

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
YEAR-END MEETING
December 30, 2015
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Bentley	Absent
Councilman Hass	Present
Councilwoman Ross	Present
Councilwoman Wait	Present
Supervisor Jacangelo	Present

NON VOTING MEMBERS

Susan Horton, Town Clerk
Patrick Tomaselli, Attorney

Motion by Hass, seconded by Wait, and carried that the monthly bills had been audited for payment.

Supervisor Jacangelo opened the meeting with the Pledge of Allegiance and opened the floor for public comments. There being no comments, the business portion of the meeting moved forward.

The purpose of this meeting was to close out the line share of bills for 2015. M. Asquith, Town's Administrative Assistant had provided the Town Board members with an end of year profit and loss report for their review. Supervisor Jacangelo stated that this 2015 report does not reflect the unallocated balance which is supplied for budget support in this report. The Town has still not been paid the winter fund for 2015 nor the CHIPS money. Supervisor Jacangelo felt that the Town was in pretty good shape financial wise. Supervisor Jacangelo reported that another profit and loss report will be prepared for the January 21st Town Board meeting when hopefully, the remaining 2015 monies have been received.

The discussion turned to the recent demolition project that the Highway Department was in charge of. R. Brunet, Building Inspector praised the highway crew with a job well done. R. Brunet reported on several homes that are in desperate need of repair. He has spoken with the family members involved and has been told that they will be in touch early in the upcoming year with a resolution and if not, Mr. Brunet stated he will have to move forward on removing the homes.

Supervisor Jacangelo noted that the court documents were available for review by Town Board members on December 28th. M. Asquith, did the 2014 court audit and the Court Clerk will be notified of her recommendations.

RESOLUTION #33-2015 – IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS – Resolved, that it is hereby authorized and directed as follows:

The sum of \$271.22 be transferred from Water budget fund item 8310.4 (Administration Contractual) to Water budget fund line item 9030.8 (Social Security); and that the sum of \$7.82 be transferred from Water budget fund item 8310.4 (Administration Contractual) to Water budget fund line item 9035.8 (Medicare).

MOVED BY: Councilwoman Ross

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Bentley:	ABSENT
Councilman Hass:	YES
Councilwoman Ross:	YES
Councilwoman Wait:	YES
Supervisor Jacangelo:	YES

RESOLUTION #34-2015 – IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS – Resolved, that it is hereby authorized and directed as follows: That the sum of \$577.17 be transferred from General Budget fund item 7310.2 (Youth Programs Equipment) to General Budget fund line item 7310.4 (Youth Programs – Contractual Expense); and that the sum of \$81.35 be transferred from General Budget fund item 1990.4 (Contingency) to General Budget fund line item 8160.41 (Refuse & Garbage – Well Testing).

MOVED BY: Councilwoman Wait

SECONDED BY: Councilwoman Ross

VOTED UPON AS FOLLOWS:

Councilwoman Bentley:	ABSENT
Councilman Hass:	YES
Councilwoman Ross:	YES
Councilwoman Wait:	YES
Supervisor Jacangelo:	YES

RESOLUTION #35 – IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS – Resolved, that the sum of \$7,218.46 be transferred from General Budget fund item 1990.4 (Contingency) to Highway Fund Account 2-2655 (Minor Sales)

MOVED BY: Supervisor Jacangelo

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Bentley:	ABSENT
Councilman Hass:	YES
Councilwoman Ross:	YES
Councilwoman Wait:	YES
Supervisor Jacangelo:	YES

Motion by Ross, seconded by Wait and an oral vote of 4 ayes to pay Warrant #23 -2015 in the amount of \$17,645.84. Motion by Hass, seconded by Ross and an oral vote of 4 ayes to pay Warrant #24 -2015 in the amount of \$195.33.

Supervisor Jacangelo thanked M. Wait for the time she served on the Town Board and that he enjoyed working with her and wished her well. He also wanted to thank G. Bentley for her 12 years of service on the Town Board and wanted to thank her for all of her guidance during her tenure.

The 2016 Organizational Meeting will take place on January 6th at 7 p.m.

Motion by Wait, seconded by Hass and an oral vote of 4 ayes to adjourn this meeting at 6:45 p.m.

Respectfully submitted,
Susan Horton Town Clerk



ORGANIZATIONAL MINUTES
TOWN OF POESTENKILL
JANUARY 6, 2016
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS:

Councilman Hass	Present
Councilwoman Ross	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Present
Supervisor Jacangelo	Present

NON VOTING MEMBERS:

Susan Horton, Town Clerk
Patrick Tomaselli, Town Attorney

Supervisor Jacangelo opened the meeting at 7 p.m. with the Pledge of Allegiance and then opened the floor for a public comment period. No one expressed the desire to speak. Supervisor Jacangelo welcomed the new Town Board members, Harold Van Slyke and Eric Wohlleber. New Board member Wohlleber wanted to know if it was normal to just receive the agenda on the actual day of the meeting. Supervisor Jacangelo stated that some times that does happen because of changes that are made to the agenda after it is first printed for Town Board members.

Motion by Van Slyke, seconded by Hass and an oral vote of 5 ayes to appoint Patrick Tomaselli Town Attorney at an annual salary of \$34,440.30 to be paid monthly, for normal and usual affairs of the Town. To the extent that Mr. Tomaselli performs legal services on special matters, he is entitled to and shall receive compensation at the rate of \$150 per hour plus expenses. Special matters are defined as follows: Preparation for prosecution or defense of, negotiation and settlement efforts related to and any other reasonable and necessary services in connection with any actual or threatened litigation, administrative proceeding, special proceeding or arbitration, including such matters as notices of claim, pre-litigation hearings and discovery proceedings, tax certiorari matters, administrative and judicial appeals, representation of special districts for the providing of municipal services, and such other matters as the Town Board shall from time to time determine.

Motion by Wohlleber, seconded by Ross and an oral vote of 5 ayes to set the annual salary of the Town Supervisor, Dominic J. Jacangelo at \$16,000 to be paid monthly.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to recognize the Supervisor's appointment of June Ross as Deputy Town Supervisor, and set the annual salary for said position at \$2,000 to be paid monthly.

Motion by Supervisor Jacangelo, seconded by Wohlleber and an oral vote of 5 ayes, to set the annual salary for the four Councilmembers (David Hass, June Ross, Harold Van Slyke and Eric Wohlleber each to be paid monthly. Councilmen Van Slyke and Wohlleber's term will expire 12/31/2019

Motion by Ross, seconded by Hass and an oral vote of 5 ayes, to recognize the Supervisor's appointment of Michelle Asquith, as Secretary to the Town Supervisor and bookkeeper, at an hourly rate of \$25.00, to be paid weekly.

Motion by Van Slyke, seconded by Ross and an oral vote of 5 ayes to set the annual salary of the Town Clerk/Tax Collector, Susan Horton, at \$39,599.46 to be paid bi-weekly.

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes, to appoint Susan Horton, Water Receivable Clerk at a yearly salary of \$3,000 to be paid bi-weekly, with a term to expire 12/31/16.

Motion by Hass, seconded by Wohlleber and oral vote of 5 ayes, to recognize the Town Clerk's appointment of Vivian Kelly, as Deputy Town Clerk/Tax Collector, at a rate of \$17.75 per hour, with the term to expire 12/31/16 for said combined positions, to be paid monthly.

Motion by Ross, seconded by Van Slyke and an oral vote of 5 ayes, to appoint Susan Horton, Registrar of Vital Statistics at an annual salary of \$2,550, to be paid monthly, term to expire 12/31/16.

Motion by Supervisor Jacangelo, seconded by Hass and an oral vote of 5 ayes, to recognize the appointment of Vivian Kelly as Deputy Registrar of Vital Statistics at no salary, term to expire 12/31/16.

Motion by Van Slyke, seconded by Wohlleber and an oral vote of 5 ayes, to set the annual salary of the Superintendent of Highways, Toby Chadwick, at \$58,942.74 to be paid weekly. He is also entitled to the same benefits as described in the current highway employee agreement with monthly reports submitted to the Town Board.

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes, to set the annual salary of the Town Justices, Thomas F. Slavin, Jr. and Gregory Kronau, at \$8,301.35 each, to be paid monthly.

Motion by Hass, seconded by Ross and an oral vote of 5 ayes to appoint Terry Houser, as Clerk to the Town Justices, at an hourly rate of \$19.04 for a maximum of 20 hours per week, to be paid weekly.

Motion by Ross, seconded by Van Slyke and an oral vote of 5 ayes to appoint Lana Cassidy as Clerk to the Building Inspector at an annual salary of \$5,000.

Motion by Supervisor Jacangelo, seconded by Wohlleber and oral vote of 5 ayes to appoint Lana Cassidy, Clerk to the Assessor at an annual salary of \$15,244 to be paid monthly.

Motion by Van Slyke, seconded by Ross and oral vote of 5 ayes to appoint Lana Cassidy Clerk to the Water Manager at an annual salary of \$2,000 to be paid monthly.

Motion by Supervisor Jacangelo, seconded by Hass to appoint R. Brunet Building Inspector/Code Enforcement Officer with a salary of \$23,500 and discussion followed. The agenda stated that the salary was \$23,500 and Councilwoman Ross wanted to know if this was a typo because it should read \$23,000 according to the 2016 budget. After further review, Supervisor Jacangelo stated that Councilwoman Ross was correct and Mr. Brunet's salary for this position should be \$23,000. The motion was carried with 5 ayes on the \$23,000 salary to be paid monthly with monthly reports to be submitted. .

Motion by Ross, seconded by Van Slyke and an oral vote of 5 ayes to appoint Robert Brunet as Data Collector with the use of the town vehicle.

Motion by Van Slyke, seconded by Ross and an oral vote of 5 ayes, to appoint Robert Brunet, Water Manager at an annual salary of \$23,500 to be paid monthly with monthly reports to be submitted.

Motion by Wohlleber, seconded by Van Slyke to appoint Robert Brunet as the 811 Coordinator. Discussion followed. The Highway Superintendent stated that he had two Highway employees that were interested in this position. Supervisor Jacangelo stated that it was too late now and this should have been discussed beforehand. Councilman Hass stated that he remembers this being discussed at a budget workshop and that several of the highway guys were interested in the position. R. Brunet stated that this is a very involved position and you are on call seven days a week 24/7. The Highway Superintendent felt that it was a good time for these guys to get involved not only with this position but also with the Water position as well. Councilman Hass wanted to know if R. Brunet would allow these guys to come along with him to be trained for this commitment and he said absolutely. The motion was carried with 5 ayes that R. Brunet will be the 811 Coordinator with the salary of \$500 (two highway people will be training with Mr. Brunet) to be paid monthly with monthly reports to be submitted.

Motion by Hass, seconded by Ross and an oral vote of 5 ayes, to appoint Robert Brunet, MS4 Liaison at an annual salary of \$3,000 to be paid monthly with a term to expire 12/31/2016.

The Board of Assessment Review members will be voted on at the next regular scheduled Town Board meeting.

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes, to appoint Lisa Bouchard as Town Hall Custodian at an hourly rate of \$13.93 for 10 hours per week (with 2 extra hours when needed) to be paid monthly.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes, to appoint Linda Sagendorf Town Historian at an annual salary of \$4,006 to be paid quarterly, with a term to expire 12/31/16. Monthly reports to be submitted to the Town Board.

Motion by Ross, seconded by Wohlleber and an oral vote of 5 ayes to appoint Judy Grattan as Chairperson to the Planning Board at an annual salary of \$1,406 to be paid quarterly and to expire 12/31/16 and set the annual salary of the Planning Board Members at \$1,043.46 each to be paid quarterly and appoint Don Heckelman to fill the unexpired term of Eric Wohlleber to expire 12/31/2017. . . Planning Board Members with their expiration dates are as follows:

Judy Grattan	12/31/2022 (as member)
Tom Russell	12/31/2021
Robert Dore	12/31/2020
Harvey Teal	12/31/2019
Jeffrey Briggs	12/31/2018
Donald Heckelman	12/31/2017 (unexpired term of E. Wohlleber)
William Daniel	12/31/2016
Vacant	12/31/2016 (as alternate)

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes, to set the hourly rate for the Planning Board Secretary Amy Ferguson at \$13.75 to be paid bi-weekly.

Motion by Van Slyke, seconded by Ross and an oral vote of 5 ayes, to appoint Robert Ryan Planning Board Attorney at an annual salary of \$5,411.10 to be paid monthly.

Motion by Ross, seconded by Van Slyke and an oral vote of 5 ayes, to appoint Paul Jamison as Chairman to the Zoning Board with a term to expire 12/31/16 at an annual salary of \$1,044, to be paid quarterly. Set the annual salary of Zoning Board Members including the Alternate Member at \$652 each to be paid quarterly. Re-appoint Kevin McGrath to a new 5-year term as ZBA member to expire 12/31/2020. Appoint Cheryl Sarjent to the unexpired term of Harold Van Slyke with a term to expire 12/31/2019.

Other ZBA Members and term expiration dates are:

Kevin McGrath	12/31/2020
Cheryl Sarjent	12/31/2019 (unexpired term of H. Van Slyke)
Paul Jamison	12/31/2018 (member)
Terry Lantry	12/31/2017
Frank Burzesi	12/31/2016
Vacant	12/31/2016 (alternate)

Motion by Supervisor Jacangelo, seconded by Ross and an oral vote of 5 ayes, to set the hourly rate at \$13.75 of the Secretary to the ZBA Any Ferguson, to be paid bi-weekly.

Motion by Hass, seconded by Wohlleber and an oral vote of 4 ayes to appoint Paul Kietzman Chairman of the Ethics Board with a term to expire 12/31/16 and to reappoint Sue Pattenaude to a new 5-year term to expire 12/31/2020. H. Van Slyke recused himself from voting because of his wife being on the Ethics Board. In the end, it was decided that it would be left up to Connie Van Slyke as to whether she would feel comfortable continuing on the Ethics Board. Other Ethics members of the Ethics Board and their term expirations as members are:

Susan Pattenaude	12/31/2020
Patrick Tomaselli	12/31/2019
Connie Van Slyke	12/31/2018
Jill Gresens	12/31/2017
Paul Kietzman	12/31/2016 (member)
Paul Kietzman	12/31/2016 (Chairman)

Motion by Van Slyke, seconded by Hass and an oral vote of 5 ayes to designate Ryan-Biggs Associates as Engineer to the Town as an independent contractor on an as needed basis at an hourly rate to be agreed upon between the Town and Ryan-Biggs Associates Engineering.

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes, to appoint Catherine Crawmer as the Dog Control Officer at an annual salary of \$7,408.29 to be paid monthly with complete monthly reports submitted.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes, to appoint Katie Anthony as Recreational Director/Camp Director at an annual salary of \$6,000/\$3,000 to be paid monthly.

Motion by Ross, seconded by Van Slyke and an oral vote of 5 ayes, to set the mileage reimbursement at \$.54 per mile.

Motion by Supervisor Jacangelo, seconded by Ross and an oral vote of 5 ayes to appoint the following to the Water Benefit Review Board. As provided by Local Law #5-2010, Municipal Water Use Law of the Town. The members serve for a 3-year term. Members of the Water Benefit Review Board are as follows:

Keith Davis	term to expire 12/31/2018
Tim Anastasio	term to expire 12/31/2017
Linda Emery	term to expire 12/31/2016

Such members to serve without compensation but are entitled to re-imbusement of their actual and necessary expenses which shall be a charge to the Water District. They may elect from its members a person to act as Chair until 12/31 of each year.

Motion by Van Slyke, seconded by Hass and an oral vote of 5 ayes, to set the water rates for 2016 at \$4.55per 1000 gallons of water, \$40 minimum on hydrant water sale and \$225 residential meter cost, \$300 on wet tap inspection fee.

Motion by Van Slyke, seconded by Ross and an oral vote of 5 ayes, designating THE RECORD as the official newspaper for the Town of Poestenkill.

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes, designating Key Bank, M&T Bank, Trustco Bank, First Niagara, Charter One, HSBC, Chase, and Bank of America as town depositories.

Motion by Hass, seconded by Ross and an oral vote of 5 ayes, designating the third Thursday of each month at 7:00 p.m. as the regular Town Board Meeting night immediately following the audit committee meeting and any Town Board public hearing as scheduled. Workshop/Special Meetings will be held the first Thursday of the month at 7 p.m. as needed.

The following are Town Board Committee assignments:

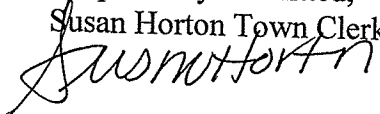
Town Emergency Plan	Councilman Wohlleber
ZBA	Councilmember Ross
Planning Board	Councilmember Van Slyke
Youth Advisory	Councilmember Wohlleber
Web site	Councilmember Wohlleber
CAC	Supervisor Jacangelo
Highway	Councilmember Ross
Records Advisory	Town Clerk Horton
Water Committee	Councilmember Hass
National Grid	Councilmember Hass
Fire Company	Councilmember Hass
Library	Councilmember Van Slyke
Twin Town League	Councilmember Wohlleber
Street Lighting	Councilmember Ross & Hass (Ross East end) (Hass West end)
Cable	Supervisor Jacangelo and Councilmember Ross

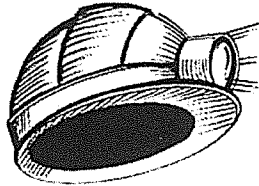
Motion by Supervisor Jacangelo, seconded by Ross and an oral vote of 5 ayes, designating the entire Town Board to the Audit Committee.

Motion by Van Slyke, seconded by Wohlleber and carried to authorize the Supervisor to sign the 2016-2017 Fire Protection Services Agreement.

Motion by Supervisor Jacangelo, seconded by Ross and an oral vote of 5 ayes to exit to Executive Session for a personnel issue at 8:40 p.m. with no votes to be taken. Motion by Van Slyke, seconded by Ross and carried to exit the Executive Session at 9:20 p.m. and the meeting was immediately adjourned.

Respectfully submitted,
Susan Horton Town Clerk





Griggs-Lang Consulting Geologists, Inc.
8 Brunswick Road Troy, New York 12180
Phone: (518) 270-5920 Fax: (518) 270-5922

RECEIVED

JAN 13 2016

TOWN CLERK

VIA HAND DELIVERY

Sue Horton, Town Clerk
Town of Poestenkill
38 Davis Drive
P.O. Box 210
Poestenkill, New York 12140

January 13, 2016

Re: Warren Fane Trucking, Inc. and Perry Brothers Sand & Gravel, Inc.
Application for Rezoning – Updates

Dear Ms. Horton:

This office, together with the office of Fowler Doyle Spain Spiess & Florsch, PLLC, represent the applicant and property owner (respectively) in the above referenced matter. As you know the referenced application was presented to the Town Board most recently at its December 17, 2015 meeting.

The project application was discussed in some detail at the December, 2015 meeting and this letter is intended to provide information and clarification requested by the Town Board, as well as information updated since the December, 2015 Town Board meeting.

As requested, the application may be supplemented with the following information:

A. Question 10(a) and (b):

1. Question 10(a) inquires about the ground cover currently present in the zone, and the application refers to the Mined Land Use Plan, §4.1, which was attached to the application submittal to the Town. The response should state "See Mined Land Use Plan at §4.1, which describes the existing ground cover (wooded lands and previous disturbance), its geology, and neighboring uses at page 6."
2. 10(b) inquires about the types of trees present, their type, age and market. The site contains a mix of coniferous and deciduous trees.

B. Question 14(a): The application asks if the "applicant is presently extracting sand, gravel or minerals in the Town of Poestenkill or in an adjoining Town or Towns." The application should read "Yes."

C. Question 24(a) asks what type of machinery will be used at the access sites. The application should state "Please refer to §4.2.2 of the Mined Land Use Plan (which states at page 7 that a front end wheel loader or equivalent and haul trucks will be used at the site), and to §4.3.1.2 of the Mined Land Use Plan (which states at page 9 that, in addition to that equipment, a bulldozer will also be used for a very limited time during operations to remove topsoil)."

The Town Board also inquired regarding Question 18(b), which asks for the amounts and time schedule for removal of sand, gravel, topsoil and rock. Sand and gravel, but not topsoil or rock, is proposed for removal from the site. The applicant is not currently mining at this site, nor has the applicant mined at this location in the past. The estimated cubic yards of sand and gravel to be removed in the "future five years" is 375,000 cu/yds.

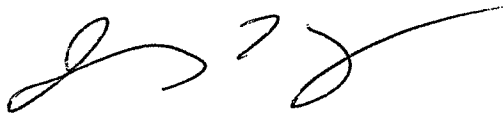
It is also noted that, pursuant to the Town Board's request, the applicant has obtained authority from the New York Department of Environmental Conservation ("DEC") to revise its application for a permit pursuant to the New York Mined Land Reclamation Law to reflect a ten-acre life of mine expansion. With this modification, the DEC application will be entirely consistent with the Town application. Copies of the DEC application reflecting this modification are attached.

If you or the Town Board have any questions regarding this matter, or require any further information, please contact me.

* * *

Please contact me if you have questions.

Cordially,



Jeffrey T. Lang,
Vice President
Griggs-Lang Consulting Geologists, Inc.

Cc: Dominic Jacangelo - Supervisor
Perry Bro's Sand & Gravel, Inc.
William Doyle, Esq.

January 18, 2016

Supervisor Dominic Jacangelo
Poestenkill Town Hall
38 Davis Drive, Poestenkill, NY 12140
djacangelo@poestenkillny.com (sent by email on January 18, 2015 at 2:15 PM)

Regarding: Fane Rezoning Application

Dear Supervisor Jacangelo and All Members of the Town Board:

We have been residents of the Town for over 35 years. The mine and proposed expansion are in very close proximity to our home. Our family has been in small business most of our lives and we are strong supporters of business in our community. But we cannot support this expansion. Current mining operations have created vast holes in the ground. To date we have not seen any attempt at reclamation. The practice seems to be to dig at the expense of the residents. Our personal, daily experience shows a dismal track record for resource miners in our immediate neighborhood.

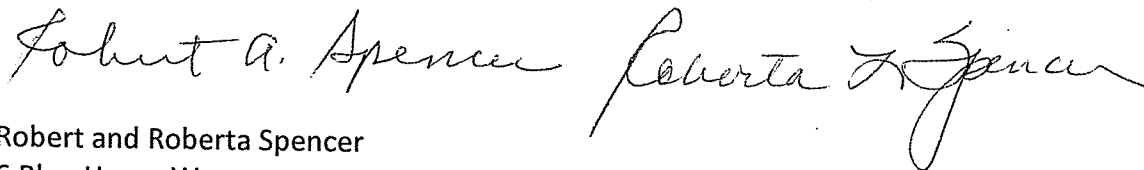
In advance of writing this letter we did an internet search on "town board" and "gravel" and did not find any positive or encouraging articles on this subject.

The rezoning endangers and threatens the Snyders Corner Road community we live in, but also results in the loss of future Town tax monies. The Town depends on tax revenue and downgrading to a less valued land is not the highest and best use of the property. We believe the highest and best use of this land is to keep it zoned residential. This will sustain the Town's tax revenues and over the long term contribute to the growth of the community. A gravel mining operation does not do this. If the Town's desire is to be "business friendly" we need more residents, not more gravel trucks.

The existing mine is enormous and enough is enough. We strongly object to the devaluation of the surrounding property and the resulting jeopardy our home is placed in with the detrimentally assessed value of our home and home salability.

The Town's only choice is to not entertain this proposal and say no. History proves that once the jurisdiction is outside of the Town, anything can happen, for example mining below the water table. Promises can be made to the Town and the residents, but those promises may be worthless. We write this letter to ask for the Town to not entertain the gravel mine extension proposal and stop the company from expanding operations. Please take the initiative not to rezone.

Sincerely,



Robert and Roberta Spencer
6 Blue Heron Way
Wynantskill, NY 12198



December 16, 2015

Dear Municipal Official:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future where these services are offered:

WFNY-CA, WRNN, WNYA SD&HD, WNYT SD&HD, WNYT DT2, WCWN SD&HD, WCWN DT2, WRGB SD&HD, WRGB DT2, WRGB DT3, Music Choice channels 1900-1950, Reelz SD&HD, POP SD&HD, Go!TV SD&HD, TV One SD&HD, Universal Sports SD&HD, Deutsche Welle, Cinemax SD&HD, Cinemax West, Cinemax On Demand, 5 Star Max SD&HD, ActionMax SD&HD, ActionMax West, MaxLatino SD&HD, MoreMax SD&HD, MoreMax West, MovieMax SD&HD, OuterMax SD&HD, ThrillerMax SD&HD, ThrillerMax West, HBO SD&HD, HBO West, HBO On Demand, HBO 2 SD&HD, HBO 2 West, HBO Comedy SD&HD, HBO Comedy West, HBO Family SD&HD, HBO Family West, HBO Latino SD&HD, HBO Latino West, HBO Signature SD&HD, HBO Signature West, HBO Zone SD&HD, HBO Zone West, NHL Network SD&HD, RFD, YouToo

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are scheduled to take place:

WRGB DT3 will be added on or about December 21, 2015

WGN America will be added on or about January 20, 2016

We will be providing you these notifications whenever there is a change in channel or programming service. You can also check our division website at WWW.TWC.COM if you would like more updated information.



January 6, 2016

Dear Municipal Official:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future **where these services are offered:**

WFNY-CA, WRNN, WNYA SD&HD, WNYT SD&HD, WNYT DT2, WCWN SD&HD, WCWN DT2, WRGB SD&HD, WRGB DT2, WRGB DT3, Music Choice channels 1900-1950, Reelz SD&HD, POP SD&HD, TV One SD&HD, Deutsche Welle, Cinemax SD&HD, Cinemax West, Cinemax On Demand, 5 Star Max SD&HD, ActionMax SD&HD, ActionMax West, MaxLatino SD&HD, MoreMax SD&HD, MoreMax West, MovieMax SD&HD, OuterMax SD&HD, ThrillerMax SD&HD, ThrillerMax West, HBO SD&HD, HBO West, HBO On Demand, HBO 2 SD&HD, HBO 2 West, HBO Comedy SD&HD, HBO Comedy West, HBO Family SD&HD, HBO Family West, HBO Latino SD&HD, HBO Latino West, HBO Signature SD&HD, HBO Signature West, HBO Zone SD&HD, HBO Zone West, NHL Network SD&HD, RFD, YouToo, Zee TV

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are scheduled to take place:

WGN America will be added on or about January 20, 2016

We will be providing you these notifications whenever there is a change in channel or programming service. You can also check our division website at WWW.TWC.COM if you would like more updated information.



TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, NY 12140
(518) 283-5100 Phone
(518) 283-7550 Fax

Planning Board

PLANNING BOARD January 5, 2016 Minutes (Distributed before approval)

Attendees:

Judy Grattan, Chairman
Robert Dore
William Daniel
Harvey Teal
Jeffrey Briggs
Don Heckelman
Robert Ryan, Attorney

Absent:

Tom Russell

Chairman Grattan called the meeting to order at 7:31 pm with the Pledge of Allegiance.

Minutes

The minutes of the Board meeting on December 1, 2015 were reviewed and the following amendment made to the minutes: the minutes read on page 1 "*Another residence in attendance*"... It should read "*Another resident in attendance*" A motion to accept the minutes as amended was made by Member Daniel, seconded by Member Briggs, and approved by a vote of six (6) ayes, zero (0) nays, and zero (0) abstentions.

Public Comment Period

There being no comments from the public, public comment period was closed.

New Applicants

Scott Polaro

(Tax Map #125-7-28)

Extension – Special Use Permit

607 NYS RT 351

Mr. Polaro explained that he is still waiting for his DEC renewal for the 607 Route 351 mine, therefore at this time he is asking for another three month extension to his Special Use Permit which expired on October 24, 2015. Once he has received his renewal from DEC, he will return to the Planning Board for a renewal of his Special Use Permit – NP.

Chairman Grattan made a motion to extend Mr. Polaro's Special Use Permit – Natural Products with the conditions that exist on his current SUP for the period of January 6, 2016 – April 5, 2016. Board member Dore seconded the motion and it was approved by a vote of five (5) ayes, zero (0) nays and one (1) abstention (Member Heckelman).

Resolution of Issue: Mr. Polaro will return to the Planning Board when he receives his renewal from DEC.

Paul Hicok

(Tax Map #127.-1-28 / 127.-1-29)

Lot Line Adjustment

21 / 27 Fiftysix Road

Kevin McGrath, surveyor for Mr. Hicok, presented the application to the board including the current layout of the two (2) parcels and the intended changes and the location of the existing house which has recently been torn down and the location of the new house, currently being build on the smaller lot (27 Fiftysix Rd, Tax Map # 127.-1-29). He explained that when the house site was planned the owner thought the lot line was in one location, when in fact it was in another, causing the house to be placed too close to the lot line. Mr. Hicok would like to move the line so that the larger parcel (127.-1-28) that he owns which currently has 36.7 acres would decrease by 4.17 acres (for a total of 31.79 acres) and the smaller lot (127.-1-29) that he owns that is currently 5.03 acres would acquire an additional 4.17 acres for a total of 9.30 acres.

Chairman Grattan voiced concern that this isn't a minor correction, as it is adjusting over 4 acres of land, and that this is more like a subdivision. Mr. McGrath pointed out that if they were to create a new lot through a subdivision, the newly created lot would not have road access, which is not permitted. Members Dore and Daniel both stated that because Mr. Hicok is the current owner of both parcels and he just wants to move the line, they see this as a Lot Line Adjustment. Attorney Ryan suggested that the line could be moved to correct the situation, but not be moved as much so that a smaller amount of land would be transferred. A motion was made by member Daniel to approve the Lot Line Adjustment, seconded by member Teal and approved by a vote of six (6) ayes, zero (0) nays and zero (0) abstentions.

Resolution of Issue: Lot Line Adjustment was granted.

Updates:

Timber Harvesting – Chairman Grattan mentioned that at the last meeting the question arose as to why the Timber Harvesting issue was coming up at this time. She explained she had *some* information about what the issues in Brunswick were, but not all. She explained that the issue came up because Building Inspector/Code Enforcement Officer Bob Brunet had encountered the issue at a recent MS4 meeting. Chairman Grattan handed out a memo from Mr. Brunet regarding the situation that she hoped would greater clarify things for the board.

Changes to the Code – Chairman Grattan explained that she had drafted changes to the current wording of the definitions of Dwellings and other terms to hopefully alleviate any confusion going forward about what these terms mean. She asked the board to read them over and she will bring it up for a vote at the next meeting.

Possible Review of Fee Schedule - Chairman Grattan explained that the Town Board may be looking to update the fee schedule, if any member would like to recommend a change to the current fee schedule, please bring those to the next meeting.

Organizational Items

Chairman Grattan reminded the board that a Vice Chair and Secretary need to be voted on for the year. Member Daniel was nominated for the Vice Chair position and approved by members present. Member Teal was nominated for Secretary position and approved by all members present.

There being no further business, a motion to adjourn was made by Chairman Grattan, seconded by Member Daniel, and approved by all members present. The meeting was adjourned at 8:10 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Amy Ferguson".

Amy Ferguson
Secretary

December 30, 2015

Susan Horton
Town Clerk
Town of Poestenkill
38 Davis Drive
Poestenkill, NY 12140-0210

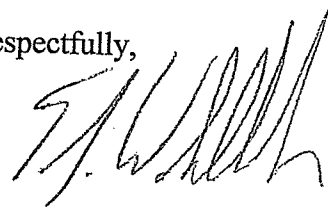
RECEIVED
JAN 06 2016
TOWN CLERK

Dear Mrs. Horton,

I am writing to formally notify you that I am resigning from my position on the Poestenkill Planning Board, effective December 31, 2015. It has been my pleasure to serve on the Planning Board over the past three years and to work with my fellow board members.

My resignation from the Planning Board comes with my recent election to the Town Board. I look forward to continuing to serve our residents, in this new role.

Respectfully,



Eric J. Wohlleber

RECEIVED
JAN 20 2016
TOWN CLERK

606 Snyders Corners Road
Poestenkill, NY 12140
January 20, 2016

To Whom It May Concern:

I, Harold T. Van Slyke, offer my resignation from the Zoning Board of Appeals effective as of December 30, 2015 as a result of my election to a position on the Poestenkill Town Board. Being a member of the Zoning Board of Appeals has been a rewarding experience for me and I am looking forward to contributing to the Town of Poestenkill in my new role as a Town Board member.

Respectfully Submitted,



Harold T. Van Slyke

**Poestenkill Fire Company
 Custom Summary Report
 December 2015**

	Dec 15
Income	
Dinner Receipts	0.00
Total Income	0.00
Gross Profit	0.00
Expense	
Building Fuel (heating)	
East Poestenkill (propane)	531.25
Main Station (Propanel)	995.96
Total Building Fuel (heating)	1,527.21
Building Maintance	
Main Station	27.97
Refuse	111.53
Total Building Maintance	139.50
Electric	
East Poestenkill	75.02
Total Electric	75.02
Equipment	
New Equipment	65.66
Repair & Maintance	2,122.42
Total Equipment	2,188.08
Fire Trucks	
Fuel	756.70
Total Fire Trucks	756.70
Insurance	
Accident & Sickness	3,226.00
Auto	535.00
Buildings	1,073.00
Total Insurance	4,834.00
Medical Supplies	270.00
Memorial Donation	10.00
Security Alarm	65.00
Solar	212.26
Telephone	
Cell Phones	107.14
East Poestenkill	56.93
Main Station	183.72
Total Telephone	347.79
Training	266.00
Total Expense	10,691.56
Net Income	-10,691.56

Poestenkill Fire Company
Custom Summary Report
 January through December 2015

	Jan - Dec 15
Income	
Bank Reverse Charge	4,045.53
Dinner Receipts	0.00
Insurance Check	3,984.96
Insurance Rebate	246.00
Sale of Equipment	12.00
Town Contract Money	287,791.98
Total Income	296,080.47
Gross Profit	296,080.47
Expense	
Advertising	75.00
Awards	2,652.78
Building Fuel (heating)	
East Poestenkill (fuel oil)	1,050.33
East Poestenkill (propane)	2,779.01
Main Station (Propanel)	11,822.05
Total Building Fuel (heating)	15,651.39
Building Maintance	
Cleaning Supplies	649.56
East Poestenkill	131.89
Main Station	11,350.93
Refuse	1,535.35
Building Maintance - Other	180.13
Total Building Maintance	13,847.86
Bulk Tank Registration	100.00
Code 100	93.00
DMV Fee	0.00
Donation	50.00
Dues	100.00
Electric	
East Poestenkill	1,020.67
Main Station	3,691.59
Total Electric	4,712.26
Equipment	
New Equipment	30,199.43
Repair & Maintance	9,789.87
Total Equipment	39,989.30
FCC License	260.00
Fire Prevention	1,877.03
Fire Tax & DMV FEE	27.81
Fire Trucks	
Fuel	4,193.15
Repair & Maintance	18,221.13
Total Fire Trucks	22,414.28
Hospital Stay	36.99
Insurance	
Accident & Sickness	6,452.00
Auto	6,794.00
Buildings	12,875.00
Workman's Compensation	12,804.70
Total Insurance	38,925.70
Internet Service	750.00
Loan Payments Fire Truck	11,972.46
Medical Supplies	1,589.24
Memorial Day	135.00
Memorial Donation	350.00

6:18 PM
01/01/16
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
January through December 2015

	<u>Jan - Dec 15</u>
Office Supplies	
Postage	196.00
Safety Deposit Box	131.25
Office Supplies - Other	3,243.53
Total Office Supplies	<u>3,570.78</u>
Physicals	945.00
Professional Services	5,950.00
propane 1699 east station	138.60
propane 2682 main station	153.86
Security Alarm	780.00
Solar	3,850.39
Sponsorship	352.60
Telephone	
Cell Phones	1,512.32
East Poestenkill	584.48
Main Station	2,162.71
Total Telephone	<u>4,259.51</u>
Town Water	172.62
Training	616.52
TRAnsfer to Equipment Replaceme	39,000.00
Transfer to Vechicle Replacemen	92,000.00
Uniforms	384.43
Water Tax	363.21
Total Expense	<u>308,147.62</u>
Net Income	<u><u>-12,067.15</u></u>

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 PM on January 21, 2016.

RESOLUTION NO. 1 OF 2016

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, IN RECOGNITION OF THE PUBLIC SERVICE OF GAIL BENTLEY ON THE OCCASION OF HER RETIREMENT FROM THE TOWN BOARD

WHEREAS, Gail Bentley has advised the Town of her retirement from her position as a duly elected member of the Poestenkill Town Board, effective December 31, 2015; and

WHEREAS, throughout many years of public service Gail has dutifully and faithfully served the Town of Poestenkill in numerous roles, including membership on the Town Board since 2000, Deputy Supervisor under three Supervisors, and Town Board liaison to various community groups, including the Youth Advisory Board, the Library and the local VFW; and

WHEREAS, Gail has brought to all of her various roles of public service an exemplary energy, creativity, commitment and dedication which have been of immeasurable value and benefit to the Town and its residents; and

WHEREAS, during her many years as a public officer Gail was at all times a thoughtful, conscientious, knowledgeable and fair-minded public servant who always did her utmost to justly apply applicable law and rules and basic principles of fairness in considering and voting upon all matters coming before the Town Board; and

WHEREAS, while we recognize that Gail's community service will doubtless continue, this Board nonetheless wishes to recognize her on the occasion of her retirement from elected public office and to thank her for her many years of devoted service to the Town of Poestenkill;

NOW, THEREFORE, it is hereby

RESOLVED, that we, the current members of the Town Board of the Town of Poestenkill, on behalf of the Town and its residents, hereby formally recognize Gail Bentley on the occasion of her retirement from this Board, and express our sincere appreciation for her many years of dedicated service, and wish her the very best in her future endeavors; and it is further

RESOLVED, that, as a memento of the Town's appreciation of Gail's years of devoted public service, a certified copy of this Resolution be delivered to her with our heartfelt thanks.

Prepared and approved as to form by:
Patrick J. Tomaselli, Esq., Town Attorney

Councilman David Hass

Councilwoman June Ross

Councilman Harold Van Slyke

Councilman Eric Wohleber

Supervisor Dominic Jacangelo

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 PM on January 21, 2016.

RESOLUTION NO. 2 OF 2016

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, IN RECOGNITION OF THE PUBLIC SERVICE OF MICHELE WAIT

WHEREAS, Michele Wait has dutifully, faithfully and honorably served the Town of Poestenkill in numerous roles, including membership on the committee responsible for the drafting of the Water Use Law of the Town of Poestenkill, serving as liaison to the Water Board, and, most recently, serving as a member of the Poestenkill Town Board; and

WHEREAS, Michele has carried out all of her various roles of public service with a commitment and dedication which have been of great benefit to the Town and its residents; and

WHEREAS, Michele has at all times been a conscientious and fair-minded public servant who has consistently given her all to ensure the just application of law and rules and basic principles of fairness in both her consideration of proposed legislation and her deliberation and voting upon the many matters coming before the Town Board; and

WHEREAS, while we have little doubt that Michele's community service will continue, this Board nonetheless wishes to recognize and to thank her for her past service as an elected official of the Town of Poestenkill;

NOW, THEREFORE, it is hereby

RESOLVED, that we, the current members of the Town Board of the Town of Poestenkill, on behalf of the Town and its residents, hereby formally recognize Michele Wait on the occasion of her end of service on this Board, express our sincere appreciation for her dedicated service to the Town, and wish her the very best in her future endeavors; and it is further

RESOLVED, that, as a memento of the Town's appreciation of Michele's devoted public service, a certified copy of this Resolution be delivered to her with our heartfelt thanks.

Prepared and approved as to form by:
Patrick J. Tomaselli, Esq., Town Attorney

Councilman David Hass

Councilwoman June Ross

Councilman Harold Van Slyke

Councilman Eric Wohlleber

Supervisor Dominic Jacangelo

Library Lease Agreement 2016

This Lease Agreement is effective as of the 1st day of January, 2016 between the **Town of Poestenkill**, a municipal corporation and political and geographic subdivision of the County of Rensselaer, State of New York, having offices at the Poestenkill Town Hall on Davis Drive in the Town of Poestenkill (hereinafter the "Lessor") and the **Poestenkill Library**, an education corporation duly chartered by the Regents of the State of New York, and having offices at the Poestenkill Library Building located on 9 Plank Road in the Town of Poestenkill (hereinafter the "Lessee").

1. Premises

Lessor hereby rents to Lessee and Lessee hereby accepts in its present condition, the Building located at 9 Plank Road, Poestenkill, New York. For purposes of this Lease, "Building" includes external porches, steps, front walk and access ramp. It does not include surrounding lawn, land, parking lot or fences. The foregoing notwithstanding, the Lessee shall also be entitled to the use of the parking facilities for its officers, employees, volunteers, patrons and invitees during such times and to such extent as may be reasonably necessary for the operation, maintenance and use of the Building for library purposes.

2. Term

The term of this Lease shall start on January 1, 2016 and shall extend through December 31, 2016. Provided that the Lessee substantially complies with the terms and conditions of this Lease and provided further that the Lessee dutifully and satisfactorily continues to supply library services to the Town and its residents as set forth in the separate annual Library Services Agreement between the parties hereto, this Lease shall be renewable annually for a term of one year at the option of the Lessee for a total of twenty (20) years from the inception of the initial lease (i.e., through December 31, 2021). Subject to the foregoing, each year during said twenty year period the Lessee shall be deemed to have exercised its option to renew this Lease for the following year unless the Lessee gives to the Lessor written notice no later than September 1 of the Lessee's intent to not renew for the following calendar year. After December 31, 2021, the Lease may be renewed for such period and upon such terms as might be then agreed upon and duly memorialized by the parties.

3. Rent

Lessee agrees to pay Lessor, without demand, as rent for the premises, the sum of ^{one} ~~TEN~~ DOLLARS (\$~~10.00~~) per year, payable in January of each year, together with other good and valuable consideration, including especially the providing of library services to the residents of the Town as described and set forth in a separate annual Library Services Agreement between the parties hereto.

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2016

4. Use of the premises

The Building shall be used exclusively as a public library. Neither the Building nor any part of the Building shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind.

5. Condition of the Premises

Lessee acknowledges that Lessee examined the Building at the time it was first leased and that it was, at that time, in good order and good repair, and in a safe, clean and usable condition. Except as to items which are specifically prescribed herein to be the responsibility of the Lessor, all responsibility for maintaining the Building in good order and good repair and in a safe, clean and usable condition shall hereafter be that of the Lessee.

6. Assignment and Subletting

Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Building or any part of the Building, without Lessor's prior written consent.

7. Alterations and Improvements

A. Lessee shall make no alterations to the Building or construct any addition or make other improvements without the prior written consent of the Lessor.

B. Any alterations, changes and improvements built, constructed or placed on or around the Building by the Lessee, with the exception of fixtures properly removable without damage to the Building and movable personal property, shall, unless otherwise provided by written agreement between the Lessor and the Lessee, become the property of the Lessor and remain at the expiration or earlier termination of this Lease.

8. Damage to the Premises

If the Building, or any part of the Building, shall be partially or fully damaged or destroyed by fire or other casualty, the Lessor shall decide whether or not to rebuild or repair the Building. If Lessor shall decide not to rebuild or repair, the term of this Lease shall end.

9. Dangerous Materials

Lessee shall not keep or have in or around the Building any article, substance or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire in or around the Building or that might be considered hazardous.

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2016

10. Utilities

Lessee shall be solely responsible for arranging and paying for fuel oil and electrical service to the Building and any and all other utility services required or desired by the Lessee. Any such services shall be transferred to, initiated or maintained in the name of the Lessee which shall not default on any obligation to a utility provider for utility services at the Building. Any breach of this requirement shall be deemed a substantial breach of this Lease justifying termination thereof by the Lessor.

11. Maintenance and Repair

A. Lessor shall be responsible for the maintenance and repair of the Building's mechanical and electrical systems (furnace, air conditioner, fixed electric wiring, plumbing, well and septic system) exterior painting and roof repair. Lessor shall maintain the land, lawn, parking lot and fences including grass and shrubbery trimming and snow removal from the parking lot and access ramp.

B. Lessee shall keep and maintain the Building and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular Lessee shall keep the fixtures in the Building in good order and repair and keep the porches and steps free of dirt and debris.

C. Lessee shall make all required repairs to the plumbing and electric fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Lessee's misuse, waste or neglect, or that of Lessee's agent or visitor.

D. Lessee agrees that no signs shall be placed on or visible from the exterior of the Building or painting done on or about the Building without Lessor's prior written consent.

E. Lessee agrees to promptly notify Lessor in the event of any damage, defect or destruction of the Building, or the failure of any of Lessor's appliances or mechanical systems, and except for repairs that are the obligation of Lessee pursuant to Subsection C above, Lessor shall, subject to the terms of Section 8 above, use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

12. Animals

Lessee shall keep no domestic or other animals in or about the Building without prior written consent of Lessor.

13. Right of Inspection

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Building for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

14. Holdover by Lessee

Should Lessee remain in possession of the Building with the consent of Lessor after the expiration of the term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days notice by either party or longer notice if required by law.

15. Surrender of Premises

At the expiration of this Lease, Lessee shall quit and surrender the Building in as good condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

16. Abandonment

If at any time during the term of this Lease, Lessee abandons the Building, Lessor may enter the Building by any means without liability to Lessee for damages. Lessor may dispose of any of Lessee's abandoned personal property as Lessor deems appropriate, without liability to Lessee. Lessor is entitled to presume that Lessee has abandoned the Building if Lessee removes substantially all of Lessee's furnishings from the Building, if the Building is unoccupied for a period of four (4) consecutive weeks, or if it would otherwise be reasonable for Lessor to presume under the circumstances that Lessee has abandoned the Building. Lessor shall provide the Lessee with written notice of the Lessor's intent to treat the Building or the contents thereof as abandoned, with such notice directed and given as provided in Paragraph 24 hereof.

17. Renewal

This lease may be renewed with the same or different terms and conditions by agreement between the parties. Notice of desire to renew beyond December 31, 2021 must be delivered by the Lessee to the Lessor at least 120 days prior to said date. If timely notice is delivered, the Lessor will not enter into a lease with a different party without first giving the Lessee the opportunity to negotiate a renewal lease agreement.

18. Security

Lessee acknowledges that Lessor provides a security alarm system for the Building but that such alarm system is not represented or warranted to be complete in all respects or to protect Lessee from all harm. Lessee hereby releases Lessor from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2016

19. Insurance

A. Lessee acknowledges that Lessor will not provide insurance coverage for Lessee's property, nor shall Lessor be responsible for any loss of Lessee's property, whether by theft, fire, flood, act of God, or otherwise.

B. Lessee will maintain liability insurance which names Lessor as an additional insured. Any such policy shall be from an A.M. Best rated "secured" New York State licensed insurer; contain a 30-day notice of cancellation; and state that the coverage shall be primary coverage for the Town of Poestenkill, its Board, officials, employees and volunteers.

C. Lessee agrees to indemnify the Town of Poestenkill for any applicable deductibles.

D. Required insurance shall include general premises liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, and statutory workers' compensation and employers' liability insurance for all of the Lessee's employees.

E. Lessee acknowledges that failure to obtain or maintain such insurance on behalf of the Town of Poestenkill constitutes a material breach of contract and subjects Lessee to liability for damages, indemnification and all other legal remedies available to the Town of Poestenkill. Lessee is to annually provide Lessor with a certificate of insurance, evidencing that the above requirements have been met. The failure of the Lessor to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Poestenkill.

F. The presence; or absence of insurance as provided above notwithstanding, and to the fullest extent provided by law, the Lessee shall indemnify, hold harmless and defend the Lessor Town of Poestenkill against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Town of Poestenkill for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Lessor's or Lessee's employees or volunteers, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the Lessee's use and occupancy of the premises or from any acts or omissions on the part of the Lessee, its employees, agents, representatives, volunteers, patrons or invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

20. Binding Effect

The covenants and conditions contained in this Lease shall apply to and bind the legal representatives and permitted assigns of the parties.

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2016

21. Governing Law

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New York.

22. Severability

If any part or parts of this Lease shall be held to be unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.

23. Entire Agreement

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only in writing signed by both Lessor and Lessee.

24. Notices

Any notice required or otherwise given pursuant to this Lease shall be in writing and either delivered or mailed, as follows: if to Lessee, via hand delivery to an officer or agent of the Lessee at the Building, or via certified mail, return receipt requested, to the Poestenkill Library, P.O. Box 305, Poestenkill, New York 12140; and if to Lessor, via hand delivery to an officer or agent of the Lessor at the Poestenkill Town Hall, or via certified mail, return receipt requested, to the Poestenkill Town Supervisor, P.O. Box 210, Poestenkill, New York 12140. Each party shall immediately notify the other in writing of any change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

In Witness Whereof, the parties have caused this Lease to be executed the day and year first written above.

Poestenkill Library (Lessee)

Town of Poestenkill (Lessor)

By: _____

By: _____

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2016

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, Two Thousand Sixteen, before me, the undersigned, personally appeared

DOMINIC J. JACANGELO

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, Two Thousand Sixteen, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

Notary Public

Town of Poestenkill Library Services Agreement for 2016

THIS AGREEMENT, effective as of the 1st day of January, 2016, by and between the **TOWN OF POESTENKILL**, such Town being a municipal corporation, located in the County of Rensselaer and State of New York, hereinafter designated as the party of the first part, and the **POESTENKILL LIBRARY**, an education corporation duly chartered by the Regents of the State of New York, having its offices in the Town of Poestenkill, County of Rensselaer, State of New York, hereinafter designated as the party of the second part.

WITNESSETH:

WHEREAS, the party of the second part has heretofore provided, currently provides and will continue to provide library services to the residents of the Town of Poestenkill, and

WHEREAS, the party of the second part maintains adequate and suitable staff and resources for the furnishing of such library services to the residents of the Town of Poestenkill, in accordance with the standards established by the Regents of the State of New York, and

WHEREAS, following a public hearing duly called, the party of the first part duly authorized a contract with the party of the second part for the continued furnishing of such library services to the residents of the Town of Poestenkill, and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the party of the first part does engage the party of the second part to furnish and make available such library services to all residents of the Town of Poestenkill, and the party of the second part agrees to furnish such services in the following manner, to wit:

1. The party of the second part shall make its existing and any increased library services available to all residents of the Town of Poestenkill.
2. The party of the second part shall continue to maintain adequate and suitable staff and resources for the furnishing of such library services to the residents of the Town of Poestenkill.
3. For the purpose of facilitating the provision of the aforesaid library services, the party of the first part shall lease to the party of the second part certain previously defined space in a newly renovated stand alone facility located at 9 Plank Road in the Town of Poestenkill. It is anticipated that the terms and conditions of said lease shall be memorialized in a separate written agreement between the parties hereto, to be executed annually.
4. The party of the first part, upon presentation by the party of the second part of a voucher and claim in proper form to the party of the first part, shall pay to the party of the second part the sum of **Sixty Thousand, Four Hundred Twenty-four Dollars (\$60,424.00)** as hereinafter provided.

5. It is understood and agreed that it is the intent of this Agreement that any moneys payable hereunder from the party of the first part to the party of the second part shall be deposited by the party of the first part in an interest-bearing account and released to the party of the second part on or before March 1, 2016 in a single lump sum payment of **Sixty Thousand, Four Hundred Twenty-four Dollars (\$60,424.00)**, together with any accrued interest on the moneys deposited by the party of the first part as hereinabove set forth.

6. This Agreement shall continue for a period of one (1) year commencing on the 1st day of January, 2016 and extending through December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement the day and year first above written.

THE TOWN OF POESTENKILL

By: _____
Dominic J. Jacangelo,
Poestenkill Town Supervisor

POESTENKILL LIBRARY

By: _____
President of the Board of Trustees
of the Poestenkill Library

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, Two Thousand Sixteen, before me, the undersigned, personally appeared

DOMINIC J. JACANGELO

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, Two Thousand Sixteen, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

Notary Public

Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2016

This Service Agreement is made and executed this _____ day of _____, 2016, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the State of New York, hereinafter also referred to simply as “the **Town**”, whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Sullivan-Jones VFW Post 7466**, a chapter of the Veterans of Foreign Wars patriotic organization, hereinafter also referred to simply as “**VFW Post 7466**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, New York 12140, as follows:

WHEREAS, **VFW Post 7466**, in addition to its functions and purposes as a patriotic organization, also provides other valuable services to the residents of the Town of Poestenkill, including especially but not exclusively, serving as an evacuation point for the students and staff of the Poestenkill Elementary School during fire drills and bomb drills as well as during actual fire emergencies and bomb threats; providing a meeting place for local Cub Scouts and Boy Scouts as well as the Poestenkill Senior Citizens; and serving as a public meeting place when called upon to do so; and

WHEREAS, subdivision 13 of Section 64 of the Town Law of the State of New York provides, *inter alia*, that in any town in which there is located one or more posts of various designated patriotic organizations, including the Veterans of Foreign Wars, the town board of said town may appropriate a sum not exceeding five hundred dollars for each such post in any year for the purpose of assisting in defraying the rental or maintenance of rooms for holding meetings of such post or posts; and

WHEREAS, subdivision 12 of Section 64 of the Town Law of the State of New York provides, *inter alia*, that any town may appropriate annually such sums as it may deem appropriate for the purpose of defraying the expenses of the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day in such portion as it may determine; and

WHEREAS, the planning, conduct and oversight of the observance and celebration of such patriotic holidays has traditionally been largely carried out on behalf of the **Town** by **VFW Post 7466** and the Poestenkill Town Board deems it fitting and appropriate that such tradition continue; and

WHEREAS, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with **VFW Post 7466** for the purpose of continuing to provide the aforescribed services to the Town and to formally clarify the bases for the **Three Thousand Dollars (\$3,000.00)** heretofore appropriated to **VFW Post 7466** for the fiscal year 2016;

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2016 SERVICE AGREEMENT*

NOW, THEREFORE, the parties hereto agree as follows:

1. The **Town** hereby appoints **VFW Post 7466** as the **Town's** agent for the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day within the Town of Poestenkill.
2. **VFW Post 7466** hereby accepts such appointment and agrees to undertake the planning, conduct and oversight of such observance and celebration activities.
3. It is understood and agreed that of the total sum of **Three Thousand Dollars (\$3,000.00)** heretofore appropriated by the **Town** to **VFW Post 7466** for the fiscal year 2016, an amount up to **Five Hundred Dollars (\$500.00)** may be used by **VFW Post 7466** for the purpose of defraying the rental or maintenance of rooms for holding meetings of **VFW Post 7466** pursuant to subdivision 13 of Section 64 of the Town Law of the State of New York.
4. It is further understood and agreed that of the total sum of \$3,000.00 heretofore appropriated to **VFW Post 7466** for the fiscal year 2016, any balance remaining after the application of the amount provided in the previous paragraph for defraying the rental or maintenance expenses of meeting facilities shall be expended in the proper observance of the patriotic holidays hereinabove listed, all in accordance with subdivision 12 of Section 64 of the Town Law of the State of New York..
5. **VFW Post 7466** shall provide to the **Town** such receipts and vouchers as shall be required to document that **Town** funding has been utilized for its intended purpose.
6. The nature and scope of services and resources provided to the **Town** and its residents by **VFW Post 7466** pursuant to this Service Agreement shall be at the sole reasonable discretion of **VFW Post 7466**, provided that such activities are lawful and advance the patriotic purposes outlined above.
7. This Service Agreement shall be in effect only for the calendar year 2016 but may be renewed on an annual basis thereafter, either upon the same terms and conditions as this Agreement or subject to such revisions and modifications as the parties hereto might agree upon and memorialize in said new Agreement.
8. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to **VFW Post 7466**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill.

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2016 SERVICE AGREEMENT*

9. **VFW Post 7466** agrees that it is solely responsible for the activities which it may undertake pursuant to this Service Agreement and that the **Town** has no responsibility for or supervision or control over such activities. Accordingly, **VFW Post 7466** hereby covenants to indemnify and save harmless the **Town** against any and all claims arising from the conduct or management of the activities and programs of **VFW Post 7466** or the supervision and care (or the inadequacy or lack thereof) of those individuals participating in said activities and programs, and from and against any and all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought forth in connection therewith.

10. Consistent with the foregoing, **VFW Post 7466** agrees that it will provide full and adequate supervision of and care for those individuals participating in the activities and programs of **VFW Post 7466**.

11. Any notices given pursuant to the provisions of this Service Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' respective address for such purposes shall be as hereinabove indicated.

12. This Service Agreement shall be binding on the heirs, executors, successors and assigns of the parties hereto.

TOWN OF POESTENKILL

By: _____
Dominic J. Jacangelo, Town Supervisor

Dated: _____

SULLIVAN-JONES VFW POST 7466

By: _____

Dated: _____

TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2016 SERVICE AGREEMENT

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, Two Thousand Sixteen, before me, the undersigned, personally appeared

DOMINIC J. JACANGELO

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, Two Thousand Sixteen, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

Notary Public

SENIOR CITIZENS SERVICE AGREEMENT FOR THE YEAR 2016

This Service Agreement is made and executed in duplicate this _____ day of _____, 2016, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the state of New York, hereinafter also referred to simply as “the **Town**” whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Poestenkill Seniors**, a private, not-for-profit unincorporated association, hereinafter also referred to simply as “the **Seniors**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, NY 12140, as follows:

WHEREAS, the **Seniors** is a private social organization which exists in the Town of Poestenkill for the purpose of providing social, cultural, educational and other activities for senior citizens, all for the purpose of benefiting the general welfare of the aging citizenry in the Town of Poestenkill; and

WHEREAS, Section 95-a of the General Municipal Law provides, inter alia, that any town is authorized and empowered to establish, maintain and operate programs devoted in whole or in part to the welfare of the aging, and to contract with private, nonprofit corporations, associations, institutions or agencies for the operation and maintenance of such programs; and

WHEREAS, Section 95-a of the General Municipal Law further provides, inter alia, that any such town may appropriate, raise and expend moneys for the purposes of establishing, maintaining and operating, or contracting for the operation and maintenance of such programs, and may also receive and expend moneys from the state, the federal government or private individuals, corporations or associations for such purposes; and

WHEREAS, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with the **Seniors** for the purpose of providing such programs devoted in whole or in part to the welfare of the aging;

NOW, THEREFORE, the parties hereto agree as follows:

Section I

Purpose and Intent

The State of New York recognizes the worth of and therefore provides for State aid to participating municipalities for the provision of programs for health promotion and recreational

activities for elderly persons in New York State in order to assist such persons to prevent physical or mental deterioration which may result in premature institutionalization or loss of independence and to delay the premature use of higher cost services. These activities are designed to:

- (a) prevent isolation and associated functional losses by providing social activities and opportunities to find companionship;
- (b) promote the physical and mental health of older persons by providing health promotion activities such as exercise, stress management and education on proper diet and healthy life styles;
- (c) promote personal growth and wellness by providing intellectual, educational and cultural activities and creative arts expression; and
- (d) promote usefulness by creating a feeling of adequacy and accomplishment through volunteer service activities that contribute to the larger community.

It is the purpose and intent of this Service Agreement to have such activities organized, sponsored, planned, administered and carried out by the **Seniors** for the aforesaid purposes and for the general welfare of the aging citizenry of the Town of Poestenkill, and to partially subsidize said activities through the use of public funds, including, if and as available, state and federal aid.

Section II

Services Provided

The nature and scope of services and resources provided to senior citizens by the **Seniors** pursuant to this Service Agreement shall be at the sole reasonable discretion of the **Seniors**, provided that such activities are lawful and advance any of the broad spectrums of goals and purposes outlined above.

Section III

Term of Agreement

This Service Agreement shall be in effect for the calendar year 2016 and shall be automatically renewed on an annual basis thereafter unless either party shall give written notice to the other, not less than ninety (90) days prior to the expiration of any year, of intent to not renew said Service Agreement for the following year. The Service Agreement shall be reviewed by both parties annually and through mutual agreement, amended if and as appropriate.

Section IV

Consideration

In consideration for the **Seniors** providing senior citizen services as hereinabove described, the **Town** agrees to contribute annually to the **Seniors** that sum, if any, as may be reasonably established by the Poestenkill Town Board, including any amounts, which may be obtained for such purpose in the form of State or Federal Financial assistance. For the calendar year 2016 said sum shall be in an amount not less than **Three Thousand Dollars (\$3,000.00)** or such lesser amount as may reflect that portion of services rendered by the **Seniors** which benefits aged citizens of the Town of Poestenkill. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to the **Seniors**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that except for State or Federal funding, the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill. The **Seniors** shall provide to the Town such receipts and vouchers as shall be required to document that Town funding has been utilized for its intended purpose.

Section V

Indemnification

Seniors agrees that it is solely responsible for the activities which it may undertake pursuant to this Service Agreement and that the **Town** has no responsibility for or supervision or control over such activities. Accordingly, **Seniors** hereby covenants to indemnify and save harmless the **Town** against any and all claims arising from the conduct or management of the **Seniors'** activities and programs or the supervision and care (or the inadequacy or lack thereof) of those individuals participating in said activities and programs, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought forth.

Section VI

Management

Consistent with the foregoing, the **Seniors** agree that it will provide full and adequate supervision of and care for those individuals participating in the **Seniors'** activities and programs.

Section VII

Notices

Any notices given pursuant to the provisions of this Service Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the person whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' respective addresses for such purposes shall be as hereinabove indicated.

Section VIII

Binding Effect on Successors and Assigns

This Service Agreement shall be binding on the heirs, executors, successors and assigns of the parties hereto.

_____ Dated: _____
By: **Poestenkill Seniors**

_____ Dated: _____
By: **Town of Poestenkill**
Dominic Jacangelo, Town Supervisor

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, 2016, before me, the subscriber,

personally appeared _____ to me known, who, being
duly sworn, did depose and say that she/he resides at

_____; that she/he is
an officer of **POESTENKILL SENIORS**, the unincorporated association described in and
which executed the foregoing instrument; that she/he was duly authorized by said unincorporated
association to execute the within instrument on behalf of **POESTENKILL SENIORS**; and that
she/he accordingly signed her/his name thereto.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On this _____ day of _____, 2016, before me, the
subscriber, personally appeared Dominic Jacangelo, to me known, who, being duly sworn, did
depose and say that he is the Supervisor of the **Town of Poestenkill**, the municipal corporation
described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that it was so affixed by order of the Town Board of the Town of Poestenkill; and
that he signed his name thereto by like order.

NOTARY PUBLIC

CERTIFICATE OF DESIGNATION

This form must be filed with:

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NEW YORK 12207

No later than FEBRUARY 5, 2016

In order to establish eligibility and credentials to vote at the 2016 Business Session

**TO: THE OFFICERS AND MEMBERS OF
The Association of Towns of the State of New York**

To Ensure Correct Spelling On Badges, Please Print Or Type

I, _____, Town Clerk of the Town of _____, in the
County of _____ and State of New York DO HEREBY CERTIFY that the town
board of the aforesaid town has duly designated the following named person to attend the Annual Business
Session of the Association of Towns of the State of New York, to be held on February 17, 2016, in the Astor
Ballroom of the New York Marriott Marquis, 1535 Broadway, NYC, NY 10036 and to cast the vote of the
aforesaid town, pursuant to §6 of Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE _____

TITLE _____ **E-MAIL ADDRESS** _____

ADDRESS _____

In the absence of the person so designated, the following named person has been designated to cast the
vote of said town:

NAME OF ALTERNATE _____

TITLE _____ **E-MAIL ADDRESS** _____

ADDRESS _____

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town

this _____ day of _____, 20____.

Town Clerk

THE
ASSOCIATION OF TOWNS
OF THE
STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

150 State Street
Albany, NY 12207

Telephone
Area Code 518-465-7933
Fax # 518-465-0724

LORI A. MITHEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

December 30, 2015

Dear Town Clerk:

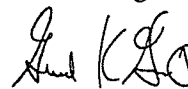
I encourage your town board to designate a delegate and an alternate to send to the Association's Annual Business Meeting with the purposes of electing the president, five vice presidents and voting on the Association's annual legislative platform. The delegates will also be able to attend a presentation on the Association's budget, with a chance to comment and ask questions.

To assign your delegate: The town board must first adopt a resolution designating its delegate (and alternate). While it is customary to designate the town supervisor to serve as the town's voting delegate, the town board may also designate another town officer who will be attending the meeting to serve as the town's alternate delegate. The alternate will assume delegate voting responsibilities if the delegate cannot vote for any reason. After the resolution is adopted, please complete and submit the enclosed Certificate of Designation to the Association of Towns no later than **February 5, 2016**.

Important dates for the delegate: Please ensure these assignments are made to town officials who will be attending the 2016 Annual Meeting & Training School in New York City and can participate in the following meetings. The business meeting (where voting will take place) will be held **Wednesday, February 17, 2016**. The informational budget hearing will be held **Sunday afternoon, February 14, 2016**.

A note about membership dues: In order for your delegate to be able to vote at the Annual Business Meeting, your town's 2016 dues must be received in our office **by February 11, 2016**. We are unable to apply dues payments received by mail in our office after that date as our office will be closed due to the Annual Meeting. Your ability to meet the February 11 payment deadline is essential so the Credentials Committee can verify association membership and allow your delegate to vote on issues presented at the Annual Business Meeting.

Kindest regards,



Gerald K. Geist
Executive Director



GERALD K. GEIST
EXECUTIVE DIRECTOR

WWW.NYTOWNS.ORG

LORI MITHEN DEMASI
COUNSEL

December 2015

Dear Town Clerk:

PLEASE READ AT FIRST 2016 TOWN BOARD MEETING
Contains Dated Material to be Returned

The 2016 Training School and Annual Meeting of this Association will be held at the Marriott Marquis, New York City, February 14-17, 2016.

This is a training session for town officials. The following is a brief outline of events:

INFORMATIONAL HEARING from 3:00-5:00 p.m., Sunday Afternoon,
February 14 – Julliard Complex, 5th Floor.

GENERAL OPENING SESSION 8:45 a.m., Monday Morning, February 15 –
Broadway Ballroom, 6th Floor.

GROUP SESSIONS for various categories of town officers and special programs follow the Opening Session as will be set forth in the printed program:

Town Board Members
Building Officials
Planning & Zoning Officials
Town Justices Generally
Town Justices (Advanced, Accredited)*
Tax Collecting Officers

Fiscal Officers
Public Works & Highway
Town Clerks
Town Court Clerks
Town Attorneys

BREAKFAST WITH THE ASSOCIATION 7:30 a.m., Tuesday Morning,
February 16 – Broadway Ballroom, 6th Floor.

ANNUAL BUSINESS SESSION (Official Delegates) 8:00 a.m., Wednesday
Morning, February 17 – Astor Ballroom, 7th Floor.

The Constitution of the Association provides:

“On all questions arising at meetings of the Association, each member town in good standing shall be entitled to one vote. Such vote shall be cast by a person designated by the town board of such member town, registered and present at the meeting at which the vote is offered. The town board may designate an alternate to cast the vote of such town in the absence of the person so designated. No person shall be designated as a representative of a town or alternate unless he shall be an elector of the town so designated.”

Any town that has paid its dues for the year 2016 BEFORE the Annual Meeting is a member in good standing. A CERTIFICATE OF DESIGNATION OF THE VOTING DELEGATE for your Town is enclosed. THE CERTIFICATE MUST BE EXECUTED AND RETURNED TO THE ASSOCIATION, 150 State Street, Albany, NY 12207, NO LATER THAN FEBRUARY 5, 2016, for the Credentials Committee to review and establish eligibility.

A copy of the preliminary 2016 Legislative Program developed at a joint meeting of the Executive Committee and the Resolutions Committee is attached. The Resolutions Committee will present the Legislative Program to the Delegates at the 2016 Business Session. RESOLUTIONS SUBMITTED AT LEAST 15 DAYS PRIOR TO THE 2016 ANNUAL MEETING will also be received and considered for recommendation at the Business Session.

So that delegates will have an understanding of the proposed resolutions prior to the Business Session on Wednesday, an Informational Hearing on the resolutions will be held by the Executive and Resolutions Committees, Sunday Afternoon, February 14, in the Julliard Complex from 3:00-5:00 p.m.

The registration fee includes “Breakfast with the Association” on Tuesday Morning. This fee together with other actual and necessary expenses of town officers and employees authorized by the town boards to attend, are a legal town charge under 77-b of the General Municipal Law.

Registration receipts will be issued. They should be retained by each town officer or employee attending and should be attached to claim vouchers presented to town boards for reimbursement of attendance expenses. The Official Annual Meeting Badge must be displayed for admission to all sessions and the Exhibit Area.

Check our website for further details on events and sessions at the Annual Meeting:

www.nytowns.org

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on January 21, 2016.

RESOLUTION NO. 3 OF 2016

IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL ACKNOWLEDGING THE CONDUCT AND COMPLETION OF AN AUDIT OF THE TOWN JUSTICE COURT FINANCIAL RECORDS FOR THE CALENDAR YEAR 2014 AND AUTHORIZING THE TRANSMITTAL THEREOF TO THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION (OCA)

WHEREAS, New York State towns and villages are required to conduct an annual audit and review of the justice court records of the municipality as such records are presented by the local court justices in accordance with §2019-a of the Uniform Justice Court Act; and

WHEREAS, as evidenced by her written report dated and submitted to the Poestenkill Town Board on December 30, 2015, Poestenkill bookkeeper Michelle Asquith on behalf of the Poestenkill Town Board conducted such an audit of the Poestenkill Town Justice Court financial records for the calendar year 2014; and

WHEREAS, said audit report has been received and the findings contained therein have been reviewed by the Poestenkill Town Board and no major issues have been found to exist;

NOW, LET IT THEREFORE BE

RESOLVED, that the Town Board of the Town of Poestenkill hereby approves and adopts said audit report for the calendar year 2014; and it is further

RESOLVED, that a copy of said audit report for the calendar year 2014 be submitted to the New York State Office of Court Administration (OCA) for review by OCA's Office of Internal Affairs for recurring findings and other matters that might identify problems requiring further audit or remedial actions, with the results of such review to be integrated into the applicable risk assessment process.

MOVED BY: _____

Prepared and approved as to form by:
Patrick J. Tomaselli, Esq., Town Attorney

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilman Haas: _____
Councilwoman Ross: _____
Councilman Van Slyke: _____
Councilman Wohlleber: _____
Supervisor Jacangelo: _____



RYAN BIGGS
CLARK DAVIS
ENGINEERING & SURVEYING

4 January 2016

Dominic Jacangelo, Supervisor
Town of Poestenkill
P.O. Box 210
Poestenkill, NY 12140

Re: 2016 Proposal for Engineering Services related to the Landfill Consent Order

Dear Mr. Jacangelo:

We are pleased to submit this proposal for civil engineering services in regard to the March 1994 Consent Order with New York State Department of Environmental Conservation (NYSDEC). This Consent Order requires groundwater sampling and analysis of monitoring wells and residential wells in the vicinity of the Poestenkill Landfill.

Groundwater sampling and analysis will be performed by Adirondack Environmental Services, Inc. (AES) under a separate contract with the Town.

Ryan Biggs | Clark Davis Engineering & Surveying, P.C. will review and coordinate this work, and provide the required reporting to NYSDEC as detailed in the Consent Order.

Scope of Services

Ryan Biggs | Clark Davis Engineering & Surveying, P.C. will perform the following services:

1. Coordinate contracts between the Town of Poestenkill and Adirondack Environmental Services (AES).
2. Review laboratory reports from AES and for each round of sampling, prepare a summary report of the results and transmit to the Town, NYSDEC, NYSDOH and affected homeowners. Records of all reports will be kept on file by Ryan Biggs | Clark Davis Engineering & Surveying, P.C.
3. Provide other related assistance, as needed, including answering questions or responding to requests by the Town, NYSDEC or NYSDOH.

RYAN BIGGS | CLARK DAVIS
ENGINEERING & SURVEYING
www.ryanbiggs.com
info@ryanbiggs.com

CAPITAL DISTRICT-CORPORATE OFFICE
257 Ushers Road
Clifton Park, NY 12065
p 518 406.5506

FINGER LAKES OFFICE
4592 Jordan Road, PO Box 217
Skaneateles Falls, NY 13153
p 315 685.4732

HUDSON VALLEY OFFICE
20 Shaker Road, PO Box 730
New Lebanon, NY 12125
p 518 794.8613

Fees for Services

Our fees for the above scope of services are as follows:

Adirondack Review & Professional Services	\$1,500.00
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We will invoice for reimbursables at cost, including mileage, postage, printing and copying of documents as required.

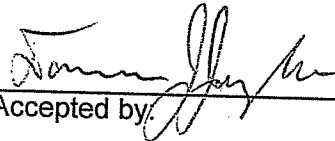
We hope that you will look favorably on our proposal, and if so, please sign below and return a copy to our office.

If you have any questions, please feel free to contact us.

Sincerely,



Sarah M. Killeen
Ryan Biggs | Clark Davis Engineering & Surveying, P.C.

Accepted by:  Title: Tony Sengese, SCA Date: 01/7/2016

TERMS AND CONDITIONS

1. Billing and Payment

- a. Invoice will be sent monthly.
- b. Payment shall be mailed to:
Ryan Biggs | Clark Davis Engineering & Surveying, P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Payment is due upon receipt.
- d. If the Client fails to make payments to Ryan Biggs | Clark Davis Engineering & Surveying, P.C. in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$210
Principal Associate	185
Senior Associate	160
Associate	145
Senior Engineer	135
Chief Surveyor	125
Professional Engineer	120
Revit Designer	110
Design Engineer/Technician	100
Senior CADD	85
CADD	75
Submittal Coordinator	70
Non-Technical	55

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

3. Additional Services

- a. Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Documents

- a. All documents produced by Ryan Biggs | Clark Davis under this agreement are instruments of professional service. Upon completion and payment for services, the documents become the property of Client. The documents may not be modified by this Client for any other endeavor without the written consent of Ryan Biggs | Clark Davis.

6. Allocation of Risk

Professional Standards

The only obligation of Ryan Biggs | Clark Davis and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$50,000.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Indemnification

- a. The Client shall indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided and to the extent that all such claims, damage, loss, or expense are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to save, indemnify, and hold Client harmless against all liabilities, claims, and demands or judgment for damages arising from injury, death, damage or loss to persons or tangible property to the extent caused by the negligence or fault of Ryan Biggs | Clark Davis, their agents, or employees

and will pay judgment rendered in such suits to the limit stated above and will reimburse or indemnify Client for all expenditures or expenses, including court costs and counsel fees, made or incurred by Client and Owner by reason of such injury, death, damage, or loss.

- c. The Client acknowledges the risks to Ryan Biggs | Clark Davis inherent in projects such as this and the disparity between Ryan Biggs | Clark Davis' fee and Ryan Biggs | Clark Davis' potential liability for problems or alleged problems with such projects. Therefore, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the services performed under this agreement except for the Consultant's sole negligence or willful misconduct.
- e. In consideration of the substantial risks to the Consultant in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Ryan Biggs | Clark Davis and its employees which may arise out of or in connection with this Project or the performance, by any of the parties above named, of the services under this agreement.

15. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

16. Termination of Services

- a. This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

18. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
- b. This proposal is valid for a period of 60 days from the date on the first page.

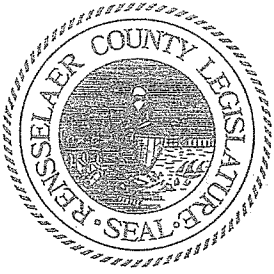
19. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

20. Third-Party Exclusion

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

Thank you for considering us for this project. We look forward to working with you.



Rensselaer County Legislature

Office of the Majority

December 22, 2015

Jessica L. Charette
Clerk of the Legislature

Teresa M. Merriman
Deputy Clerk of the Legislature
Supervisor of the Town of Poestenkill
PO Box 210
Poestenkill, New York 12140

Dear Supervisor:

The Rensselaer County Legislature would like a response for your town, city and/or village regarding Fire Advisory Board appointments. The term of the Rensselaer County Fire Advisory Board appointees expired as of December 31, 2015. As we recognize the dedicated service that has been done in the past by Louis Basale we would like to know if you wish to maintain the current appointment or provide us a new appointment. Please e-mail or fax me a letter with your request to this office by January 22, 2016, so it can be placed on the agenda of our February regular meeting.

I would like to thank you for your assistance and look forward to hearing from you soon.

Sincerely,

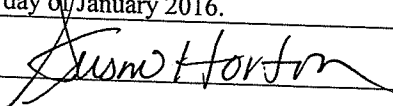
A handwritten signature in cursive script that reads "Jessica L. Charette".

Jessica L. Charette
Clerk of the Legislature

"Say NO to Drugs"

**TOWN CLERK'S MONTHLY REPORT
TOWN OF POESTENKILL, NEW YORK
DECEMBER 2015**

TO THE SUPERVISOR: Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the payment of which is otherwise provided for by law:

Conservation Fees to the Town:		\$ 10.26
Marriage License	No. 1 @ \$ 7.50 each	\$ 7.50
Marriage Certificate	1 @ \$10.00 each	\$ 10.00
Marriage Transcript	@ \$10.00 each	\$
A1255 Total Town Clerk Fees		\$ 27.76
Peddler's Permit		\$
A1289 Registrar		\$ 50.00
Bell Jar		\$
A2544 Local Fee for 12 dogs		\$ 20.00
A2115 Planning Board Fees/ZBA fees		\$ 102.00
A2555 Building Permits		\$ 260.00
A2655 Minor Sales / Certified Copies / Foil Request		\$ 762.50
		\$ 27.50
A2268 Impoundment fees from Creekside Kennel		\$ 105.00
A2720 Water Meter Fee	\$ 900.00	\$
1001 Water Benefit Charge	\$	\$
A2240 Misc. Water Charges	\$	\$
A2710 Water Permit Fee	\$ 120.00	\$
1001 Water billing	\$ 969.33	\$
Total Water Charges		\$ 1,989.33
REVENUE TO SUPERVISOR		
Amount paid to State Comptroller for Games Chance License		\$ 3,344.09
Amount paid to DEC for Conservation Licenses		30.00
		\$
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program		175.74
		28.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 22.50
TOTAL DISBURSED		\$ 256.24
January 6, 2016 Dominic Jacangelo, Supervisor		
TOTAL AMOUNT RECEIVED BY CLERK		\$ 3,600.33
State of New York, County of Rensselaer, Town of Poestenkill, Susan Horton, being duly sworn says that she is the Clerk of the Town of Poestenkill the foregoing is a full and true statement of all Fees and Moneys received by her during December only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of January 2016.		
		

TO: TOWN BOARD MEMBERS/SUPERVISOR JACANGELO
TOWN ACCOUNTANT

FROM: TOWN CLERK

RE: 2015 REVENUES AND DISBURSEMENTS IN THE CLERK'S
OFFICE

DATE: JANUARY 6, 2016

TOTAL REVENUE FOR 2015		
DISBURSEMENTS		\$98,354.86
SUPERVISOR	\$16,744.51	
WATER MONIES FOR 2014 remitted To Supervisor	\$70,741.10	
Total remitted to Supervisor including Water monies	\$87,485.61	
NYS DEPT. OF ENCON	\$ 9,823.25	
NYS COMPTROLLER FOR BELL JAR LICENSES	\$ 30.00	
NYS HEALTH DEPT FOR SHARE OF MARRIAGE LICENSES	\$ 405.00	
NYS DEPT. OF AG & MARKETS FOR SPAYING/NEUTERING PROGRAM	\$ 611.00	
TOTAL DISBURSEMENTS:		\$98,354.86



Town of Poestenkill

38 Davis Drive | P.O. Box 210

Poestenkill, NY 12140

518.283.5100 (Phone)

518.283.7550 (Fax)

OFFICE OF THE
ASSESSOR

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR
ASSESSOR'S REPORT FOR DECEMBER 2015

Renewal applications have been mailed the end of December to all applicants. They include Aged, Enhanced STAR, Agriculture, Disability and clergy. They are due by taxable status date of March 1st.

The corrections/changes approved by the Board of Assessment Review will be processed by Rensselaer County and those changes will be applied to the respective property tax bills for January 2016.

Deeds continue to be received and processed with STAR applications being mailed to the new owners. This office has received some Basic STAR applications and some veteran's applications which will be applied starting this year.

Constituent relations are considered good during the report period.

Respectfully submitted,

Brian M. Jackson

Assessor

Town of Poestenkill

cc: Town Board
Susan Horton, Town Clerk



TOWN OF POESTENKILL

38 Davis Drive, P.O. 210
Poestenkill, NY 12140

Office of the
Building Inspector/
Code Enforcement Officer/Water Manager

January 7, 2016

TO: DOMINIC JACANGELO - SUPERVISOR

FROM: ROBERT L. BRUNET, P.E. - BUILDING INSPECTOR/
CODE ENFORCEMENT OFFICER/WATER MANAGER

RYB

RE: WORK ACTIVITIES FOR DECEMBER 2015

New construction permits and permit renewals have stabilized during the December period. Repair and alterations work has continued, largely on existing open permits. In this month's report the standard results are reviewed and a detailed summary of our status of connections to the Poestenkill municipal water system is presented. A brief overview of our water hookup status is as follows: (1/7/2016).

- 1) Permits issued to hookup - 369
- 2) Final testing, water flushing, meter installation and plumbing connection inspections (fully hooked-up residences/businesses/schools to water)-347
- 3) Certificates of Compliance issued - 323
- 4) Physical site inspections for hookup - 646
- 5) New Installations (4)
- 6) New Wet Taps installed and inspected - (3)

On December 21st we collected the Water Consumption Readings for Sue Horton to process and mail out the quarterly water bills.

On December 2, 2015 we took the NYSDOH required sample for the monthly Coliform test. The Coliform sample was tested by St. Peter's Hospital Environmental Laboratory and found to be satisfactory. All other required annual and quarterly testing samples are satisfactory except for THMs. As discussed for the past several years, There appears to be a continuing problem with THMs (Total Trihalomethanes). Poestenkill does not treat our water for THMs (these treatment methods are very expensive). There have been numerous meetings over the last couple of years with the NSDOH, the RCDOH, Water Representatives from Troy and Brunswick, as well as outside vendors helping to solve the problem. The problem originates from Troy which has been working diligently to solve the issue. We have been and continue to be involved in working with these organizations but the problem still exists. Our THM readings have improved significantly but still are not meeting the standard of 80 ppm (the MCL). Our fourth quarter results of

our sampling on 11/2/2015 indicate that the sample taken at 182 Main Ave was satisfactory at 65.1 ppm, but the result at 38 Davis Drive did not meet standards with a reading of 88.6. The THM readings have been so high coming from Troy and Brunswick that it is virtually impossible for Poestenkill to meet THM standards without significant capital and operational expenses. In anticipation of future THM problems in meeting New York State standards, it is significant to recognize some of the specific agreements with Brunswick in the September 29, 2009 Water Transportation Agreement Between Town Of Brunswick and Town Of Poestenkill: Specifically,

- “Agreement whereby BRUNSWICK agrees to transport an additional volume of water to POESTENKILL on such terms and conditions as the parties shall therein specify. POESTENKILL shall accept such water as it is chlorinated, treated and purified by TROY and BRUNSWICK. **In this regard, it is specifically acknowledged by POESTENKILL that it may have to chlorinate and/or otherwise treat the water received from BRUNSWICK in order to meet the requirements of the drinking water standards of the New York State Health Department** (including especially those set forth in 10 NYCRR Part 5, Subpart 5-1 Public Water Systems) and the Rensselaer County Health Department.” (From Page 2 of the agreement).
- **“BRUNSWICK SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR** the Acts Of God, or any other acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement or in **any deficiency in the quality of the water transported to POESTENKILL.**” (From Page 3 of the agreement).

It is noteworthy to mention that one of the two large water pumps at the water station has been developing bearing problems for several months. It was imperative to repair this large 7.5 HP, 460 volt motor before it seized up causing significant expense to Poestenkill. Rather than having a Pump company come in, remove and repair the unit at an estimated cost of \$3,000, we performed the removal work ourselves and had new bearings installed by the Pump Service and Supply of Troy at a total cost of \$625. The station is now again fully operational and functioning well.

As required by the NYS State Department, we submitted our Municipal Code Enforcement and Administration Annual Report. By meeting the deadline Poestenkill will be receiving a free set of the newly adopted ICC Code (a savings to Poestenkill of approximately \$ 900). As previously discussed, The New York Department of State will replace the New York State Building Codes in 2016 with the (ICC) International Codes Council Building Code. This new NYS Building Code requirement will have an appendix which will modify a number of the ICC requirements, such as requiring sprinklers in single family residences and will modifying other standards such as the requirements for smoke and carbon monoxide alarms . We have been actively involved in the code adoption process to maximize the benefits of the new code for Poestenkill. As mentioned

above, we have arranged with the New York Department of State to receive a free copy of the new codes for our use.

The overview of our standard items reveals that resident complaints, inspections for construction and property maintenance issues are continuing with corrective actions being taken where warranted, most on a voluntary compliance basis. There is continued action required to address those locations where the owner either ignores or refuses to correct the problems. There has been a significant effort made (ongoing) to correct conditions and violations of the New York State Property Maintenance Code.

We continue to meet our objective of 100% compliance with regard to the NYS "811-Call Before You Dig" law. We also continue to meet 100% of our responsibilities as the Assessor's Data Collector.

MS4

MUNICIPAL SEPARATE STORM SEWER SYSTEM

Inspections for MS4 issues continue with generally good results being experienced and we continue to meet all our responsibilities in this important area.

The following specific work was accomplished by the Building Inspector / Code Enforcement / Water Manager Office during the month of December 2015.

- I Work Permits 14
- III Certificate of Occupancy Issued: 2
- IV Certificate of Compliance Issued: 8
- V Assisted:
 - a) Phone Calls – over 175
 - b) Office Meetings - over 25
- VI Site Inspections: 31 (23 CEO & 8 MS4)
- VII Complaints Received: 9
- VIII Fees collected: \$ 1,467
- IX MS4 Construction / SWPPP Inspections: 8

Poestenkill Dog Control

December 2015

3rd Dog being walked on leash. Soiling property

4th Lost dog

7th Dog killed by car on Plank Rd

20th Resident found stray dog



Town of Poestenkill
Office of the Highway Superintendent
P.O. Box 210
Poestenkill, NY 12140
(518) 283-4144

To: Town supervisor- Dominic Jacangelo
Town Board Members Ross, Wohlleber, Hass, Van Slyke

From: Highway Superintendent- Toby Chadwick

Date: January 14, 2016

RE: Highway Activities
December 9, 2015- January 14, 2016

1. Crew been out picking up leaves and brush
2. Crew been out cutting brush at gravel pit on the permitted area
3. Crew been out replacing culverts
4. Crew been welding equipment and repairing equipment in the shop
5. Crew been out sanding roads and plowing