

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK,

Rensselaer County, ss:
City of Troy.

**NOTICE OF PUBLIC
HEARING
TOWN OF
POESTENKILL**

Notice is hereby given that in accordance with Town Law 108 the Town Board of the Town of Poestenkill will conduct a public hearing at the Poestenkill Town Hall in the Town of Poestenkill, County of Rensselaer, New York at 7:00 p.m. on October 19, 2017 to consider the Preliminary Budget for the year 2018. A copy of the Preliminary Budget is available at the office of the Town Clerk where it may be inspected during normal business hours. In connection with the foregoing, it is noted that the proposed 2018 salaries of the elected officials of the Town indicated below are as follows:

Town Supervisor \$16,000.00
Town Board Members (each) \$ 4,120.00
Town Clerk \$41,603.00
Town Highway Superintendent \$61,925.00

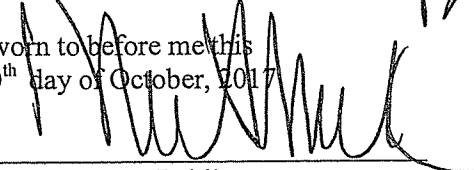
At the time of the public hearing, any person may be heard in favor of or opposed to the Preliminary Budget or any item in it.

Dated: October 6, 2017
By Order of the Town Board
Susan Horton, Town Clerk
1448600 10/7

Brea Beck residing in Green Island, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of **21st Century Media Newspaper, LLC** a Corporation organized under the laws of the State of New York; that said Corporation is the publisher of **The Record**, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in **The Record**

ONCE DAILY for ONE DAY

to wit: on the 7th day of October, 2017

Sworn to before me this 10th day of October, 2017


Notary Public



DEBRA A. BECK
Notary Public, State of New York
01BE6072229
Qualified in Rensselaer County
Commission Expires April 01, 2018

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK,
Rensselaer County,
City of Troy.

ss:

**Notice of Public Hearing
Town of Poestenkill**

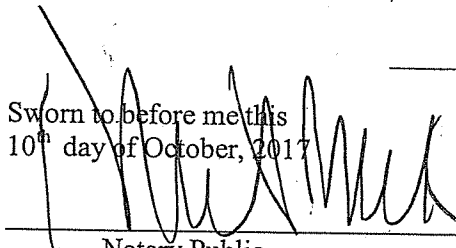
PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be conducted by the Poestenkill Town Board at the Poestenkill Town Hall on the 19th day of October, 2017 at 7:15 PM to consider the granting of a cable TV franchise agreement by and between the Town of Poestenkill and Time Warner Cable Northeast, a/k/a Charter Communications which would supersede all prior Time Warner Cable franchise agreements currently in effect and impose a new agreement for a period of 10 years which would take affect from and after the issuance of Confirmation/Order of Approval by the New York State Public Service Commission. A copy of the proposed agreement is available for public inspection during normal business hours at the Town Clerk's Office, 38 Davis Drive, Poestenkill, NY 12140. At such hearing all persons will be given an opportunity to be heard. Written statements may be submitted in advance of the hearing and written and oral statements will be accepted at the time of the hearing. Time limits may be imposed upon oral statements and the public comment period will close after the hearing unless extended by the Town Board.

Brea Beck residing in Green Island, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of **21st Century Media Newspaper, LLC** a Corporation duly organized under the laws of the State of New York; that said Corporation is the publisher of **The Record**, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in **The Record**

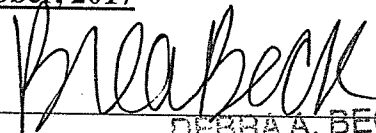
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Notary Public



DEBRA A. BECK
Notary Public, State of New York
01BE6072229
Qualified in Rensselaer County
Commission Expires April 01, 2018

Dated October 6, 2017 by
Order of the Town Board,
Sue Horton Town Clerk.
1448612 10/7

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
September 21, 2017
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

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

NON-VOTING MEMBERS

Susan Horton, Town Clerk
Patrick Tomaselli, Attorney

The Town Board members met at 7:00 p.m. to audit the monthly bills. Motion by Hass, seconded by Wohlleber and an oral vote of 4 ayes that the bills have been audited for payment this evening.

Supervisor Jacangelo opened the meeting with the Pledge of Allegiance and opened the floor for public comment. John and Sandy Shuhart residents of the Town are interested in a Senior Housing development on their property located on Route 355/Grandview. They have already contacted an engineer and contractor. This is the beginning stages and Supervisor Jacangelo would like to set up a primary meeting with the parties involved and the Town Attorney.

Motion by Butler, seconded by Hass and an oral vote of 3 ayes with one abstention to accept the Town Clerk's minutes of the August 17, 2017 meeting.

Correspondence:

New York State Department Labor– this will be discussed during Supervisor/Highway Superintendents reports.

Zoning Board – Letter of resignation - C. Sarjeant member of the Zoning Board has sent her letter of resignation to the Town Clerk dated August 19, 2017. The discussion then turned to another member who has recently moved and has created another opening on the ZBA.

The Barberville Natural Resource Legislation – Supervisor Jacangelo stated that e-mails are still being sent on this issue regarding this legislation. The major concern, pertains to hunting. As it stands right now there is no hunting. Supervisor Jacangelo feels that there should be few changes of the rules for the land in terms of the acquisition. He further stated that this is a sensitive issue and some residents prefer the hunting whereas others oppose. The Town is also trying to be considerate of the close proximity of the neighbors. There was also discussion that perhaps a specific hunting area could be created or possibly allow hunting during a certain period with permits being issued by the Town Clerk. Supervisor Jacangelo is going to reach out to the residents on these issues that were discussed this evening and wait for a reply from them on their feelings regarding this issue before moving forward.

Liaison Reports:

Planning Board – T. Russell reported on their recent meeting of September 6th and Town Board members had copies of these minutes in their packets.

Zoning Board –The meeting of September 12th was cancelled due to lack of agenda items.

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

Library – E. Gresens reported on the library’s recent activities which include the upcoming Market Day on Sept. 23rd and L. Lundgren wanted to thank the Town Clerk and the Town Attorney with their help on the paperwork for the library referendum.

Youth Advisory Board – Councilman Wohlleber reported on the overview cost of the Summer Camp that K. Anthony, Youth Director had prepared. This was part of the Town Board’s agenda packet. K. Anthony reported on the upcoming Halloween Party. Supervisor Jacangelo commended Katie on the wonderful job that she is doing.

CAC – no meeting

Discussion Items:

Market Day – Library Market Day will be held on Saturday, September 23rd from 9 – 1 on the Library grounds.

Recycling Day – Electronic Recycling Day will be held at the VFW on Saturday, October 7th from 8-12 Noon and all Town Board members are invited.

Action Items:

RESOLUTION #17-2017-IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL FORMALLY RECOGNIZING THE ACHIEVEMENTS OF TOWN RESIDENT AND EAGLE SCOUT GREGORY THOMAS MILLER

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

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

RESOLUTION #18-2017 IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL FORMALLY RECOGNIZING THE ACHIEVEMENTS OF TOWN RESIDENT AND EAGLE SCOUT CHRISTIAN RYAN NASH

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

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

RESOLUTION #19-2017 – IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL FORMALLY RECOGNIZING THE ACHIEVEMENTS OF TOWN RESIDENT AND EAGLE SCOUT NATHANIEL PAUL JAMISON

MOVED BY: Councilman Hass
 SECONDED BY: Supervisor Jacangelo

VOTED UPON AS FOLLOWS:

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

RESOLUTION#20-2017-IN THE MATTER OF ACKNOWLEDGING THE MONTH OF NOVEMBER AS NATIONAL AMERICAN INDIAN HERITAGE MONTH

MOVED BY: Councilman Wohlleber
 SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

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

RESOLUTION #21-2017-IN THE MATTER OF ACKNOWLEDGING SEPTEMBER 17 THROUGH SEPTEMBER 23 AS NATIONAL CONSTITUTION WEEK

MOVED BY: Councilman Hass
 SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

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

Motion by Councilman Hass, seconded by Councilman Wohlleber to acknowledge the 2018 Tentative Budget which was received on September 20th by the Town Clerk and is part of the Town Board's packet at the September 21st Town Board meeting. Discussion followed. Supervisor Jacangelo explained that in this year's tentative budget figures, the Town has lowered its dependence on the unexpended balance by using surplus monies from prior years. The Library is putting out to ballot a referendum in November and the Fire Department's increase is up for discussion. There is no increase in the Town tax rate with these tentative figures for 2018; however, everything presented for town tax purposes, there is a 3% decrease and when all of the budget figures are looked at including the Library and Fire Department there is a .01 decrease overall. The 2018 Budget Workshop is scheduled for October 5th at 7:00PM. Councilman Hass questioned the bank's service fees that Key Bank is charging. This will be discussed further at the October 5th Budget Workshop. The motion was carried with 4 ayes to acknowledge the receipt of the 2018 Tentative Budget.

Motion by Wohlleber, seconded by Butler and an oral vote of 4 ayes to appoint Michael Colello to fill the unexpired term of Cheryl Sargent. Regarding the vacancy on the ZBA, N. Heckleman's name was mentioned because she has a resume on file. However, T. Jacangelo felt that this would be a "conflict" of interest with her husband serving on the Planning Board and Supervisor Jacangelo stated that this was his reservation also. No formal decision was made by the Town Board to fill the vacancy left by T. Lantry. This will be discussed at a future Town Board meeting. Motion by Wohlleber, seconded by Hass and carried to waive the permit fee for the Boy Scout project for the Library sign.

Reports

Supervisor's Report – Supervisor Jacangelo reported that National Grid has moved their lines at the Lochvue site but the cable lines have not been moved yet. He also had a meeting with K. Kronau regarding Quail Meadow Rd. The road is not yet completed because more homes are going to be built so he would like the Highway Department to plow it in the meantime before it is formally accepted by the Town. The Supervisor stated, in his research he found that this has been done in another development previously with a charge to the developer for plowing and the Highway Superintendent stated that in fact it had been done but there was more than one home on the road. Supervisor Jacangelo thoughts are that in some cases, you have to accommodate. He also reported that he has had several meetings with the County over the shared service plans. In the near future, there will be a CPR class given to Town employees, officials and the Highway Department and the Town will pay for these classes. Supervisor Jacangelo also wanted it noted that the Automated External Defibrillator (AED) is located in the meeting room, which he installed. The Supervisor wanted to thank Toby Chadwick and his crew for black topping in front of the handicapped elevator entrance. Supervisor Jacangelo also stated that the Water Superintendent will be leaving on December 31st and a notice will be placed in the Advertiser.

Town Attorney's Report – Mr. Tomaselli has continued monitoring communications regarding the Lochvue Subdivision. He has drafted Resolutions for tonight's meeting, reviewed the petition from the Library for the ballot proposition and provided incidental counsel to various Town officials.

Town Clerk's Report – Motion by Butler, seconded by Wohlleber and an oral vote of 4 ayes to accept the Town Clerk's report of August 2017. The total amount received in the Clerk's office was \$5,816.53 and of that amount \$4,294.80 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. Board members also had copies of the Assessors monthly report, DCO report, water report, 811 report. The Highway report was also in the Town Board's packets and the Highway Superintendent explained that he received a notice of violation from the NYS Department of Labor and he has been working with the proper State officials to rectify these issues and some of these violations have already been corrected.

Budget Transfers –

RESOLUTION #22-2017 – IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS, Resolved, that it is hereby authorized directed as follows:

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilwoman Butler

That the sum of \$2,090/21 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 17310.11 (Summer Help); and

That the sum of \$1,000.00 be transferred from General Budget fund line item 17310.2 (youth equipment) to General Budget fund line item 17310.11 (Summer Help); and

That the sum of \$1,000.00 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 11320.4 (Bank Service Charge); and

That the sum of \$182.93 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 11910.4 (Insurance)

VOTED UPON AS FOLLOWS:

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

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 4 ayes to pay Warrant # 16-2017 in the amount of \$410,405.07. Motion by Hass, seconded by Butler and an oral vote of 4 ayes to pay Warrant #17 -2017 in the amount of \$48,155.96.

The Board members had copies of a budget explanation in their packets from the Administrative Assistant/Bookkeeper and the current Subsidiary ledger for 2017. M. Asquith, Administrative Assistant/Bookkeeper highlighted some of the important issues on the budget figures that she has been working on.

Motion by Wohlleber and seconded by Hass and an oral vote of 4 ayes to adjourn this meeting at 8:50 p.m.

Respectfully submitted,


Susan Horton
Town Clerk

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD WORKSHOP
October 5, 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

Supervisor Jacangelo opened the Workshop with the Pledge of Allegiance and thanked everyone for attending tonight's meeting and he asked if anyone wanted to address the Board or if they had any comments.

This workshop was held to discuss the proposed Town Budget for 2018. Supervisor Jacangelo explained the budget process. The results of the discussion of the draft tentative budget this evening will result in a public hearing on the Preliminary Budget that is scheduled for October 19th at 7 p.m. The figure as it stands now in the Tentative Budget, is a one cent decrease from the Town tax rate per \$1,000 of the current 2017 budget. The Supervisor reviewed the figures line by line and reported that a 2% increase was given to the Town Clerk and the Highway Superintendent as they requested. Most other employees were given a 2% increase also. The Supervisor and the Town Board were not given an increase as they didn't request one. The Fire Company budget was increased by 2%; however, they had asked for 3% with some enhancements. L. Basle spoke on the budget figures along with several of the Town Board members. There was also a discussion about the Fire House parking lot and the need for repair/new and how it will be paid for. In the Highway union contract for this coming year, the employees are receiving a 2% increase and normally the Town increase follows with the same. Councilman Wohlleber stated that he was under the impression when the raises for the elected officials were given last year that that was the first in a while. There was more discussion on the increases. Supervisor Jacangelo stated this can be discussed again during the Organizational Meeting when the salaries are set. Councilman Hass feels that it is better to do the small increases yearly.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to adopt the changes as discussed, this evening which include a 2% increase to the two elected officials who requested the increase and to increase the Fire Company budget by the 3% that they requested. As stated prior, these figures now become the Preliminary Budget figures. After the budget had been reviewed, Supervisor Jacangelo stated that he anticipated another public hearing on October 19th regarding the cable franchise. Councilman Van Slyke wanted to make a motion to have a line item of \$25,000 for ambulance service added to the budget. Supervisor Jacangelo said that there should be caution doing this and that the entire Town Board has agreed that something regarding ambulance services will be done. There was no second to this motion.



**Poestenkill Library
9 Plank Rd/P.O. Box 305
Poestenkill, NY**

9/25/2017

Dear Neighbor,

Your voice counts! We would like to invite two members of your interest group to join other members of the Poestenkill community along with two representatives of the Upper Hudson Library System to participate in a focus group aimed at helping our library with it's long range planning efforts. The Poestenkill Library Board of Trustees recognizes that with changing technology and with our diverse community comes a new range of needs. Please help determine what services will most benefit our current and future patrons. Thank you in advance for taking the time to share this invitation. Please RSVP by Friday, October 6, 2017.

**Event: Poestenkill Library Long Range Planning Meeting
Time: 6:30pm-8pm
Place: Poestenkill Elementary School
1 Veterans Street
Poestenkill, NY 12140**

**RSVP Dona Ries at the Poestenkill Library (518)283-3721
Access information. Discover ideas. Enjoy reading.**



Poestenkill Fire Company



BOX 14
POESTENKILL, NEW YORK 12140

To: Poestenkill Town Board

From: Poestenkill Fire Co. Inc.

Date: September 26, 2018

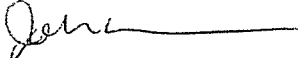
Subject: Vehicles being surplused

The Fire Co. is going to surplus the following vehicles.

2008 Tahoe

1997 Dodge Van

This is being sent per our current town contract


John Windover, President

Charter

COMMUNICATIONS

September 29, 2017

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

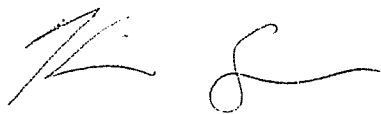
I am providing you with this notice as part of our ongoing efforts to keep you apprised of developments affecting Charter subscribers in your community.

Effective on or after October 30, 2017, Sportsman Channel programming will no longer be available on our Spectrum TV channel lineup.

For a complete lineup, visit spectrum.com/channels.

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



October 6, 2017

Re: Charter Communications - Upcoming Changes

Dear Municipal Official:

This is to inform you that Charter Spectrum is making some exciting changes for our customers in the **Albany area**. We're upgrading our cable television service to a digital-only signal that will allow us to deliver to customers a substantial increase in HD channels. Over time, television technology has advanced from an analog format to a higher-quality digital signal. This upgrade will provide Charter Spectrum customers with enhanced picture and sound quality, a more expansive channel offering and exciting new products and services, including access to thousands of *free* On Demand programming choices.

Beginning on or after **November 7, 2017**, Charter Spectrum will begin removing the remaining analog channels on our lineup and delivering only higher-quality digital signals to each television outlet in the home. Over 90% of Charter Spectrum customers are already using digital equipment (set top boxes, digital adaptors or CableCard devices) to view their television programming. For customers without Charter Spectrum-issued digital equipment, this upgrade will require the installation of a Charter Spectrum set top box or CableCard device on each television.

To ensure a smooth transition, Charter Spectrum is providing free equipment offers to customers, depending on their status and current equipment, for a specified period of time. These offers will be communicated to customers in greater detail through direct mail. Upon the expiration of the free equipment offer, applicable standard rates will apply.

Our priority is to ensure that our customers do not experience any disruption to their service when the 100% digital upgrade occurs. In the coming weeks, Charter Spectrum will be actively communicating with customers through direct mail and an informational website.

Concurrent with this all-digital upgrade, Charter Spectrum will be encrypting all television channels, including the basic tier of service and grouping similar channels into "neighborhoods." Encryption will result in a more secure network and additional bandwidth to provide more advanced services, and creating channel "neighborhoods" will make it easier for customers to find and access their favorite categories of programming.

Beginning on or after **November 7, 2017**, Public, Educational, and Government Access Channels (PEG Channels) will be relocated into a "Public Affairs Neighborhood." The new locations of each of the PEG Channels may be found below.

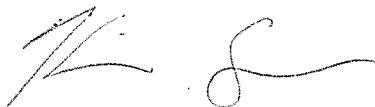
20 Century Hill Drive
Latham, NY 12110

- **Public Access Channel 16** in the Amsterdam, Canajoharie, Gloversville & Schenectady lineups and **Public Access Channel 18** in the Albany, Cobleskill, Glens Falls, Glenville, Hampton, Hoosick, Port Henry Crown Point, Queensbury, Rensselaer, Saratoga, Schroon & Troy lineups will be located on **Channel 1301** on the Basic tier.
- **Educational Access Channel 16** in the Albany, Cobleskill, Glenville, Glens Falls, Hampton, Hoosick, Queensbury, Saratoga, Schroon & Troy lineups will be located on **Channel 1302** on the Basic tier.
- **Educational/Government Access Channel 17** in the Canajoharie & Schenectady lineups will be located on **Channel 1302** on the Basic tier.
- **Government Access Channel 14** in the Hoosick & Troy lineups, **Government Access Channel 17** in the Albany, Amsterdam, Cobleskill, Glenville, Gloversville, Rensselaer & Saratoga lineups, and **Government Access Channel 18** in the Schenectady lineup will be located on **Channel 1303** on the Basic tier. **Government Access Channel 17** in the Hague/Putnam & Port Henry/Crown Point lineups will be located on **Channel 1302** on the Basic tier.

All PEG channels will be searchable on the Program Guide, which will be available to customers going forward. Charter will be actively communicating channel changes through direct mail to customers and an informational website: www.spectrum.com/digitalnow.

We remain committed to providing excellent communications and entertainment services in all of the communities we serve. If you have any questions about this change, 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

THE
ASSOCIATION OF TOWNS
OF THE
STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

150 State Street
Albany, NY 12207

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

LORI A. MITHEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

October 6, 2017

Dear Supervisor:

We wrote you this past August as to the amount of the town's dues for your use in budget formulation. There was also an explanation of how these dues were computed. Please contact our office if you did not receive this information. If your town has not yet paid their dues, your town clerk will be receiving a voucher along with an explanation of the dues within the next couple of weeks.

There is no doubt that town government continues to be the most responsive, efficient and "closest to the people" provider of services to residents in New York State today. It is, however, continually challenged by critical issues that arise. Such issues are both programmatic and fiscal, and they impact a town's ability to provide services to their residents at a reasonable cost. To deal with such challenges, the Association has expanded services for its members. Your support of these efforts through membership in the Association is a direct, invaluable benefit to the residents of your town.

One of the ways in which the Association provides assistance is by training town officials, and the most comprehensive effort in this area is our Training School and Annual Meeting. The **2018 Training School and Annual Meeting** will be held at the **New York Marriott Marquis, New York City, February 18-21, 2018**. Under General Municipal Law, §77-b, the actual and necessary expenses of officers and employees of your town attending the Annual Meeting are proper town charges. A registration form has been enclosed along with information on booking your own hotel room and can also be found in your "*Talk of the Towns & Topics*" magazine.

*We encourage you to register for the meeting and make room reservations online through our Web site:
www.nytowns.org by following the links.*

You must register with us before booking your room reservation.

On behalf of the entire staff, I promise that we will continue in our efforts to provide updated education training for you and your staff and to represent strongly the views of town government both in Albany and Washington.

Your cooperation in processing your dues voucher will be very much appreciated. Many thanks in advance.

Kindest regards,



Gerald K. Geist
Executive Director



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

October 4, 2017 @ 7:30 pm

7:30 Meeting Opens – Pledge of Allegiance

Public Hearing:

<u>Dale Lindeman</u>	<u>Minor Subdivision</u>
125.-1-50.11	33/39 Lindeman Way

New Applicants:

<u>Kevin W. Kronau, Sr.</u>	<u>Special Use Permit Extension</u>
125.08-1-4.111	NY 351, Poestenkill

<u>Shane Gavitt/Amber Dennis</u>	<u>Special Use Permit</u>
125.-1-36.12	71 Sicho Road

Minutes of the September Meeting

Organization Items:

- 1) Planning Board Term Expiration Dates

Other:

Bob Dore	to attend October Meetings
Don Heckelman	to attend November Meetings
Jeffrey Briggs	to attend December Meetings



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

MEMORANDUM

To: Poestenkill Town Board

From: Planning Board

Re: 2018

Date: October 17, 2017

Chairman Russell made a motion to recommend to the Town Board to:

1. Reappoint Don Heckelman as a Member of the Planning Board with a term of January 1, 2018 to December 31, 2024:
2. Appoint Steve Valente as Alternate of the Planning Board with a term of January 1, 2018 to December 31, 2018.

Motion was seconded by Member Teal, motion passed with seven (7) ayes, zero (0) nays and zero (0) abstentions.



TOWN OF POESTENKILL

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

Planning Board

PLANNING BOARD October 3, 2017 Minutes (Distributed before approval)

Attendees:

Tom Russell, Chairman
Judy Grattan
Harvey Teal
Don Heckleman
Jeffrey Briggs
Steve Valente, Alternate

Non-Voting Members:

Robert Ryan, Attorney
Lynn E. Kane, Clerk

Absent:

William Daniel
Robert Dore

Chairman Russell called the meeting to order at 7:30 pm with the Pledge of Allegiance and a moment of silence for the passing of long-time Town Attorney Patrick Tomaselli and for the victims of the Las Vegas shooting.

Public Hearing:

Dale Lindeman
125.-1-50.11

Minor Subdivision
33/39 Lindeman Way

Planning Board Clerk Lynn Kane read the Public Hearing Notice. Chairman Russell asked for comments in favor or in opposition of the application. There being no comments, the public comment period is closed. The Applicant confirmed to the Board that the sole purpose for this subdivision is for there to be one house on the lot for bank refinancing purposes only.

SEQRA Hearing: The SEQRA portion of the public hearing began with Chairman Russell reading the Environmental Assessment Form (EAF) into record and the Board responded to all questions. Chairman Russell asked for comments in favor or in opposition of this portion of the application, none given. A motion made by Member Teal that the proposed action will have no significant environmental impact and therefore a negative declaration should be issued. Member Valente seconded the motion and it was approved by a vote of six (6) ayes, zero (0) nays, and zero (0) abstentions. Chairman Russell states the proposed action will not result in any significant adverse environmental impacts and closes this Hearing.

Minor Subdivision Hearing: Given the negative declaration, the final public hearing on the approval portion of the application conducted after the SEQRA Hearing, Chairman Russell asked for comments in favor or in opposition of the final portion of the application, none given. Chair closes the public hearing with "There being no further comments, the public hearing is closed." Member Grattan makes "motion that the proposed 2 lot minor



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

October 10, 2017 @ 7:30 pm

**No Agenda
Meeting Cancelled**

Other:

Kevin McGrath to attend October PB meeting

Paul Jamison to attend November meetings

Kevin McGrath to attend December meetings

2:54 PM
10/02/17
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
September 2017

	<u>Sep 17</u>
Income	
Bank Reverse Charge	15.00
Income Donation	1,500.00
Total Income	<u>1,515.00</u>
Gross Profit	1,515.00
Expense	
Building Fuel (heating)	
Main Station (Propanel)	174.64
Total Building Fuel (heating)	<u>174.64</u>
Building Maintance	
East Poestenkill	10,542.21
Main Station	977.73
Refuse	178.03
Total Building Maintance	<u>11,697.97</u>
Electric	
East Poestenkill	80.71
Main Station	21.02
Total Electric	<u>101.73</u>
Equipment	
New Equipment	14,058.61
Total Equipment	<u>14,058.61</u>
Fire Trucks	
Fuel	488.38
Total Fire Trucks	<u>488.38</u>
Internet and Phone	103.77
Medical Supplies	209.66
Memorial Donation	60.00
Office Supplies	62.00
Professional Services	710.00
Security Alarm	65.00
Solar	612.93
Telephone	
Cell Phones	53.73
East Poestenkill	38.41
Main Station	47.50
Total Telephone	<u>139.64</u>
Water	55.01
Total Expense	<u>28,539.34</u>
Net Income	<u><u>-27,024.34</u></u>

5:36 PM

09/30/17

Accrual Basis

Poestenkill Fire Company
Custom Summary Report
 January through September 2017

	Jan - Sep 17
Income	
Bank Reverse Charge	15.00
Income Donation	2,877.62
Insurance Check	5,097.21
Insurance Rebate	4,939.29
Interest	-12.18
Sale of Equipment	35,000.00
Town Contract Money	296,976.98
Transfer from Memorial Fund	10,000.00
Total Income	354,893.92
Gross Profit	354,893.92
Expense	
Awards	958.18
Bank Adj.	120.45
Building Fuel (heating)	
East Poestenkill (fuel oil)	430.85
East Poestenkill (propane)	2,997.48
Main Station (Propanel)	7,143.07
Total Building Fuel (heating)	10,571.40
Building Maintance	
Cleaning Supplies	502.64
East Poestenkill	11,174.54
Main Station	2,654.05
Refuse	1,064.49
Building Maintance - Other	813.24
Total Building Maintance	16,208.96
Donation	75.00
Electric	
East Poestenkill	910.67
Main Station	189.18
Total Electric	1,099.85
Equipment	
New Equipment	74,101.96
Repair & Maintance	4,094.33
Equipment - Other	71.52
Total Equipment	78,267.81
Fire Trucks	
Fuel	3,888.93
Repair & Maintance	7,002.99
Total Fire Trucks	10,891.92
Hospital Stay	65.00
Insurance	
Accident & Sickness	3,035.00
Auto	7,082.00
Buildings	17,233.06
Workman's Compensation	12,804.70
Insurance - Other	349.00
Total Insurance	40,503.76
Internet & Phone	103.82
Internet and Phone	622.58
Medical Supplies	2,310.45
Memorial Day	75.00
Memorial Donation	205.00
Office Supplies	
Postage	94.00
Office Supplies - Other	1,352.65
Total Office Supplies	1,446.65

5:36 PM

09/30/17

Accrual Basis

**Poestenkill Fire Company
Custom Summary Report
January through September 2017**

	<u>Jan - Sep 17</u>
Physicals	120.00
Professional Services	5,410.00
Reimbursement	109.86
Security Alarm	585.00
Solar	3,632.37
Sponsorship	250.00
Telephone	
Cell Phones	497.37
East Poestenkill	413.69
Main Station	810.54
Total Telephone	<u>1,721.60</u>
Town Water	60.11
Training	371.48
TRAnser to Equipment Replaceme	15,000.00
Transfer to Memorial Fund	30,000.00
Transfer to Vechicle Replacemen	80,000.00
Uniforms	1,275.65
Water	214.85
Water Tax	351.81
Total Expense	<u>302,628.56</u>
Net Income	<u><u>52,265.36</u></u>

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

RESOLUTION NO. OF 2017

IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL FORMALLY RECOGNIZING ALMA T. CLEMENT ON HER 100TH BIRTHDAY

WHEREAS, it has been brought to the attention of the Poestenkill Town Board that Alma T. Clement, a resident of the local community will be honored by friends and relatives on the occasion of her 100th Birthday; and

WHEREAS, she was born in (Morandian Hall) the original Farm House at Vanderhyden on October 16, 1917 and shortly thereafter, moved to Poestenkill where she has resided for the last 98 years; and

WHEREAS, she became the wife of Leo Clement in 1939 and this marriage was blessed with 7 children, 19 grandchildren and 19 great-grandchildren; and

WHEREAS, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages; and

WHEREAS, she was specifically active in her community as a 4-H Leader, Poestenkill Democratic Committee, Recruiter for poll watchers, past President of the Poestenkill Seniors, volunteered at Vanderhyden Hall and was very active in her Church.

NOW, LET IT THEREFORE BE

RESOLVED, that the Town Board of the Town of Poestenkill on behalf of said Town hereby deem it an honor and pleasure to extend this Resolution to Alma T. Clement on the occasion of her 100th Birthday, with sincere Congratulations and Best Wishes for many more happy, productive years.

Councilwoman June Butler: _____
Councilman David Hass: _____
Councilman Harold Van Slyke: _____
Councilman Eric Wohlleber: _____
Supervisor Dominic Jacangelo: _____

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is Between the Town of Poestenkill, New York, hereinafter referred to as the "Grantor" and Time Warner cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 **Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 **Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract.

2.4 **Restoration of Municipal Property.** Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 **Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 **Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

- 6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand-mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.
- 6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions Section 895.5 of the regulations of the NYPSC. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.
- 6.3 Abandonment of Service.** Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.
- 6.4 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.
- 6.5 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to

provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in

the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *five percent (5 %)* of the annual Gross Revenue. Franchise fees may be passed through

to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an *quarterly* basis, within forty-five (45) days of the close of each *calendar quarter*. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically

reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a

written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Dominic Jacangelo
Town Supervisor
Town of Poestenkill
38 Davis Drive
Poestenkill, NY 12140

Email: djacangelo@poestenkillny.com

Grantee: Kevin Egan
Director, Government Affairs
20 Century Hill Drive
Latham, NY 12110

Email: kevin.egan@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s),

consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

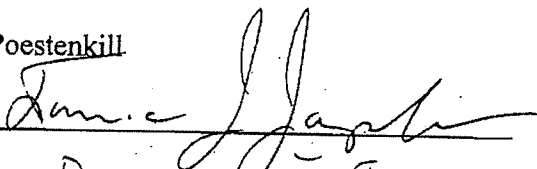
15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20__.

Town of Poestenkill

Signature: 

Name/Title: Dominic J. Trapani

Accepted this ___ day of _____, 20____, subject to applicable federal,
State and local law.

Time Warner Cable Northeast LLC, By Its
Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

EXHIBIT A

Poestenkill Town Hall 38 Davis Drive, Poestenkill NY 12140

Poestenkill Library, 9 Plank Road, Poestenkill, NY 12140

Poestenkill Highway Garage, 108 Plank Road, Poestenkill, NY 12140

Poestenkill Heritage Center, 776 Round Top Road (NY 351), Poestenkill, NY 12140

AGREEMENT

Agreement made this _____ day of _____, 2017, by and between THE TOWN OF _____, NEW YORK, hereinafter referred to as "Town" and RENSSELAER COUNTY, NEW YORK, with offices located at 1600 Seventh Avenue, Troy, New York hereinafter referred to as "County".

1. On selected County Roads as listed on Schedule "A", the Town will provide all snow plowing and sanding from October 1, 2017 to April 30, 2018. The County will reimburse the Town actual costs for labor, materials and equipment as follows.
 - Labor - hourly wages, regular and overtime plus the cost of all benefits.
 - Material - actual costs for all salt and sand applied to County Roads.
 - Equipment - hourly rental rates for the equipment rental as established by the New York State Department of Transportation.

2. Except as provided hereinafter, the County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Town shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Town or call upon the Town to defend such action. In the event that the Town defends the action the County shall reimburse the Town for all necessary expenses, including litigation expenses incurred by the Town. In no event shall the County be obligated to defend or indemnify the Town, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Town owned or operated vehicle, whether such vehicle shall be insured or subject to self insurance, while engaged in the operation of snow and ice control functions under this Agreement.

3. The County shall not unreasonably interfere with the Town's attempts to safely plow said area.

4. The Town acknowledges and agrees that the services to be furnished by the Town to the County are furnished as an independent contractor and not as an agent or as officers or employees of the County.
5. This agreement has been executed on behalf of the County pursuant to Resolution G/pending/17 of the Rensselaer County Legislature.

THE TOWN OF _____, NEW YORK

Supervisor

THE COUNTY OF RENSSELAER, NEW YORK

County Executive

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

On this _____ day of _____, 2017, before me personally came Kathleen M. Jimino, to me personally known, who, being by me duly sworn, did say that(s)he resides at _____, New York; that(s)he is the County Executive of the County of Rensselaer, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the County Legislature; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

NOTARY PUBLIC

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

On this _____ day of _____, 2017, before me personally came _____, to me personally known, who, being by me duly sworn, did say that (s)he resides at _____, New York; that (s)he is the Supervisor of the Town of _____, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the Town Board of such town; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

NOTARY PUBLIC

2015-2016 SNOW & ICE COUNTY ROADS AGREEMENTS

SNOW & ICE AGREEMENT
TOWN OF BRUNSWICK

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
135	TOWN OFFICE ROAD	FROM NYS RTE 7 TO CR # 134	1.608
141	SOUTH LAKE AVE.	CITY LINE AT NYS RTE 2 TO CITY LINE ON SOUTH LAKE AVE.	0.563
144	NORTH LAKE AVE.	CITY LINE TO NYS RTE 142	2.530
TOTAL			4.701

SNOW & ICE AGREEMENT
TOWN OF EAST GREENBUSH

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
57	PHILLIPS ROAD	FROM CR # 58 TO NYS RTE # 9&20	1.40
59	SHERWOOD AVE.	FROM NYS RTE # 151 TO NYS RTE # 9&20	0.70
60	HAMPTON AVE.	FROM NYS RTE # 9&20 TO NYS RTE # 51	1.20
63	OLD RED MILL RD.	FROM NYS RTE # 151 TO RENSSELAER CITY LINE	0.30
TOTAL			3.60

2015-2016 SNOW & ICE COUNTY ROADS AGREEMENTS

SNOW & ICE AGREEMENT
TOWN OF POESTENKILL

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
40	PLANK ROAD	FROM NYS RTE 351 TO CR RTE # 79	1.50
		TOTAL	1.50

SNOW & ICE AGREEMENT
TOWN OF PETERSBURG

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
91	EAST HOLLOW RD.	FROM NYS RTE 2 TO NYS RTE 2	2.144
92	HILLS HOLLOW & DAYFOOT ROAD	FROM NYS RTE 2 TO NYS RTE 2	1.145
94	DILL BROOK ROAD	FROM NYS RTE 2 TO NYS RTE 2	1.632
		TOTAL	4.921

SNOW & ICE AGREEMENT
TOWN OF SCHODACK

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
8	STONE POINT RD.	NYS RTE 9J TO WESTERN ROAD	1.50
		TOTAL	1.50

2015-2016 SNOW & ICE COUNTY ROADS AGREEMENTS

SNOW & ICE AGREEMENT
TOWN OF SCHAGHTICOKE

SCHEDULE "A"

<u>CR #</u>	<u>ROAD NAME</u>	<u>DESCRIPTION</u>	<u>MILEAGE</u>
116	OIL MILL HILL	FROM RTE 40 TO CITY LINE	0.263
124	NEW TURNPIKE RD.	TROY CITY LINE TO DEAD-END	0.585
127	RIVER ROAD	TROY CITY LINE TO TOWN ROAD	0.820
		TOTAL	1.941

SNOW & ICE AGREEMENT
CITY OF TROY

THE PORTION OF THE HIGHWAY KNOWN AND DESIGNATED AS OAKWOOD AVENUE WHICH IS LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY.

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

Conservation Fees to the Town:	\$ 173.30
2 Marriage License @ \$ 7.50 each	\$ 15.00
2 Marriage Certificate @ \$10.00 each	\$ 20.00
Marriage Transcript @ \$10.00 each	\$
A1255 Total Town Clerk Fees	\$ 208.30
Peddler's Permit	\$
A1289 Registrar	\$
A2655 Minor Sales - Copies (certified copy) -	\$
A2530 Games of Chance (Bell Jar)	\$
A2544 Local Fee for dogs	\$ 76.00
A2115 Planning Board Fees/ZBA fees	\$ 1,025.00
A2555 Building Permits	\$ 1,913.85
A2501 Junkyard License	50.00
A2268 Impoundment fees from Creekside Kennel	\$
A2720 Water Meter Fee \$940 1001 Water Benefit Charge -	\$
A2240 Misc. Water Charges - \$	\$
A2710 Water Permit Fee \$ 160	\$
1001 Water billing \$7,038.36	\$
Total Water Charges	\$8,138.36
REVENUE TO SUPERVISOR	\$11,411.51
Amount paid to State Comptroller for Games Chance License	\$
Amount paid to DEC for Conservation Licenses	\$2,968.70
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program	\$ 20.00
Amount paid to State Health Dept. for Marriage Licenses	\$ 45.00
TOTAL DISBURSED	\$3,033.70
September 5, 2017 Dominic Jacangelo, Supervisor	
TOTAL AMOUNT RECEIVED BY CLERK	\$14,445.21
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 September only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 5th day of October 2017.	

Susan Horton



Town of Poestenkill

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

OFFICE OF THE
ASSESSOR

TO: POESTENKILL TOWN BOARD

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

We occasionally get calls from property owners asking about the STAR application. If they currently get the Basic STAR and will be changing to the Enhanced STAR, we can have them file an application with our office. However, if they are new owners, they need to contact the State directly. All new deed owners are sent a letter from our office notifying them of that change.

All deeds, split/merger information continues to be received from the county for files to be processed. We also continue to receive all final construction projects from the building department that have been finalized. These are processed and will be ready for valuation for 2018.

There are no corrections or changes that will need to be processed by the Board of Assessment Review in October.

Constituent relations are good for this period.

Respectfully submitted,

Brian M. Jackson
Assessor
Town of Poestenkill

cc: Town Board
Susan Horton, Town Clerk



TOWN OF POESTENKILL

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

Office of the
Water Superintendent

Water Report for September 2017

Between the Highway and myself we corrected six valves bodies of which we cut out the top coating of blacktop and put a riser on the valve body and re blacktop the patch and one valve body was above the blacktop driveway which received a shim coating of blacktop (so it will not be a trip hazard). We also raised a fire hydrant on a dead-end street so the snowplow can see it.

I am still locating valves that are covered and trying to bring them to ground level. Also looking for a leak at Snyders Corner & Dennis (wet spot)

Had 4 new water services installed this month. We had a couple of complaints this month one was water hammering in the resident I told the customer that it was within the house not in the water system (well he called a plumber and it was his expansion tank on his furnace).

Request to get storage container for the water dept. use (it was in the budget). I don't have any space to store spare parts (there equipment stored at the highway and inside of the pumphouse, in the basement of town hall and in the small storage (30"x6') shed behind the pumphouse.

Dig Safe 811

Had twenty-six dig requests for mark outs (half of them where for county/utilities the other half were for residents).



TOWN OF POESTENKILL

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

October 12, 2017

To: Dominic Jacangelo

From: Paul Barringer – Code Enforcement Officer/MS 4 Official

Re: September 2017 work activities

My work hours for the month totaled 41 1/2 hours. Fees collected through this office totaled \$1773.85.

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. Two properties with non-conforming commercial businesses were notified that the operations were in violation of the Town Zoning and were requested to comply within 30 days. Follow up to the above non-conforming use violation. One property complied with the notice, the other property remains to be reviewed whether compliance has taken place.
- Investigated one neighbor – neighbor complaint and found that one resident has been illegally dumping affecting the complainant's property. The illegal dumping may also violate MS4 regulations and DEC regulations. Research is ongoing.
- Reviewing existing files on ongoing building permits with the long term intent of closing out files. Conducting field inspections as necessary.
- Presently there are 11 open building permits for new house construction in various stages of completion. One new house building permit was issued. One permit issued to Pigliavento Builders in the Lochvue subdivision received their Certificate of Occupancies. One permit for the Quail Meadows subdivision to a contractor hired by the owner who purchased the parcel from the developer, and one privately owned parcel on Snake Hill Rd. Onsite inspections have taken place for compliance to the building code. The remaining permits are for long standing projects in various stages of completion. One is completed and occupied with the owner not responding to phone calls. Another has had a STOP WORK notice posted due to the age of the building permit.
- Six building permits were issued for a new deck and siding, a new pole barn, a handicap ramp and deck, a new garage, a pool shed, and the new house. Three existing building permits were extended at the request of the permittee. One new Certificate of Occupancy issued to Pigliavento

Town of Poestenkill

Dog Control

September 2017

- 5th Driver found dog. Took to kennel
- 7th Info from vet hospital
- 7th Stray dog Took to kennel
- 9th Dog hit by car Owner located
- 13th Resident reports neighbor dogs fighting
- 14th Report of two loose dogs on resident's property



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: October 12, 2017

RE: Highway Activities
September 15,2017-October 12,2017

1. Crew been working with the water department
2. Crew been out patching holes
3. Crew been helping Town of Grafton pave their roads
4. Crew been cutting brush
5. Crew been changing oils & putting sanders on trucks