

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
JANUARY 19, 2017
Not approved at time of distribution)

ROLL CALL AS FOLLOWS

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

NON-VOTING MEMBERS

Susan Horton, Town Clerk
Patrick Tomaselli, Town Attorney

Motion by Hass, seconded by Van Slyke 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 comments. S. Kellar, Heather Ridge resident spoke on the ambulance issue. He reported on the Ambulance Committee meeting that was recently held at the Town Hall and the amount of people that attended this meeting. He feels that it's very important to have a mutual aid service in place and he wants the Board to keep an open mind regarding this issue. Councilman Wohlleber would like the town to put out an RFP for Ambulance service and it was seconded by Councilman Van Slyke and a lengthy discussion followed. Supervisor Jacangelo stated that the Ambulance committee is a group on its own and can put out a proposal on its own and then bring it back to the Board with all the details. Supervisor Jacangelo spoke on the County's RFP and felt there were major deficiencies in this proposal with no warranty of service in the proposal. Another proposal was going out from the County for a single ambulance and a "fly car" with 24-hour paramedic services. A Heather Ridge resident spoke on the importance of having an ambulance service and the bottom line is whatever the Town decides on this service, it is going to cost the Town money. The original motion pertaining to the ambulance service was laid aside and Supervisor Jacangelo made a motion to formulate an RFP committee to write the proposal and to appoint Councilmembers Van Slyke and Wohlleber to the committee and for them to bring it back to the Town Board. This motion was seconded by Van Slyke and carried with 5 ayes. S. Valente requested time to speak later in the meeting.

Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's minutes of the Year-End meeting of December 29, 2016 as written. Motion by Butler, seconded by Hass and an oral vote of 5 ayes to accept the Town Clerk's minutes of the January 5, 2017 Organizational Meeting as written.

Liaison Reports:

Planning Board –Town Board members had copies of the Planning Board's meeting of January 3, 2017. Supervisor Jacangelo has set up a round table discussion on January 25th at 7pm at the Town Hall to discuss the solar farms. All Boards are invited to attend.

Zoning Board – Meeting was cancelled due to lack of agenda items.

Fire Company – Town Board members had copies of the Fire Co. December report.

Library – L. Lundgren reported on the activities at the Library.

Youth Advisory Board-Councilman Wohlleber updated the Board on the activities that were happening with the Youth Board.

CAC- No Meeting

Correspondence:

There was no correspondence.

Discussion Items:

Highway Inventory- Councilwoman Butler, liaison to the Highway Department has been working with the Highway Superintendent as well as Councilman Hass in getting an inventory list together of all the vehicles that are part of the highway fleet. Town Board members had copies of this paperwork. A Disposal list of vehicles has also been put together to be sold in the Spring. There was a lengthy discussion on the rotation of the vehicles and Councilman Hass talked about a lease purchase arrangement that is on a structured repayment schedule. Right now, there are eight vehicles that the Highway Superintendent feels that should be on this eight-year schedule of rotation. The structural lease advantage is that it will give the town a good fleet. Supervisor Jacangelo feels that this program has a lot of potential and Councilman Hass will do more work on the spreadsheets dealing with the inventory. Supervisor Jacangelo wants to move forward with the list of vehicles to be auctioned off in the Spring. He thanked the Highway Superintendent and Councilmembers Hass and Butler for all their hard work on this issue and the work will continue on this project.

Action Items:

Recognize Brian Jackson as Assessor-Motion by Hass seconded by Van Slyke and an oral vote of 5 ayes to recognize the appointment of Brian Jackson as Assessor at a salary of \$14,935 with a term to expire 09/30/2019.

Appoint Steve Valente as Alternate-Motion by Van Slyke, seconded by Wohlleber and an oral vote of 5 ayes to appoint Steve R. Valente as Alternate on the Planning Board with a term to expire 12/31/2017 at no salary.

Adopt Highway Inventory Resolution- Supervisor Jacangelo had several questions/concerns pertaining to this road inventory and one of them was to do with New Rd. and the parcels that are along what was New Rd. Supervisor Jacangelo is concerned over landlocked parcels. At a future date this New Rd. issue should be looked at as a right-of-way and does not think the town should abandon this parcel and would like to do further investigative work on the issue. Mr. Tomaselli reviewed with Town Board members the different coding that NYSDOT used for this inventory list of roads and what the coding meant. S. Valente spoke on the New Rd. issue. RESOLUTION #1-2017-IN THE MATTER OF THE TOWN BOARD ADOPTING THE LOCAL HIGHWAY INVENTORY (LHI) AS IDENTIFIED, ESTABLISHED AND VERIFIED BY THE POESTENKILL SUPERINTENDENT OF HIGHWAYS PURSUANT TO SECTION 140 OF THE HIGHWAY LAW as amended resolved, that the Town Clerk is hereby directed and authorized to transmit a certified copy of this Resolution and the New and Extended Road Template in support thereof to the NYSDOT by mailing or delivering same to Caitlin J; Clark, P.E., Civil Engineer 2, Highway Data Section, NYSDOT Highway Data Services Bureau, 50 Wolf Road, 4-2, Albany, NY 12232. Town Board members had copies of the Road Inventory Template.

MOVED BY: Councilwoman Butler
 SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Butler	YES
Councilman Hass	YES
Councilman Van Slyke	YES
Councilman Wohlleber	YES
Supervisor Jacangelo	YES

Adopt Workplace Violence Policy and Resolution-This item was decided to be laid aside until the February 23, 2017 meeting where it will be discussed in length. Town Board members were asked to review this policy prior to the February meeting.

Budget Transfers:

RESOLUTION #2-2107-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 \$105 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 18160.41 (Landfill/Water)

MOVED BY: Councilman Hass
 SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

Councilwoman Butler	YES
Councilman Hass	YES
Councilman Van Slyke	YES
Councilman Wohlleber	YES
Supervisor Jacangelo	YES

Reports:

Supervisor's Report- Supervisor Jacangelo reported that the 2016 AUD is almost 95% completed. He is meeting with the Cable Co. on January 20th and there is a meeting with K. Marchione on Jan. 27th. He also reported that he has gone to see R. Brunet and that he would like to see some of the town residents. He further noted that the Court Grant was approved for \$14,000.

Motion by Butler, seconded by Van Slyke and carried to terminate Robert Brunet's leave of absence from the Town.

Town Attorney's Report – Mr. Tomaselli reported on the matters that he worked on since the last Town Board meeting which included working on the Highway Inventory and the Workplace Violence Policy resolution.

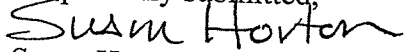
Town Clerk's Report – Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's report of January 2017. The total amount received in the Clerk's office was \$12,082.49 and of that amount \$11,979.48 was remitted to the Supervisor. Town Board members had copies of the Town Clerk's Revenue/Disbursement Report for the year ending. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. There were also reports from the Assessor, DCO, Creekside Shelter, 811 report, Water report and the Highway Dept. report.

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #1-2017 in the amount of \$22,347.40. Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #2-2017 in the amount of \$4,913.69.

Motion by Wohlleber, seconded by Hass and carried to adjourn this meeting at 9:05 p.m.

Respectfully submitted,



Susan Horton, Town Clerk

Charter

COMMUNICATIONS

January 19, 2017

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Charter Communications is announcing a new suite of TV packages available on or soon after **February 21, 2017**. Our new TV packages provide more choice and value with equipment prices to help make the most of a customers' TV service. Spectrum TV has more FREE HD than ever before, FREE Primetime On Demand and the ability to watch live TV anywhere in your home and everywhere on-the-go. Spectrum TV packages will be announced through a bill statement message and legal notice to customers. For pricing details regarding these new packages, visit Spectrum.com/TVpackages. Customers without Internet access may contact us at (888) 901-0203 to request printed details.

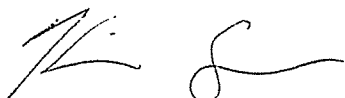
In addition, containing costs and efficiently managing our operations are critical to providing customers with the best value possible. Like every business, Charter Communications faces rising costs that require occasional price adjustments. As a result, customers will be notified of the following price adjustments through a billing statement message and legal notice on or after January 21, 2017.

Effective on or after February 21, 2017:

- Broadcast TV Surcharge from \$3.75 to \$6.05
- Sports Programming Surcharge from \$5.00 to \$2.70
- Digital Adaptors increasing to \$4.00

We remain committed to providing an excellent experience for our customers in your community and in each of the communities we serve. If you have any questions or concerns, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications

20 Century Hill Drive
Latham, NY 12110

Michelle Asquith

From: Coscione, Susan D <Susan.Coscione@charter.com> on behalf of Egan, Kevin R <Kevin.Egan@charter.com>
Sent: Friday, January 27, 2017 6:12 PM
Subject: Re: Charter Communications – Upcoming Changes



January 27, 2017

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

I am providing you with this notice as part of our ongoing efforts to keep you apprised of developments affecting Charter (formerly Time Warner Cable) subscribers in the Albany area.

From time to time we make certain changes in the services we offer in order to better serve our customers. The following changes are scheduled to take place:

Effective on or after January 31, 2017, the following channels will be dropped from our lineup:

- CLOO, Channel 139
- CCTV 9 News, Channel 221

Effective on or after February 14, 2017, the following channels will be added to our lineup:

- PBS Kids (WMHT), Channel 1277

We remain committed to providing an excellent experience for our customers in your community and in each of the communities we serve. If you have any questions or concerns, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Egan".

Kevin Egan
Director, Government Affairs
Charter Communications



Planning Board

TOWN OF POESTENKILL

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

PLANNING BOARD AGENDA

February 7, 2017

7:30 Meeting Opens – Pledge of Allegiance

Minutes of the January Meeting

Public Comment Period

Allen & Penny Yetto
(Tax Map # 125.7-2-1)

Proposal Review
20 Circle Drive

Fane/Callahan Mine
(Tax Map # 135.7-10.3)

Special Use Permit
Snyders Corner Road

Organizational Items

Other:

Jeff Briggs	to attend February Meetings
Tom Russell	to attend March Meetings
Bob Dore	to attend April Meetings



Planning Board

TOWN OF POESTENKILL

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

PLANNING BOARD
February 7, 2017 Minutes
(Distributed before approval)

Attendees:

Tom Russell, Chairman
Robert Dore
William Daniel
Jeffrey Briggs
Don Heckelman
Steve Valente, Alternate
Robert Ryan, Attorney

Absent:

Judy Grattan
Harvey Teal

Chairman Russo called the meeting to order at 7:30 pm with the Pledge of Allegiance.

Minutes

The minutes of the Board meeting on December 6, 2016 were reviewed, motion by chairman Russell to accept as written, seconded by Member Dore, 6 ayes, 0 nays, 0 abstentions.

Public Comment Period

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

Allen & Penny Yetto
(Tax Map # 125.05-4-13)

Sketch Plan
20 Circle Drive

Allen & Penny Yetto are purchasing a neighboring parcel (#17 Circle) and his son is to buy his home. Mr. Yetto wants a portion of the existing lot @ #20 Circle, approximately .44 acres, to be combined with the parcel at #17 Circle Drive., where he could have a garage (proposes a modular, 2 bay, 20' x 34') for storage of two (2) autos, two (2) motorcycles, two (2) quads. His proposed structure would meet all the setback requirements. After much discussion, it was decided that he will apply for minor subdivision and a lot line adjustment simultaneously, said applications submitted with a new survey, with Public Hearing at April Planning Board meeting. The remaining parcel will remain larger than the 1 acre minimum.

Warren Fane/Poestenkill Mine
(Tax Map # 135.-7-10.3)

Special Use Permit
NY Route 66 @ Snyders Corner Road

Jeffrey Lang of Griggs-Land Consulting Geologists, Inc. and William Doyle, Esq. presented the application to the Board, noting that the proposed work would not be visible, sound only on-site, hours of operations 7 am to 5 pm, there will be no processing, access to site remains at current Route 66 entrance – no disruption on John Snyder Road. The DEC Permit ID#4-3838-00095/00001 was issued on January 26, 2017, to allow excavation on site within a term of five (5) years, with possible two (2) year extension. The proposed work would not go into the water table, will keep work at five (5) feet above water table. The existing berm is to remain and work will be unseen by neighboring residences. They offer to survey existing residential wells (with Owners permission) to establish a base line and that any affected well would be worked into the existing municipal water line. Discussion included but was not limited to 1) The noise to neighbors from “back-up alarms” on vehicles, could the levels be reduced, 2 Could the condition of the older portion/pit be reclaimed by bank rolling, etc., to make “workable piece of land” prior to natural regeneration. A Public Hearing will be scheduled for the March 7, 2017 meeting of the Planning Board.

Clare Ryan
(Tax Map # 135.-7-15)

Special Use Permit
541 West Sand Lake Road

Chairman Russell made Board aware of an on-going situation with the keeping of a horse without a Special Use Permit at the above noted address, said address which is partly in Poestenkill and partly in Town of Sand Lake. Board expects to have the Special Use Permit application and associated fee in accordance with time frame to review at the March 7, 2017 Planning Board meeting.

There being no further business, a motion to adjourn was made by Member Valente, seconded by Member Briggs, and approved by all members. The meeting was adjourned at 8:35 pm.

Respectfully submitted,

Lynn E. Kane
Planning Board Clerk



Zoning Board of Appeals

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

AGENDA

Zoning Board of Appeals

February 14, 2017

7:30 pm

MEETING CANCELLED

Other:

Kevin McGrath to attend February Meetings
Cheryl Sarjeant to attend March Meetings
Tim Hoffay to attend April Meetings

Poestenkill Fire Company
Custom Summary Report
January 2017

	<u>Jan 17</u>
Expense	
Awards	807.45
Bank Adj.	120.45
Building Fuel (heating)	
East Poestenkill (fuel oil)	430.85
East Poestenkill (propane)	427.11
Main Station (Propanel)	1,057.50
Total Building Fuel (heating)	<u>1,915.46</u>
Building Maintance	
Cleaning Supplies	176.52
Main Station	95.90
Refuse	18.25
Building Maintance - Other	813.24
Total Building Maintance	<u>1,103.91</u>
Electric	
East Poestenkill	104.70
Main Station	21.02
Total Electric	<u>125.72</u>
Equipment	
New Equipment	2,665.12
Repair & Maintance	210.00
Total Equipment	<u>2,875.12</u>
Fire Trucks	
Fuel	613.78
Repair & Maintance	3,401.39
Total Fire Trucks	<u>4,015.17</u>
Insurance	
Buildings	1,643.00
Total Insurance	<u>1,643.00</u>
Medical Supplies	246.53
Membership Dues	444.17
Memorial Donation	40.00
Security Alarm	65.00
Solar	108.67
Telephone	
Cell Phones	107.34
East Poestenkill	59.39
Main Station	194.09
Total Telephone	<u>360.82</u>
Training	40.00
Water Tax	352.51
Total Expense	<u>14,263.98</u>
Net Income	<u><u>-14,263.98</u></u>

Section 1. Authority

This Zoning for Solar Energy Law is adopted pursuant to Sections 261 through 263 of the Town Law of the State of New York, which authorize the Town of Poestenkill to adopt zoning provisions that advance and protect the health, safety, and welfare of the community, and "to make provision for, so far as conditions may permit, the accommodation of Solar Energy Systems and equipment and access to sunlight necessary therefor."

Section 2. Statement of Purpose

This Zoning for Solar Energy Law is adopted to advance and protect the public health, safety, and welfare of the Town of Poestenkill in many ways, including the following:

- (a) Taking advantage of a safe, abundant, renewable, and non-polluting energy resource;
- (b) Decreasing the cost of energy to the owners of commercial and residential properties, including single-family houses;
- (c) Increasing employment and business development in the region by furthering the installation of Solar Energy Systems.
- (d) Decreasing the use of fossil fuels, thereby reducing the carbon footprint of [Insert Name of Municipality];
- (e) Investing in a locally-generated source of energy and increasing local economic value, thereby reducing local dependence upon the importation and purpose non-local fossil fuels;
- (f) Aligning the laws and regulation of the community with several policies of the State of New York, particularly those that encourage distributed energy systems;
- (g) Becoming more competitive for a number of state and federal grants and tax benefits;
- (h) Making the community more resilient during storm events;
- (i) Aiding the energy independence of the country;
- (j) Diversifying energy resources to decrease dependence on the grid;
- (k) Improving public health;
- (l) Encouraging a sense of pride in the community;
- (m) Encouraging investment in public infrastructure supportive of solar, such as generation facilities, grid-scale transmission infrastructure, and energy storage sites;
- (n) Creating synergy between solar actions of the community and the sustainability provisions of the Comprehensive Plan; and
- (o) Creating synergy between solar and other stated goals of the community pursuant to its Comprehensive Plan, such as revitalization of the Hamlet district, vacant land management, and creating a healthier community environment.

Section 3. Definitions

BUILDING INTEGRATED PHOTOVOLTAIC SYSTEM: A combination of photovoltaic building components integrated into any building envelope system such as vertical facades including glass and other facade material, semitransparent skylight systems, roofing materials, and shading over windows.

GROUND-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System that is anchored to the ground and attached to a pole or other mounting system, detached from any other structure for the primary purpose of producing electricity for onsite consumption.

LARGE-SCALE SOLAR ENERGY SYSTEM: A Solar Energy System that is ground-mounted and produces energy primarily for the purpose of offsite sale or consumption.

ROOF-MOUNTED SOLAR ENERGY SYSTEM: A Solar Panel System located on the roof of any legally permitted building or structure for the primary purpose of producing electricity for onsite or offsite consumption.

SOLAR ENERGY EQUIPMENT: Electrical energy storage devices, material, hardware, inverters, or other electrical equipment and conduit of photovoltaic devices associated with the production of electrical energy

SOLAR ENERGY SYSTEM: An electrical generating system composed of a combination of both Solar Panels and Solar Energy Equipment

SOLAR PANEL: A photovoltaic device capable of collecting and converting solar energy into electrical energy.

Section 4. Applicability

The requirements of this law shall apply to all Solar Energy Systems installed or modified after its effective date, excluding general maintenance and repair and Building-Integrated Photovoltaic Systems.

Section 5. Solar as an Accessory Use/Structure

A. Roof-Mounted Solar Energy Systems.

- (1) Roof-Mounted Solar Energy Systems that use the electricity onsite or offsite are permitted as an accessory use in all zoning districts when attached to any lawfully permitted building or structure.
- (2) Height. Solar Energy Systems shall not exceed maximum height restrictions within the zoning district it is located in and are provided the same height exemptions granted to building-mounted mechanical devices or equipment.
- (3) Aesthetics. Roof-Mounted Solar Energy System installations shall incorporate, when feasible, the following design requirements:
 - (a) Panels facing the front yard must be mounted at the same angle as the roof's surface with a maximum distance of 18 inches between the roof and highest edge of the system.
- (4) Roof-Mounted Solar Energy Systems that use the energy onsite or offsite shall be exempt from site plan review under the local zoning code or other land use regulations.

B. Ground-Mounted Solar Energy Systems.

- (1) Ground-Mounted Solar Energy Systems that use the electricity primarily onsite are permitted as accessory structures in [Insert District(s)].
- (2) Height and Setback. Ground-Mounted Solar Energy Systems shall adhere to the height and setback requirements of the underlying zoning district
- (3) Lot Coverage. Systems are limited to [Insert Lot Coverage Percentage]. The surface area covered by Ground-Mounted Solar Panels shall be included in total lot coverage.
- (4) All such Systems in residential districts shall be installed in the side or rear yards.
- (5) Ground-Mounted Solar Energy Systems that use the electricity primarily onsite shall be exempt from site plan review under the local zoning code or other land use regulations.

Section 6. Approval Standards for Large-Scale Solar Systems as a Special Use

A. Large-Scale Solar Energy Systems are permitted through the issuance of a special use permit within [Insert District(s)], subject to the requirements set forth in this Section, including site plan approval. Applications for the installation of a Large-Scale Solar Energy System shall be reviewed by the Zoning Enforcement Officer and referred, with comments, to the [Insert Regulatory Body Here] for its review and action, which can include approval, approval on conditions, and denial.

B. Waiver: The [Insert Regulatory Body Here] may, in its discretion, waive the requirements of this section for a Large-Scale Solar System that it believes is harmonious with land uses in the area where it is proposed to be built and where, because of its size or other considerations, the [Insert Regulatory Body Here] believes that it does not need to be subjected to the special use permit and site plan regulations imposed by this section. This waiver may be a partial waiver, allowing the [Insert Regulatory Body Here] to require a Large-Scale Solar System to comply with individual requirements found in this section.

C. Special Use Permit Application Requirements. For a special permit application, the site plan application is to be used as supplemented by the following provisions.

- (1) If the property of the proposed project is to be leased, legal consent between all parties, specifying the use(s) of the land for the duration of the project, including easements and other agreements, shall be submitted.
- (2) Blueprints showing the layout of the Solar Energy System signed by a Professional Engineer or Registered Architect.
- (3) The equipment specification sheets shall be documented and submitted for all photovoltaic panels, significant components, mounting systems, and inverters that are to be installed.
- (4) Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming.
- (5) Decommissioning Plan. To ensure the proper removal of Large-Scale Solar Energy Systems, a Decommissioning Plan shall be submitted as part of the application. Compliance with this plan shall be made a condition of the issuance of a special use permit under this Section. The Decommissioning Plan must specify that after the Large-Scale Solar Energy System can no longer be used [and/or is abandoned], it

shall be removed by the applicant or any subsequent owner. The plan shall demonstrate how the removal of all infrastructure and the remediation of soil and vegetation shall be conducted to return the parcel to its original state prior to construction. The plan shall also include an expected timeline for execution. A cost estimate detailing the projected cost of executing the Decommissioning Plan shall be prepared by a Professional Engineer or Contractor. Cost estimations shall take into account inflation. Removal of Large-Scale Solar Energy Systems must be completed in accordance with the Decommissioning Plan. If the Large-Scale Solar Energy System is not decommissioned after being considered abandoned, the municipality may remove the system and restore the property and impose a lien on the property to cover these costs to the municipality.

D. Special Use Permit Standards.

- (1) Height and Setback. Large-Scale Solar Energy Systems shall adhere to the height and setback requirements of the underlying zoning district.
- (2) Lot Size. Large-Scale Energy Systems shall be located on lots with a minimum lot size of [Insert Size Requirement].
- (3) Lot Coverage. A Large-Scale Solar Energy System that is ground-mounted shall not exceed [Insert Lot Coverage Percentage] of the lot on which it is installed. The surface area covered by Solar Panels shall be included in total lot coverage.
- (4) All Large-Scale Solar Energy Systems shall be enclosed by fencing to prevent unauthorized access. Warning signs with the owner's contact information shall be placed on the entrance and perimeter of the fencing. The type of fencing shall be determined by the [Insert Regulatory Body Here]. The fencing and the system may be further screened by any landscaping needed to avoid adverse aesthetic impacts.
- (5) Any application under this Section shall meet any substantive provisions contained in local site plan requirements in the zoning code that, in the judgment of the [Insert Regulatory Body Here], are applicable to the system being proposed. If none of the site plan requirements are applicable, the [Insert Regulatory Body Here] may waive the requirement for site plan review.
- (6) The [Insert Regulatory Body Here] may impose conditions on its approval of any special use permit under this Section in order to enforce the standards referred to in this Section or in order to discharge its obligations under the State Environmental Quality Review Act (SEQRA).
- (7) All site plan and special use permit approvals for Solar Energy Systems shall be the responsibility of the [Insert Regulatory Body Here] in order to avoid delays in the review of Solar Energy System applications.

Section 7. Abandonment and Decommissioning

Solar Energy Systems are considered abandoned after [Insert Time Period] without electrical energy generation and must be removed from the property. Applications for extensions are reviewed by the [Insert Regulatory Body Here] for a period of [Insert Time Period].

Section 8. Enforcement

Any violation of this Solar Energy Law shall be subject to the same civil and criminal penalties provided for in the zoning regulations of the Town of Poestenkill for violations of the Town Zoning regulations and/or the Town Code..

Section 9. Severability

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision or phrase of the aforementioned sections as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision or phrase, which shall remain in full force and effect.

TOWN OF POESTENKILL WORKPLACE VIOLENCE PREVENTION POLICY

The Town of Poestenkil (Town) is the provider of municipal and related community services. The Town strives to provide a safe work environment to all of its employees and to those that it serves.

The Town is committed to providing a safe work environment for all employees. The Town will respond promptly to threats, acts of violence, and acts of aggression by employees or against employees by coworkers, members of the public or others.

The term “workplace violence” is defined as any physical assault, threatening behavior or verbal abuse occurring in the work setting. The Town of Poestenkil prohibits workplace violence and will not tolerate violence, threats of violence, or intimidating conduct in the workplace. Complaints of workplace violence will be given serious attention. Security and safety in the workplace requires the cooperation of every employee.

This policy sets forth standards for employee conduct and guidelines for reasonable precautions. The accompanying procedures outline response to threats or violence should they occur in the workplace whether in a Town facility or while performing duties in the Town.

The term “workplace” is defined as any location away from an employee’s domicile, permanent or temporary, where an employee performs any work-related duty in the course of his or her employment.

The term “employee” is defined as a public employee working for an employer.

The Town response may also include removal of third party vendors/contractors from buildings or termination of contracts with such vendors/contractors.

PART I

Prohibited Conduct, Policy Implementation, Training and Retaliation

SECTION 1: Prohibited Conduct

- A. The Town will not tolerate any act or threat of violence made in the workplace, on Town property, or while in work status for the Town.
- B. No person may engage in violent conduct or make threats of violence, implied or direct, on Town property or in connection with Town business. This includes but is not limited to:
 - 1. The use of force with the intent to cause harm, e.g. physical attacks, any unwanted contact such as hitting, fighting, pushing, or throwing objects;
 - 2. Acts or threats which are intended to intimidate, threaten, coerce, or cause fear of harm whether directly or indirectly;
 - 3. Acts or threats made directly or indirectly by oral or written words, gestures or symbols that communicate a direct or indirect threat of physical or mental harm.
 - 4. No person, without legal authority, may carry, possess or use any dangerous weapon on Town property or in Town buildings or facilities.

SECTION 2: Town Supervisor

The Town Supervisor shall be responsible for the implementation of this policy. The responsibility includes distribution of this policy to members of the Town workforce, ensuring appropriate investigation and follow-up of reported incidents of workplace violence, appointing a Workplace Violence Advisory Team, and ensuring that administrators, managers and supervisors are aware of their responsibilities under this policy through internal communications and training.

SECTION 3: Workplace Violence Advisory Team

- A. The Town Supervisor will establish a Workplace Violence Advisory Team. This team, working with the Town Supervisor, will assist/advise the Town Supervisor to:
1. Perform a risk evaluation of the workplace to determine the presence of factors or situations that might place employees at risk of workplace violence;
 2. Assess the readiness for dealing with workplace violence;
 3. Facilitate appropriate responses to reported incidents of workplace violence;
 4. Assess the potential problem of workplace violence and recommend policy, training issues, or security procedures that should be implemented to maintain a safe working environment;
 5. Evaluate incidents to prevent future occurrences;
 6. Utilize prevention, intervention, and interviewing techniques in responding to workplace violence;
 7. Develop workplace violence prevention tools (such as pamphlets, guidelines and handbooks) to assist in recognizing and preventing workplace violence.
 8. Arrange regularly scheduled workplace violence prevention training sessions for employees.
- B. It is recommended that this Team include the Town Clerk, Town Attorney, the local Fire Chief, the Town Safety Officer (if such office now or hereafter exists or is created), the Town's municipal insurer/risk appraisal agent and others, as may be deemed appropriate by the Town Supervisor.

SECTION 4: Workplace Violence Prevention Program

The Town of Poestenkill shall develop and implement a written Workplace Violence Prevention Program for its workplaces that includes the following:

1. A definition of workplace violence;
2. Commitment to zero tolerance of workplace violence;
3. Techniques on how to recognize and avoid workplace violence situations;
4. Identification of the high risk occupations;
5. The importance of reporting all workplace violence incidents and the procedure to do so;
6. Investigations of incidents by the employer; and
7. Employee assistance.

SECTION 5: Information and Training for Employees

- A. The Town shall make the written workplace violence prevention program available, upon request, to its employees and their designated representatives.
- B. At the time of employees' initial assignment and annually thereafter, the Town shall provide its employees with the following information and training on the risks of violence in their workplace(s):
 1. be informed of the requirements of NYS Labor Law 27-b;
 2. the risk factors in their workplace(s);
 3. the location and availability of the written workplace violence prevention program; and
 4. training sessions that outline:
 - a. the measure employees can take to protect themselves from such risks, including specific procedures the Town has implemented to protect employees and
 - b. the details of the written workplace violence prevention program developed by the Town.

SECTION 6: Retaliation

Retaliatory action against anyone acting in good faith who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

1. For what constitutes Workplace Violence see the National Institute for Occupational Safety and Health's (NIOSH) definition in NYS Department of Labor Division of Safety and Health's, Workplace Violence Prevention Requirements for NYS Public Employers at <http://www.labor.ny.gov/home>
2. For a description of a risk evaluation see the NYS Department of Labor Division of Safety and Health's, Workplace Violence Prevention Requirements for NYS Public Employers at <http://www.labor.ny.gov/home>
3. From the New York State Department of Labor Division of Safety and Health's, Workplace Violence Prevention Requirements for New York State Public Employers at <http://www.labor.ny.gov/home>

PART II

Workplace Violence Prevention Procedures

SECTION 7: Process

Incidents of workplace violence, threats of workplace violence, or observations of workplace violence are not to be ignored by any employee of the Town of Poestenkill (Town). Workplace violence should promptly be reported to the appropriate Town official (see below). Additionally, all members of the community are encouraged to report behavior they reasonably believe poses a potential for workplace violence in order to maintain a safe working and learning environment.

SECTION 8: Definitions

For the purposes of this part:

- A. "Employer" means: (1) The Town of Poestenkill; (2) any political or administrative subdivision of the Town of Poestenkill; and (3) any special or improvement district of the Town of Poestenkill.
- B. "Employee" means a public employee working for an employer.
- C. "Workplace" means any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of his or her employment by an employer.
- D. "Supervisor" means any person within an employer's organization who has the authority to direct and control the work performance of an employee, or who has the authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.
- E. "Retaliatory action" means the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

SECTION 9: Reporting Procedures

- A. Any person experiencing or witnessing imminent danger or personal injury or violence involving weapons or actual violence should call the Poestenkill Town Supervisor or Town Clerk, the Rensselaer County Sheriff's Department, the New York State Police or 911 immediately.
- B. Any person who is the subject of a suspected violation of the Workplace Violence Prevention Policy involving violence without weapons or personal injury, or is a witness to such suspected violation, should report the incident to his or her supervisor, or in lieu thereof, to any of the persons or entities named in paragraph (A) above.
- C. Employees are expected to report any threat or act of violence that they have witnessed, received, or been informed of, to his or her supervisor, or in lieu thereof, to any of the persons or entities named in paragraph (A) above.
- D. Employees who commit a violent act or threaten to commit a violent act may be subject to disciplinary action, criminal prosecution and/or civil prosecution as appropriate.
- E. Any individual who makes a substantial threat, exhibits threatening behavior or engages in violent acts on Town property shall be subject to removal from the premises as quickly as safety permits, pending the outcome of an investigation.

SECTION 10: Employees

- A. All employees are responsible for helping to maintain a safe work and educational environment and are urged to take reasonable precautions to prevent violence and other unsafe conditions in the workplace and report indicators of increased risk of violent behavior including but not limited to the following examples:

Precautions

- In response to telephone inquiries, do not release information about coworkers' schedules, home telephone numbers, or other personal information.
- In the event of suspicious conduct, request the credentials of any stranger who enters your office to do repair or other service work. If necessary, verify the work request with the supervisor.
- Never leave money, credit card, travel documents or anything else of value in an unlocked desk or cabinet.
- If something is stolen, report it immediately to the Town Supervisor, Town Clerk and/or local law enforcement authorities, as appropriate.

Indicators

- Direct or veiled threats of harm;
 - Intimidating, belligerent, harassing, bullying, or other inappropriate and aggressive behavior;
 - Numerous conflicts with supervisors and other employees;
 - Bringing a weapon to the workplace, brandishing a weapon in the workplace making inappropriate references to guns, or fascination with weapons;
 - Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides;
 - Statements indicating desperation (over family, financial, and other personal problems) to the point of contemplating suicide;
 - Drug/alcohol abuse; and
 - Extreme changes in behavior.
- B. Orders of Protection: Employees are expected to notify the local law enforcement authorities whenever a protective restraining order is granted which mentions Town property, or involves a Town employee, or a person working at or attending the Town, and provide a copy of the order. Appropriate efforts will be made to protect the privacy and sensitivity of the information provided. Employees should also notify their supervisor.
- C. Domestic Violence: Victims of domestic violence who believe the violence may extend into the workplace, or employees who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace, are encouraged to notify their supervisor as well as local law enforcement authorities. Confidentiality will be maintained to the extent possible.
- D. All employees have an obligation to report any incidents of violence and/or inappropriate conduct or behavior to their supervisor or local law enforcement authorities immediately.
- E. Any employee or representative of employees who believes that a serious violation of a workplace violence prevention program exists or that an imminent danger exists shall bring such matter to the attention of a supervisor in the form of a written notice. If following written notice, the matter has not been resolved and the employee or representative believes that the violation still exists or that an imminent danger still exists, the employee or representative should contact local law enforcement authorities

- F. Individuals found to be in violation of this policy may be removed from the Town property. Employees may be subject to disciplinary action up to and including dismissal, pursuant to applicable Personnel Policies or Collective Bargaining Agreements. Further, all individuals who violate criminal law may be subject to criminal prosecution.
- G. No employee shall be subjected to criticism, reprisal, retaliation or disciplinary action from the college for good faith reporting pursuant to this policy. Employees who engage in violent conduct should be reported to local law enforcement authorities or 911.
- H. Individuals who make false and malicious complaints of workplace violence, as opposed to complaints which, even if erroneous, are made in good faith, may be subject to disciplinary action and/or referral to appropriate authorities for criminal and/or civil action as appropriate.

SECTION 11: Supervisors

- A. Each department head, executive officer, administrator, or other person with supervisory responsibility (hereinafter "supervisor") is responsible within his/her area of jurisdiction for the implementation of this policy.
- B. Supervisors are required to contact local law enforcement authorities immediately in the event of imminent or actual violence involving weapons or potential physical injuries.
- C. Supervisors must report to local law enforcement authorities any complaint of workplace violence made to him/her and any other incidents of workplace violence of which he/she becomes aware or reasonably believes to exist. Supervisors are expected to inform their immediate supervisor promptly about any complaints, acts or threats of violence even if the situation has been addressed and resolved. After having reported such complaint or incident to the local law enforcement authorities and immediate supervisor, the supervisor should keep it confidential and disclose it only as necessary during the investigation process and /or subsequent proceedings.
- D. Every supervisor is obligated to report any knowledge of such conduct to the Office of Town Supervisor immediately. Failure of a supervisor to investigate and initiate appropriate action may result in administrative action including possible discipline.

SECTION 12: Designated Contact Person(s)

- A. The designated contact person(s) shall be responsible for:
 - Responding to;
 - Intervening; and
 - Documenting all incidents of workplace violence in the workplace reported to him/her/them.
- B. The designated contact person(s) will immediately log all incidents of workplace violence reported to it and will notify the respective department head and the Town Supervisor's Office of any incident with the employee.

- C. The designated contact person(s) shall be trained in workplace violence awareness and prevention, non-violent crises intervention, conflict management, and dispute resolution.
- D. When informed, the Town Clerk will maintain a record of any Orders of Protection.

SECTION 13: Civil Service Office

- A. The Civil Service Office (CSO) is responsible for:
 - Assisting local law enforcement authorities and supervisors in responding to workplace violence;
 - Facilitating appropriate responses to reported incidents of workplace violence;
 - Notifying local law enforcement authorities of workplace violence incidents reported to CSO as appropriate; and,
 - Consulting with the Employee Assistance Program to offer professional intervention.
- B. The Civil Service Office will maintain an internal tracking system of all threats and incidents of violence reported. Annual reports will be submitted to the Town Supervisor and the Workplace Violence Advisory Team detailing the number and description of workplace violence incidents and the disposition of the incidents.
- C. The Civil Service Office is responsible for providing new employees with a copy of the Workplace Violence Policy and Procedure and insuring that employees receive appropriate training pursuant to NYS Labor Law 27b.
- D. The Civil Service Office will also be responsible for annually disseminating this policy to all employees, as well as posting this policy throughout all Town departments and on the Town's Website, as appropriate.

SECTION 14: Employee Assistance Program

The facilitator of the Employee Assistance Program in each department is responsible for ensuring that subjects of workplace violence have access to counseling services, should they request it. They are also responsible for assisting and speaking with employee victims.

1. For what constitutes Workplace Violence see the National Institute for Occupational Safety and Health's (NIOSH) definition I NYS Department of Labor Division of Safety and Health's, Workplace Violence Prevention Requirements for NYS Public Employers at <http://www.labor.ny.gov/home>
2. Identified by the FBI's National Center for the Analysis of Violent Crime, Profiling and Behavioral Assessment Unit in Dealing with Workplace Violence; A Guide for Agency Planners by the United States Office of Personnel Management, Workforce Relations, February 1998
3. For recordkeeping requirements see NYS Labor Law 27-a. Safety and health standards for public employees.

Attention: All Employees, Contractors, Visitors
TOWN OF POESTENKILL
Workplace Violence Policy Statement

The Town of POESTENKILL is committed to providing a safe work environment and to fostering the health and well-being of its employees. This commitment is jeopardized when any Town employee commits any act of violence in the workplace. Violence can include any behavior that threatens the safety of employees, co-workers, or any other individuals involved with Town of POESTENKILL business. Workplace violence can be, but is not limited to homicide, physical attacks, emotional abuse, verbal abuse, harassment, sexual assaults, property damage, sabotage or theft.

Therefore, the Town of POESTENKILL has established the following policy:

The Town of POESTENKILL will not tolerate (zero tolerance) or condone violence, including homicide, physical attacks, emotional abuse, verbal abuse, harassment, sexual assaults, property damage, sabotage, or theft by employees. It is the policy of the Town of POESTENKILL to maintain a workplace free of violence.

It is the policy of the Town of POESTENKILL that employees who engage in violence in the workplace will be subject to disciplinary action up to and including termination.

It is the policy of the Town of POESTENKILL to commit the resources necessary to achieve and maintain a violence-free environment. The Town of POESTENKILL expects the full support of this policy by all employees and all persons doing business with the Town.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Town property will be removed from premises as quickly as safety permits and shall remain off Town premises pending the outcome of an investigation. The Town of POESTENKILL's response to incidents of violence may include suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and criminal prosecution of those involved.

All Town personnel are responsible for notifying the contact person designated below of any threats they have witnessed, received, or have been told that another person has witnessed or received. Personnel should also report behavior they regard as threatening or violent if that behavior is job-related or might be carried out on a Town-controlled site.

An employee who applies for or obtains a protective or restraining order that lists Town of POESTENKILL locations as protected areas must provide a copy of the petition and declarations used to seek the order and a copy of any temporary or permanent protective or restraining order that was granted. The Town of POESTENKILL has confidentiality procedures that recognize and respect the privacy of the reporting employee(s)

Designated Contact Persons:

Dominic Jacangelo, Poestenkill Town Supervisor

Susan Horton, Poestenkill Town Clerk

Poestenkill Town Hall

38 Davis Drive - P.O. Box 210

Poestenkill, New York 12140

Phone: 518-283-5101

Post Conspicuously

**TOWN OF POESTENKILL
EMPLOYEE SECURITY SURVEY**

This survey is designed to identify hazards arising from a person's job duties and/or assignment in the workplace.

NAME: _____

WORK LOCATION: _____

JOB TITLE: _____ DATE: _____

1. Does either of these two conditions exist at your workplace in your building, or at any other location where you work?

Y__ N__

Work alone during working hours.

Y__ N__

No notification given to anyone when you finish work.

Are these conditions a problem? If so when, please describe. (For example, Mondays, evening, daylight savings time) _____

2. Do you have any of the following complaints that may be associated with causing an unsafe worksite? (Check all that apply)

___ Does your work place have a written policy to follow for addressing general problems?

___ Does your work place have a written policy on how to handle a violent client

___ When and how to request the assistance of a co-worker

___ When and how to request the assistance of police

___ What to do about a verbal threat

___ What to do if a domestic dispute erupts in the workplace

___ What to do about a threat of violence

___ What to do about harassment

___ Working alone

___ Alarm System(s)

___ Security in and out of building

___ Security in parking lot

___ Have you been assaulted by a co-worker?

___ To your knowledge have incidents of violence ever occurred between your co-workers? If so, please explain _____

3. Are violence related incidents worse during shift work, on the road or in other situations. Please specify: _____

4. Where in the building or worksite would a violence related incident most likely to occur? (Check all that apply)

- Employee lounge or cafeteria
- Exits
- Deliveries
- Private offices
- Parking lot
- Bathroom
- Entrance
- Other Specify _____

Have you ever noticed a situation that could lead to a violent incident? If yes, please describe: _____

5. Have you missed work because of a potential violent act(s) committed during your course of employment?
6. Do you receive workplace violence related training or assistance of any kind?
7. Has anything happened recently at your worksite that could have lead to violence? If so, can you comment about the situation?
8. Has the number of violent clients increased?

If you answered yes to any of the above, please describe: _____

ADD ANY ADDITIONAL CONCERNS OR COMMENTS BELOW AND/OR ON A SEPARATE SHEET

TOWN OF POESTENKILL

Request for Proposal

Advance Life Support

Issued February ##, 2017

**DEADLINE—4:30 PM Monday, April 3,
2017**

RFP 2017-ALS

CONTACTS:

Harold Van Slyke
Eric Wohleber
Councilmen
Town of Poestenkill
P.O.BOX 210
Poestenkill , NY 12140
hvanslyke@poestenkillny.com
ewohleber@poestenkillny.com
Phone: 518-283-5100 ext. 103

TOWN OF POESTENKILL

REQUEST FOR PROPOSAL

Advanced Life Support Services

February 2017

The TOWN OF POESTENKILL is issuing this Request for Proposal (RFP) for Advanced Life Support (ALS) ambulance service and Basic Life Support (BLS) ambulance service for the TOWN.

The TOWN OF POESTENKILL is committed to an objective and open selection process. Every proposal shall receive an unbiased review.

The TOWN has issued this Request for Proposal to ensure competitive pricing and services for the community.

Questions concerning the RFP should be directed to:

Harold Van Slyke
Eric Wohlleber
Councilmen
Town of Poestenkill
P.O. BOX 210
Poestenkill , NY 12140
(hvanslyke@poestenkillny.com) (ewohlleber@poestenkillny.com)
Phone: 518-283-5100 ext. 103

TABLE OF CONTENTS

SECTION 1. BACKGROUND

- 1.1 Request for Proposal
- 1.2 The Community
- 1.3 Current Practices

SECTION 2. GENERAL INSTRUCTIONS

- 2.1 Format for Proposals
- 2.2 Checklist of Submittals
- 2.3 Directions for Submittal
- 2.4 Proposal as Part of Contract
- 2.5 Costs for Proposal Preparation
- 2.6 Ownership of Proposal Materials
- 2.7 Withdrawals; Declinations
- 2.8 Proposal Opening
- 2.9 Competency of Contractors
- 2.10 Rejection; Waivers
- 2.11 Investigation by Contractor
- 2.12 Award of Contract
- 2.13 Breakdown of Pricing

SECTION 3. CONTRACT SPECIFICATIONS

- 3.1 Intent and Scope of Services
- 3.2 Compliance with Applicable Laws
- 3.3 Taxes, Licenses, Permits and Certificates
- 3.4 Independent Contractor; Employees and Conduct
- 3.5 Assignment and Subcontracting
- 3.6 Accident Prevention and Notification
- 3.7 Damages
- 3.8 Complaints
- 3.9 Alternate Suggestions
- 3.10 Point of Contact

SECTION 1

BACKGROUND

1.1 REQUEST FOR PROPOSAL

The TOWN OF POESTENKILL is seeking proposals for ALS ambulance service. This Request for Proposal (RFP) provides a set of specifications by which each contractor's proposal will be measured. The purpose of this request for proposal is to establish a cost for providing Advanced Life Support (ALS) ambulance service and ALS ambulance service or Basic Life Support ambulance (BLS) service for second calls, which may be provided by the contractor or under a Mutual Aid Plan, either existing, or established by the Contractor to the TOWN.

1.2 THE COMMUNITY

The area of the TOWN OF POESTENKILL this proposal pertains to is the TOWN of just over 4200 people located in the center of Rensselaer County

1.3 CURRENT PRACTICES

Ambulance service is currently provided in the Town by a commercial ambulance on a non-contractual basis. There is no mutual aid within the Town, at this time. The commercial ambulance services works in coordination with a Basic Life Support First Responder (BLSFR) operated by the Poestenkill Fire Company. This BLSFR service is anticipated to continue under any new plan in the Town.

SECTION 2

GENERAL INSTRUCTIONS

2.1 FORMAT FOR PROPOSALS

The proposal should follow the form of this RFP and address the desired scope of services.

Failure to submit all of the required information may result in disqualification. All forms requiring signatures must be signed in ink in the proper spaces.

2.2 CHECKLIST OF SUBMITTALS

- ____ Signed proposal form
- ____ List of communities served under similar contract arrangements
- ____ Names, titles and contact information for at least three (3) references familiar with the contractor's services
- ____ Certificate of Insurances made out to TOWN Attorney (PO Box 210 Poestenkill , NY 12140) including Liability, Workers Compensation Insurance, Disability Insurance and Motor Vehicle Insurance (required upon Contractor selection, before contract signing)
- ____ New York State Certificate of Need to provide Emergency Medical Service in all of town - Will be provided by Town of Poestenkill as a Municipal CON, if needed.

2.3 DIRECTIONS FOR SUBMITTAL

Bidders should submit three (3) sealed copies of the proposal to the Supervisors Office PO Box 210 Poestenkill, NY 12140, by 4:30 PM on April 3, 2017.

2015. Proposals shall be valid for one hundred and eighty (180) days. Packages containing the proposal and any related material should be plainly marked on the outside as follows:

‘Advance Life Support Ambulance Service Proposals’
RFP2017-ALS

Packages shall be delivered via mail, courier, or in person to:

Harold Van Slyke
Eric Wohlleber
Town of Poestenkill
PO Box 210
Poestenkill, NY 12140

Proposals arriving after the specified time will not be accepted, regardless of postmark. It is the contractor's responsibility for timely delivery.

2.4 PROPOSAL AS PART OF CONTRACT

It is intended the specifications and terms in this proposal shall become part of a written and signed contract with the successful Contractor.

2.5 COSTS FOR PROPOSAL PREPARATION

The TOWN OF POESTENKILL shall not be liable for any costs incurred by the firm and/or its assigns in responding to this RFP, or for any costs associated with discussions required for clarification of items related to this proposal, including any future interviews.

2.6 OWNERSHIP OF PROPOSAL MATERIALS

All materials, including but not limited to paper and digital materials, that are prepared, acquired, created, or utilized to fulfill this Request for Proposal and its objectives shall become the property of the TOWN OF POESTENKILL where allowed by law.

2.7 WITHDRAWALS; DECLINATIONS

A written request for the withdrawal of a proposal may be granted if the request is received by the Designee prior to the specified time of opening. After the opening, the contractor cannot withdraw or cancel its proposal for a period of ninety (90) calendar days, and such proposal will be binding during that time.

2.8 PROPOSAL OPENING

All proposals shall be opened on April 3, 2017, at 4:30 p.m. Any proposals received after the specified time will be returned.

2.9 COMPETENCY OF CONTRACTORS

The TOWN OF POESTENKILL reserves the right to independently determine the competence and financial and operational capacity of any contractor. All contractors shall cooperate with the TOWN to determine competency.

2.10 REJECTION; WAIVERS

The TOWN OF POESTENKILL reserves the right severally or together to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at the Rensselaer TOWN's discretion and without penalty.

The TOWN also reserves the right to opt out of the contract with a 90-day notice.

2.11 INVESTIGATION BY CONTRACTOR

It shall be the responsibility of the contractor to thoroughly read and understand the information, instructions, and specifications herein. Contractors are responsible to completely inform themselves of all the conditions under which service is to be performed. This includes an examination of the service area(s), including but not limited to, roads, traffic patterns, population density, labor required, and all other factors which would affect the execution and completion of work covered by this proposal.

2.12 AWARD OF CONTRACT

The TOWN OF POESTENKILL is committed to an objective and open selection process. Every proposal shall receive an unbiased review. The evaluation criteria include but are not limited to:

- ___ Overall qualifications, experience, and competence of staff.
- ___ Experience in communities with comparable characteristics.
- ___ Pricing.
- ___ Reference checks.
- ___ Financial Competency.
- ___ Insurance Coverage meeting minimum requirements.
- ___ Copy of Certificate of Operating Authority or lack thereof.

The TOWN will consider a number of factors when deciding upon a Contractor. While cost will be a contributing factor, the TOWN will not compromise quality of care, professionalism or ethical considerations when making its decision. The TOWN reserves the right to base its decision on any and all factors it deems pertinent, or assigning greater weight to those factors it so chooses.

2.13 BREAKDOWN OF PRICING

Proposals must include a breakdown of total costs to provide the service as well as anticipated revenue the vendor assumes they can collect from the patient including insurance payments. Vendor would be required to use all due diligence to collect funds from the patients' insurance company for the cost of care incurred by the vendor.

SECTION 3

CONTRACT SPECIFICATIONS

3.1 INTENT AND SCOPE OF SERVICES

It is the intent of the TOWN OF POESTENKILL to achieve Paramedic Level Primary ALS Ambulance Service and supplemental ALS or BLS ambulance services as a secondary ambulance for its residents. The contractor shall be responsible for all performance items per the contract, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, and transportation services required to perform and complete the purposes of the proposal and contract. As part of the contract, the contractor also shall:

- 1) Provide an Advanced Life Support Level Ambulance to the serve the Town.
- 2) Respond to any call as dispatched by Rensselaer County to the Town.
- 3) Provide a plan for back-up/mutual aid when the primary ambulance is engaged.
- 4) Provide an average expected response time of the primary ambulance.

Estimated call volume per year in Poestenkill is approximately 140-160.

3.2 COMPLIANCE WITH APPLICABLE LAWS

The contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations governing Emergency Medical Response and patient transport and ensure that its drivers and EMS providers are properly certified and current with the Regional Emergency Medical Organization (REMO) and the New York State Department of Health, Bureau of EMS (NYSDOH BEMS). The Contractor will provide a list that shall include the names, driver's license numbers and EMT numbers, as well as REMO medic numbers of all employees assigned to cover calls in the Town. During the term of this contract, the contractor shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract. The Contractor will not be required to bear any costs associated with a Municipal Certificate of Need (CON).

3.3 TAXES, LICENSES, PERMITS AND CERTIFICATES

The contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the TOWN OF POESTENKILL or the contractor in connection with the contractor's facilities and the work included in this contract. Immediately upon the awarding of the contract, the contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the TOWN OF POESTENKILL, including inspections. The contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of the contract.

3.4 INDEPENDENT CONTRACTOR; EMPLOYEES AND CONDUCT

The Contractor shall be deemed an independent Contractor, and all persons working under the direction of the Contractor shall be employees of the Contractor and not the TOWN OF POESTENKILL. The Contractor, and not the TOWN, shall be responsible for the payment of their wages, benefits, and all taxes with respect to their employment. The Contractor shall comply with all applicable laws, regulations, codes, rules or ordinances with respect to the hiring, employment, compensation, health and safety of the employees and the environment. The Contractor agrees that TOWN shall not be liable for any loss of, or damage to the TOWN's materials or equipment used in the performance of these services. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel; and to provide courteous and knowledgeable personnel in its customer service function. The Contractor should further conduct itself both in relations with the TOWN OF POESTENKILL and its residents in a personable and professional manner. The Contractor should also act in an ethical manner throughout the term of this contract.

3.5 ASSIGNMENT AND SUBCONTRACTING

Contractor agrees not to assign this contract without prior approval, in writing to the TOWN OF POESTENKILL. Contractor may employ subcontractors deemed necessary to complete the services under this contract, provided, however, that the provisions of the contract apply to all subcontractors including the insurance requirements.

3.6 ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Caution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards and worker safety training. In the event of accidents of any kind which involve the general public and/or private or public property in the TOWN OF POESTENKILL, the Contractor shall immediately notify the TOWN Designee. Upon request of the TOWN OF POESTENKILL, the Contractor shall provide an accounting of details and/or copies of written accident reports. The TOWN is not liable for any claims made as part of this contract.

3.7 DAMAGES

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from the operation of vehicles. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or to the TOWN OF POESTENKILL.

If the Contractor fails to do so within a reasonable period of time, the TOWN OF POESTENKILL, may, after expiration of forty-eight (48) hours and after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill.

3.8 COMPLAINTS

The Contractor shall promptly and courteously resolve all complaints found to be valid, within twenty-four (24) hours after a complaint or notification is received. The Contractor shall maintain a daily log of complaints received. Each month a copy shall be furnished to the TOWN OF POESTENKILL. The monthly report shall be submitted to the TOWN Designee no later than 15 days after the close of the month. The TOWN Attorney or his or her designee shall be charged with the responsibility to arbitrate all unresolved service disputes between the Contractor and TOWN residents, related to the performance of this contract. The TOWN Attorney or his designee shall have the authority to render a decision that is final and binding on all parties concerned.

3.9 ALTERNATE SUGGESTIONS

Contractor may also submit proposals that adhere to the intent of the RFP that would generate sufficient response at a cost savings. These proposals must be in addition to a proposal that adheres to the required terms.

3.10 POINT OF CONTACT

Harold Van Slyke
Eric Wohlleber
Councilmen
Town of Poestenkill
P.O.BOX 210
Poestenkill , NY 12140
(hvanslyke@poestenkillny.com)
Phone: 518-283-5100

PROPOSAL

Having examined this Request for Proposal, including the Background, General Instructions, Contract Specifications, Proposal, Agreement, and Exhibits; and having become familiar with the requirements herein, the undersigned hereby submits and makes part of the Agreement the following proposal.

The undersigned, through its authorized representatives, hereby certifies that:

The Contractor understands and accepts the terms and provisions of the Agreement as provided in this Request for Proposal, including without limitation those dealing with disposition of Proposal Security, if any.

The Contractor has reviewed this proposal and has found it to be accurate in all material respects.

The Contractor's representative is authorized to submit this proposal.

The Contractor understands that the figures quoted in the proposal are to be used by the TOWN in determining the most advantageous proposal.

The Contractor has familiarized itself with the nature and extent of the Proposal, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost or furnishing of the work.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false Proposal;

the Contractor has not solicited or induced any person, firm or corporation to refrain from bidding; and the Contractor has not sought collusion to obtain for itself any advantage over any other Contractor or over the TOWN OF POESTENKILL.

Date: _____

Signed by: _____

Name Printed: _____

Title: _____

Company: _____

Address: _____

Lease Agreement

THIS AGREEMENT, (hereinafter, "Agreement") made this _____ day of _____ 20____, and effective through December 31, 20____ between the _____, a domestic municipal corporation in the County of Rensselaer, State of New York, having its principal place of business at _____ (hereinafter "Lessee" or the "Town") and Creekside Kennel Ltd., a domestic corporation, having its principal place of business at 1153 Plank Rd., PO Box 39, Poestenkill, NY 12140 (hereafter "Lessor");

WHEREAS, the Lessee has the obligation to seize dogs pursuant to New York State Agriculture and Markets Law, Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations contained at 1 NYCRR Part 77, and the Lessee desires to obtain the services of Lessor to perform such services as required in Articles 7 and 26 of the NYS Agriculture and Markets Law for the redemption periods specified therein, and as set forth in this Agreement; and

WHEREAS, Lessor maintains a boarding facility which meets the requirements of a shelter under §114 of the NYS Agriculture and Markets Law for dogs pursuant to the aforementioned laws and regulations, and is desirous of providing space for said shelter and services to the Town upon the terms and conditions hereinafter set forth;

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

1. Demised Premises and Services Provided.

Lessor will provide and maintain appropriate space on an as needed, per animal basis for the term specified herein, for shelter services for dogs seized under Section 117 or 118 of the NYS Agriculture and Markets Law by Lessee, will properly care for all dogs in its care pursuant to state regulations, and will provide for humane euthanasia by a licensed veterinarian or make available for adoption seized dogs not redeemed as provided in the NYS Agriculture and Markets Law and the rules and regulations promulgated pursuant thereto. In addition, Lessor will comply with all applicable provisions of the NYS Agriculture and Markets Law and the regulations promulgated thereunder. Without in any way limiting the generality of the foregoing, and in addition to the

leasing of appropriate space as necessary, Lessor specifically agrees to provide for and on behalf of the Lessee, the following services:

a. Euthanasia.

Lessor will provide for humane euthanasia services for unredeemed and unadopted seized dogs, to be performed by a licensed doctor of veterinary medicine or such other person or entity as may be lawfully authorized to do so, at rates not to exceed the market rate for such services in Rensselaer County, New York. The Lessor will submit a copy of the invoice for such services to Lessee and Lessee will reimburse Lessor for the actual cost of such services within 45 days of submission of said invoice. Except in the case of a dog determined to be dangerous by court order, pursuant to the requirements of the NY State Agriculture and Markets Law §123, or in the case of an emergency, a dog shall only be euthanized after notice to the local Dog Control Officer of Lessee. Where a court has made a determination that an animal is dangerous and orders the animal euthanized, Lessor shall make arrangements to carry out said order in accordance with the requirements of the NYS Agriculture and Markets Law and/ or the Orders of the court. Notwithstanding any of the foregoing, in no event shall the Lessee be liable for the payment of the per diem charge provided for in paragraph 3.a. of this Agreement for any dog which is held by Lessor beyond the maximum holding/redemption period provided by law, applicable to said dog, unless the Town requests or agrees, in writing, that the dog be held for such additional period.

b. Cremation.

Lessor will arrange for cremation of euthanized dogs or other deceased dogs which might come into the possession of the Town by Troy Veterinary Hospital or other facility duly licensed or approved by the state or local municipalities to perform such cremation services, at rates not to exceed the market rate for such services in Rensselaer County, New York. The Lessor will submit a copy of the invoice for such services to Lessee and Lessee will reimburse Lessor for the actual cost of such services within 45 days of submission of said invoice.

c. Veterinary Services.

Lessor will have the sole authority, in its discretion, to reasonably arrange for provision of immediate and necessary veterinary services for any seized dog on as-needed basis

without the prior consultation or permission of Lessee up to and including the sum of \$100.00. The Lessor may arrange for and contract with a licensed veterinarian for reasonably necessary emergency services for amounts over \$100.00 subject to the approval, in advance, of the Town, by its Supervisor such approval to not be unreasonably withheld. Lessee will be responsible for the reimbursement and/or payment of said veterinary services.

d. Animal Release and Rescue.

Except where a dog is ordered to be euthanized pursuant to an order of a court of law, Lessor will have authority and the option, pursuant to NYS Agriculture and Markets Law §117 and §374(2), but not the obligation, to transfer to any authorized animal rescue facility, including Lessor, its successors and/ or assigns, any abandoned, unredeemed or unadopted dog which would otherwise be subject to euthanasia. Should Lessor exercise this option the Lessee shall reimburse Lessor for its reasonable expenses in connection with taking possession of or transferring such dog, the expenses shall not exceed the sum of one hundred and ninety eight dollars (\$198.00). Lessor is entitled solely to retain any monies which come into its possession as a result of any adoption of said dog by a third party. Lessor shall obtain the name, phone number and address of any third party adopting any such dog and shall provide this information to the Lessee within 45 days. Within 10 days of the end of the redemption period, or, stated differently, within 15 days after a dog is first delivered to Lessor by the DCO, Lessor shall not knowingly adopt a dog to any third party who was the owner at the time the dog was seized by the DCO unless the Lessor shall also collect any impoundment or other fees that would be the obligation of the Lessee to pay for an unredeemed dog such that the Lessee shall have no out of pocket rent, costs or expenses for such dog.

e. Rabies Inoculation.

Animals that are transferred to Lessor's facility by Lessee, its agents and or employees, without proof of current Rabies inoculation, will be Rabies inoculated; cost of Rabies inoculation to be borne by the Lessee.

f. Accounting, Record Keeping and Reporting.

Lessor agrees to comply with any and all accounting, record keeping and reporting requirements imposed by 1 NYCRR, Part 78, the New York State Department of

Agriculture and Markets or otherwise by statute or local law, rule or regulation, relating to the impoundment, sheltering, redemption or adoption of dogs. Lessor further agrees to provide the Lessee a monthly status report of said dogs.

g. Collection and Disbursement of Fees.

For impounded dogs, the dog owner will make payment of all licensing, redemption or other fees or expenses to the Town Clerk, who will then issue a letter authorizing Lessor to release the dog. Subject to the terms of this Lease, Lessor shall remit any other collected fees to the Lessee's Town Clerk on a regular basis, not less frequently than once a month.

f. Hours of Operation.

It is hereby understood that the demised facilities of Creekside shall be open for the providing of municipal shelter services as provided herein as follows:

Monday through Saturday	8:00 AM to 11:00 AM and 3:00 PM to 5:00 PM
Sunday	3:00 PM to 5:00PM

The foregoing notwithstanding, said facilities will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Notwithstanding the foregoing, pursuant to Article 7 of the NYS Agriculture and Markets Law, the Dog Control Officer of Lessee shall have access at all times to Lessor's boarding facility.

2. Term of Agreement and Renewal.

The term of this Agreement shall commence on the date of execution and shall extend through December 31, 2012.

3. Payment of Rent and Services.

a. Lessee shall pay Lessor the sum of Thirty five dollars per day for each animal sheltered by Lessor pursuant to the terms of this Agreement, with said sum to be invoiced on a monthly basis in the form prescribed by Lessee. Such invoices shall be approved for payment at the next regular scheduled meeting of the Board of Lessee and payable within forty-five (45) days of the submission of said invoice.

b. An event of default shall occur with respect to the lease if Lessee: (1) fails to pay an installment of rent or other payment required under this lease when due and such failure continues for a period of five (5) days after written notice is sent to the Lessee by the Lessor; or (2) fails to

perform or observe any other covenant, condition or agreement to be performed or observed by it under the lease or breaches any representation or provision contained therein; or (3) fails to comply with any provisions of State, Local or Municipal law applicable to this lease and the services contemplated herein.

c. Nothing herein shall obligate the Lessee to deliver to the Lessor any minimum number of dogs of all of the dogs seized in the Town by the Town's DCO.

4. Use of Premises.

It is understood that the subject premises are also to be utilized by Lessor for the conduct of its private boarding kennel and related businesses and that nothing contained herein shall be deemed to prohibit or limit Lessor's conduct of that business or any other lawful use of activity.

5. Condition of Premises.

Lessee acknowledges that it has examined the premises or has caused same to be examined and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of Lessor.

6. Right of Inspection.

Lessee or its agents, including representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by law.

7. Availability of Records.

Lessor's records relative to the dispositions of any dogs seized by the Lessee shall be available for inspection by the Lessee at the times at which the Shelter is open to the public as designated in paragraph 1(f) above.

8. Binding Effect

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

9. Governing Law and Venue.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in Rensselaer County, New York.

10. Severability.

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

11. Indemnification.

The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, Lessor , shall defend, indemnify and hold Lessee , its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Lessor , its officers, agents or employees.

To the fullest extent permitted by law, Lessee shall defend, indemnify and hold Lessor , its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Lessee , its officers, agents or employees.

12. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date is hereby superseded. This Agreement may be modified only in writing signed by both parties.

13. Notices.

Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Lessor, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to Creekside Kennel Ltd., PO Box 39, Poestenkill, NY 12140; and if to the Lessee, via hand delivery to the Town Clerk at the Town Hall, _____, or via certified mail, return receipt requested, to The Town Clerk,

_____ . Each party shall immediately notify the other in writing of any such 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.

14. Assignment and Subletting.

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

15. Alterations and Improvements.

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

16. Damage to Premises.

If the premises, or any part of the premises, shall be partially or fully damaged or destroyed by fire or other casualty or act of god or nature, the Lessor shall have the authority and sole discretion under this Lease Agreement to determine whether or not to rebuild or repair the affected portion(s) of the demised premises. If Lessor shall elect, in its sole discretion, not to rebuild or repair the premises then this Lease shall be subject to immediate termination by the Lessor.

17. Termination.

Either party to this Lease shall have the right to terminate this Agreement, at its own option, with or without cause, at any time, by giving thirty (30) days advance written notice of such termination to the other party.

18. Holdover by Lessee.

Should Lessee continue its use of the premises with the consent of the 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 Agreement, but shall be terminable on thirty (30) days written notice served in compliance with paragraph 13 above by either party or as permitted by law.

19. Surrender of the Premises.

At the expiration of this Lease, Lessee shall quit and surrender its use of the premises, unless there is a holdover by consent of the parties pursuant to the terms of paragraph 18 above.

20. Abandonment.

If at any time during the term of this lease, Lessee fails to pay rent in accordance with paragraph 3 above, the Lessor may, without liability to the Lessee for damages, dispose of any of Lessee's

personal property, as Lessor deems appropriate, in its sole discretion and after any applicable redemption period provided for by law has run. Lessor shall provide the Lessee with written notice of the Lessor's intent to treat the premises or any of Lessee's property thereon as abandoned, with such notice given as provided in paragraph 13 herein.

21. Insurance.

The Lessor shall carry, at its own cost and expense, and will maintain commercial general liability insurance with limits not less than \$250,000 for injury to or death of one or more persons in any one occurrence and \$250,000 for damage or destruction to property in any one occurrence and have the Lessee named as an additional insured on its policies and provide proof of such policies to the Lessee.

Compensation Insurance. The Lessor shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder.

Any incident involving a dog originating in the Town shall be reported to the office of the Supervisor of the Town and to the DCO as soon as possible and not later than 24 hours from the time of such incident. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such incident.

22. No Limitation on Rights.

Nothing contained herein shall limit the Lessor's rights under section 183 of the Lien Law, or pursuant to section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding, to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Lessor in providing pound and shelter for any dogs from the Town.

Nothing contained herein shall limit the Lessee's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Town to the Lessor's shelter any fees, charges or outstanding fines or penalties owed by such owner to the Town.

23. Compliance with Laws.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended

forthwith to make such insertion. In particular, the Lessor shall, among other things, fully comply with:

- a. Labor Law section 220-e and Executive Law sections 291 and 299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- b. Affirmative action as required by the Labor Law.
- c. Any and all obligations under the Agriculture and Markets Law.
- d. Any obligations to pay prevailing wages.

In Witness whereof, the parties have caused this Lease Agreement to be executed the day and year first written above. The Lessee hereby warrants and affirms that she has the authority of the Town Board to enter into this Lease Agreement on behalf of the Town of _____.

CREEKSIDE KENNEL LTD.

TOWN OF _____

By: Dawn Niebuhr, President

By: _____, Supervisor

SENIOR CITIZENS SERVICE AGREEMENT FOR THE YEAR 2017

This Service Agreement is made and executed in duplicate this _____ day of _____, 2017, 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 2017 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 2017 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 representative of the party to 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. The identities and capacities of the parties' respective representatives are the signatories of this document.

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

SENIOR CITIZENS SERVICE AGREEMENT 2017

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

On this _____ day of _____, 2017, before me, the subscriber,

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

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

On this _____ day of _____, 2017, before me, the subscriber,

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

Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2017

This Service Agreement is made and executed this _____ day of _____, 2017, 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 2017;

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2017 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 2017, 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 2017, 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 2017 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
2017 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 representative of the party to 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. The identities and capacities of the parties' respective representatives are the signatories of this document.

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
2017 SERVICE AGREEMENT

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

On this _____ day of _____, Two Thousand Seventeen, 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 Seventeen, 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

At a duly convened meeting of the Town Board of the Town of Poestenkill conducted at 7:00 P.M. on the 19th day of January, 2017, at the Poestenkill Town Hall

IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL ADOPTING A WRITTEN WORKPLACE VIOLENCE PREVENTION POLICY AND PROVIDING FOR THE POSTING OF A STATEMENT THEREOF

WHEREAS, effective April 29, 2009, the State of New York adopted 12 NYCRR Part 800.6, entitled "Public Employer Workplace Violence Prevention Programs" relating to requirements of public employers to develop and implement programs to prevent and minimize the hazards of workplace violence to public employees, the purpose and intent of which is to ensure that the risk of workplace assaults and homicides is evaluated by affected public employers and their employees and that such public employers design and implement protection programs to minimize the hazard of workplace violence to employees; and

WHEREAS, section (k) of Part 800.6 established dates for compliance by public employers with various sections of said part and expressly provided that employers shall be in compliance with the entire Part within 120 days of the effective date thereof, i.e., no later than August 28, 2009; and

WHEREAS, in compliance therewith, and pursuant to section (e) of said Part, the Town of Poestenkill as a public employer has developed a written policy on its workplace violence prevention program goals and objectives, as well as a brief statement of said policy (hereinafter referred to as the Workplace Violence Prevention Policy and the Workplace Violence Policy Statement, respectively), copies of which are annexed hereto and made a part hereof;

NOW, LET IT THEREFORE BE

RESOLVED, that the Town Board hereby adopts the annexed Workplace Violence Prevention Policy as the official Workplace Violence Prevention Policy of the Town of Poestenkill, effective immediately, and it is further

RESOLVED, that a copy of the annexed Workplace Violence Policy Statement be prominently posted where notices to employees are normally posted and that a copy of the Workplace Violence Prevention Policy itself shall be made available to all Town employees by contacting the Town Supervisor's Office.

MOVED BY: _____
SECONDED BY: _____

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

VOTED UPON AS FOLLOWS:

Councilwoman Butler _____
Councilman Hass: _____
Councilman Van Slyke: _____
Councilman Wohlleber: _____
Supervisor Jacangelo: _____

TOWN CLERK'S MONTHLY REPORT
Town of Poestenkill, New York
January 2017

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:		\$ 1.38
Marriage License	@ \$ 7.50 each	\$
Marriage Certificate	@ \$10.00 each	\$
Marriage Transcript	@ \$10.00 each	\$
A1255 Total Town Clerk Fees		\$ 1.38
Peddler's Permit		
A1289 Registrar		\$ 50.00
A2655 Minor Sales - Copies		\$
A2530 Games of Chance (Bell Jar)		\$
A2544 Local Fee for 22 dogs		\$ 142.00
A2115 Planning Board Fees/ZBA fees		\$
A2555 Building Permits		\$ 355.00
A2501 Junkyard License		
A2268 Impoundment fees from Creekside Kennel		\$
A2720 Water Meter Fee \$225 - 1001 Water Benefit Charge -		\$
A2240 Misc. Water Charges -		
A2710 Water Permit Fee \$40		\$
1001 Water billing	\$3,184.57	
Total Water Charges		\$3,449.57
REVENUE TO SUPERVISOR		\$3,997.95
Amount paid to State Comptroller for Games Chance License		
Amount paid to DEC for Conservation Licenses		\$ 23.62
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program		\$ 36.00
Amount paid to State Health Dept. for Marriage Licenses		\$
TOTAL DISBURSED		\$ 59.62
February 8, 2017 Dominic Jacangelo, Supervisor		
TOTAL AMOUNT RECEIVED BY CLERK		\$4,057.57
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 January only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 8th day of February 2017.		

Susan Horton



OFFICE OF THE
ASSESSOR

Town of Poestenkill

38 Davis Drive | P.O. Box 210
Poestenkill, NY 12140
518.283.5100 (Phone)
518.283.7550 (Fax)

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR
ASSESSOR'S REPORT FOR JANUARY 2017

Renewal applications were mailed the end of December. We have received several Veteran's applications as well as the renewals coming in. All applications are due March 1st. We do not receive any new Basic STAR or Enhanced STAR exemptions unless there is an existing exemption on the parcel and only if the owner stays the same. So anyone changing from Basic to Enhanced has to have the existing exemption in order to renew with this office. All new applicants now call the State directly. There is still some confusion and how it is working is still unclear but we do not receive many calls now. With each new owner though, we send out a letter notifying them of this change so they have access to the information on how to reach the State.

We have started putting value on some new construction that has been closed out and checking on any parcels that might not have been finished last year to see if they are complete now so that value can be updated. Any new updates from the county (splits, merges, subdivisions) are also processed and will need value changes for the tentative roll.

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



Office of the
Water Superintendent

TOWN OF POESTENKILL

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

Monthly Report

Water

1. Received 8 new water meters
2. Had a request for inspection for a new water service (contractor install water line from Rte 355 to house without a water permit matter corrected) informed contractor that I needed to inspect the connection at the curb stop, which was backfilled. Contractor uncovered the valve and everything was correct asked contractor if a tracer wire was going to be used! The service line is over 600' from valve he informed me they were going to install the wire.
3. Had a final meter read.

811

1. Had the first mark out this year.

Sam Capp



TOWN OF POESTENKILL

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

January 12, 2017

To: Dominic Jacangelo

From: Paul Barringer – Acting Code Enforcement Officer

Re: January 2017 work activities

My work hours for the month totaled 25 hours. Two hours were related to my new responsibilities for MS4 compliance whereas I attended the monthly meeting at Schodack town hall. Fees collected through this office totaled \$430.00 for building permits (new and renewals) consisting of two roof mounted PV solar arrays and 2 alterations to existing residential occupancies.

Activities included:

- Fielded a number of complaints concerning non-conforming property issues with various degrees of resolution. One complainant repeatedly files a complaint about the neighbor.
- Reviewing existing files on ongoing building permits with the long term intent of closing out files
- Update on the Stop Work Order for an abandoned property that initially was issued a new construction work permit in 2012 for a single family residence. After meeting with a potential buyer and a contractor hired by the buyer, it was determined the work completed potentially compromised the standards from the engineer's stamped plans. The property has since been purchased and the new owner is in the process of hiring an engineer to evaluate the completed work.
- Performed two inspections for a concrete slab pours for basements in new homes construction(2)
- Update: Performed one Certificate of Occupancy inspection for a single family residence constructed in 2014. C.O. not issued due to lack of electrical inspection certificate and water quality inspection report from Rens. Co. Received electrical inspection report but have not received Rens. Co. report for septic and water quality.

Submitted by

Paul F. Barringer

Town of Poestenkill

Dog Control

January 2017

- 7th Lost dog
- 9th Complaint about neighbor dog barking
- 9th Injured deer in resident's yard
- 10th Two dogs lost
- 16th Two neighbor dogs running loose attack another dog
- 16th Info about dog licenses
- 16th Neighbor dogs barking
- 19th Two dogs lost
- 21st Neighbor dogs loose. One chasing complaint's children
- 23rd Visit to complaint's house with legal forms
- 24th Visit to complaint's house for signatures on forms
- 24th Paperwork delivered to court
- 24th Complaint about neighbor dog aggressive to children while running loose
- 25th Called dog owner about complaints and law violations
- 25th Mailed info to dog owner on laws
- 30th Dangerous dog hearing at court



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 Butler, Wohlleber, Hass, Van Slyke

From: Highway Superintendent- Toby Chadwick

Date: February 15, 2017

RE: Highway Activities
January 14,2017- February 15,2017

1. Crew been out plowing snow!!!!!!!!!!
2. Crew been working on Equipment.
3. Crew been working on changing cutting edges on plows and wings
4. Crew been clearing snow away from Town Hall, Library, and on bridge decks.