

**NOTICE OF PUBLIC HEARING
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing pursuant to Town Law § 184 (2) at the Poestenkill Town Hall, 38 Davis Drive in the Town of Poestenkill, County of Rensselaer at 7:00 P.M. December 14, 2017, to consider the TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT between the Town and the Poestenkill Fire Company, Inc., containing the terms under which the Fire Company will provide fire service to the town for the calendar years 2018 and 2019, and also the Town Board's resolution authorizing the Town Supervisor to execute said agreement on behalf of the town.

At the aforesaid time and place of hearing, all interested persons will be given the opportunity to be heard concerning the proposed agreement and resolution.

DATED: December 8, 2017

By Order of the Town Board
of the Town of Poestenkill
Susan Horton, Town Clerk

Approved as to form by
John T. Casey, Esq., Town Attorney

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING

November 16, 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
Jack Casey, Town 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 5 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. S. Kelly owner of Stepping Stone Farms on Rt. 351 stated that she was informed that Waste Management was once again going to reopen their doors to the garbage industry and this site has been closed for many years. Supervisor Jacangelo stated that he would have to do some research on this issue regarding permits/etc. There was a discussion once again regarding the ambulance service. Supervisor Jacangelo stated that with just volunteers it is not doable. The Town still does have the first responders that are working out very well, and the Town Board is going to continue working on this issue.

Motion by Wohlleber, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of the October 19, 2017 meeting as written.

Liaison Reports:

Planning Board – D. Heckelman reported on the November 8th meeting.

Zoning Board – Due to the lack of agenda items the October 10th ZBA meeting was cancelled.

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

Library – D. Reis reported on the library's recent activities. She also commented on the new sign that was constructed by M. Minick for his Eagle Scout badge. Ms. Reis reported that the Library Director is working with the Resource Officer from Averill Park High School to put an "Active Shooter" plan together.

Youth Advisory Board – K. Anthony reported on the upcoming youth activities which included the Ski Club yearly events with the details being on-line.

CAC-No Meeting

Correspondence:

ZBA resignation of Terry Lantry was part of the Town Board packets. There is now one seat open on the Zoning Board.

Discussion Items:

Solar RFP- Supervisor Jacangelo wanted to talk to the Board about an EPA report regarding the potential for a solar project possibly at the old landfill site and the highway garage. It would be necessary to put out an RFP for third parties to construct and operate the solar facilities at these two locations with a potential to generate a significant amount of electricity at these sites. This would reduce the overall town electric cost with a positive cash flow for the town. Supervisor Jacangelo asked the Board members if they had any thoughts. The Town Attorney is going to look into issue's and how other communities deal with solar RFP's.

Action Items:

Charter Communications-RESOLUTION #24-2017-IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL AUTHORIZING THE SUPERVISOR TO EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE TOWN OF POESTENKILL AND TIME WARNER CABLE NORTHEAST LLC., LOCALLY KNOW AS CHARTER COMMUNITCATIONS

Resolved that the Supervisor is authorized to execute the new 10-year Franchise Agreement on behalf of the Town.

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

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

Authorizing Payment In lieu of Healthcare Coverage-RESOLUTION #25-2017-IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL AUTHORIZING PAYMENT IN LIEU OF HEALTHCARE COVERAGE FOR INDIVIDUALS ELECTING TO DO SO

Resolved that any such election by a covered individual to accept such buyout or to rescind any previous buyout and have coverage reinstated for the next calendar year must be evidenced by notice provided to the Town and, if applicable reimbursement to the Town of the buyout payment

previous received, not later than November 25th of the year prior \$2,500 for single coverage, \$3,500 for plus one coverage and \$5,000 for family coverage with said amounts to be reconsidered annually by the Town Board.

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Reports

Supervisor's Report – Supervisor Jacangelo reported he had been away and only had a few things to comment on. He reported that the digging at the firehouse parking lot would begin on November 17th and the monies to be used will be absorbed through the town budget. The new 2-year Fire Company contract agreement will be approved at the next Town Board meeting and includes a 3% increase. Supervisor Jacangelo wanted to thank Councilwoman Butler for attending the shared services meeting

Town Attorney's Report – Mr. Casey reported that he drafted the resolutions for this meeting and he is looking into the Waste Management issue.

Town Clerk's Report – Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's report of October 2017. The total amount received in the Clerk's office was \$13,274 and of that amount \$11,760.28 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 and the Highway report.

Budget Transfers:

RESOLUTION #26-2017-IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGT FUNDS-Resolved that it is hereby authorized and directed that the sum of \$7,789.26 be transferred from General Budget fund line 11420.4 (Attorney Contractual) to General Budget fund line 11420.1 (Attorney Payroll)

MOVED BY: Councilman Hass

SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

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

RESOLUTION #27-2017IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS-Resolved that it is hereby authorized and direct that the sum of \$470.35 be transferred from General Budget fund line 151324 (Highway Garage) to General Budget fund line 133102 (Traffic Control)

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

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

Payment of Bills:

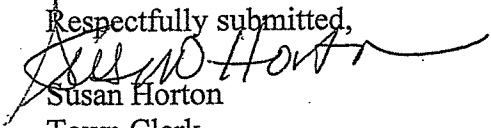
Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #20 -2017 in the amount of \$31,332.45. Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #21 -2017 in the amount of \$40,913.12.

The regular monthly December meeting will be held on December 14th at 7 p.m.

The year-end meeting will be held on December 28th at 7 p.m. and immediately following the newly elected officials will be sworn in. The 2018 Organizational Meeting will be held on January 4th at 7 p.m.

Motion by Van Slyke, seconded by Wohlleber and an oral vote of 5 ayes to adjourn this meeting at 8:15 p.m.

Respectfully submitted,



Susan Horton
Town Clerk



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 November 8, 2017 Minutes (Distributed before approval)

Attendees:

Tom Russell, Chairman
Bob Dore
Harvey Teal
Bill Daniel
Jeffrey Briggs
Steve Valente, Alternate

Non-Voting Members:

Robert Ryan, Attorney
Lynn E. Kane, Clerk

Absent:

Judy Grattan
Don Heckleman

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

Public Hearings:

Shane Gavitt/Amber Dennis
125.-1-36.12

Special Use Permit
71 Sicho Road

The Public Hearing Notice was read into the record.

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 was made by Member Teal that the proposed action will have no significant environmental impact and therefore a negative declaration should be issued. Member Briggs seconded the motion and it was approved by a vote of six (6) ayes, zero (0) nays, and zero (0) abstentions.

Approval Hearing: Given the negative declaration, the final public hearing on the approval portion of the application was 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 closed the public hearing with "There being no further comments, the public hearing is closed." Board member Valente made a motion that the Special Use Permit for the property located at 71 Sicho Road, Poestenkill, NY be approved to allow chickens on a non-farm parcel. It was seconded by Board member Daniel and was approved by a vote of six (6) ayes, zero (0) nays, and zero (0) abstentions.

Minutes: The minutes of the Board meeting on October 4, 2017 was reviewed. A motion to accept the minutes as written was made by Board member Briggs, seconded by Member Teal, approved by a vote of four (4) ayes, zero (0) nays, and two (2) abstentions (Dore and Daniel).

Public Comment Period: With no comments from the Public, Chairman Russell closed the Public Comment Period.

New Applicants:

Rensselaer Plateau Alliance
127.-1-57 and 128.-1-14

Lot Line Adjustment
Legenbauer Road

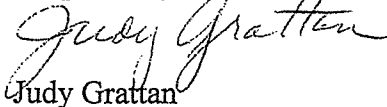
Applicants are looking to move 3 lot lines due to donated land from Michael DeFillipe. A motion to classify this application as a lot line adjustment was made by Member Daniel, seconded by Member Teal and approved by a vote of five (5) yes, zero (0) nays, and one (1) abstention (Briggs).

Informational Item:

A discussion of recusal, abstention, conflicts of interest, and disclosure was held by the board members.

There being no further business, a motion to adjourn made by Chairman Russell, seconded by Member Teal, and approved by a vote of six (6) ayes, zero (0) nays, and zero (0) abstentions.

Respectfully submitted,



Judy Grattan

Planning Board Member



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

December 5, 2017

7:30 Meeting Opens – Pledge of Allegiance

Minutes of the November Meeting

Public Comments

New Business:

Henry Bermas
138.-1-40.1

Classification
1816 NY Route 43

Informational Items: Waste Management Site

Organization Items: Chairman for 2018

Other:

Jeffrey Briggs to attend December Meetings
Judy Grattan to attend January Meetings



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Planning Board

PLANNING BOARD December 5, 2017 Minutes

Attendees:

Tom Russell, Chairman
Jeffrey Briggs
William Daniel
Robert Dore
Judy Grattan
Don Heckelman
Harvey Teal
Steve Valente, Alternate

Absent:

Robert Ryan, Attorney

Chairman Russell called the meeting to order at 7:39 pm with the Pledge of Allegiance.

Minutes

The minutes of the Board meeting on November 9, 2017 were reviewed. A motion is made by to approve the minutes as written by Board member Daniel, seconded by Board member Briggs and approved by a vote of five (5) ayes, zero (0) nays, and two (2) abstentions (Grattan and Heckelman).

Public Comment Period

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

New Business:

Henry Bermas

(Tax Map # 138.-1-40.1)

Classification of Subdivision

52 Bermas Road

The proposed 2 lot subdivision was discussed with the board. Mr. Bermas wants to subdivide a small parcel from his existing parcel. There are existing structures, wells, and septic. No new development is planned at this time.

Board member Grattan made a motion to classify this application as a 2 lot minor subdivision. It was seconded by Board member Dore, and approved by a vote of seven (7) ayes, zero (0) nays, and zero (0) abstention.

Public hearings for SEQRA and application approval were scheduled for January 2, 2018.

Resolution of Issue: Public hearings will be held in January 2018.

Informational Items:**Waste Management**

The status of the Waste Management site was discussed. Board member Grattan updated the other board members on a meeting that was held between Waste Management, Supervisor Jacangelo, Town Code Enforcement Officer, and the Town Consulting Engineer. The hauler expects to start operations before the end of the year. He expects 10 trucks and 3 trailers to use the site daily.

Recusal

A discussion of when disclosure, abstention, or recusal should be used was held. The board felt that a policy detailing how these items should be handled across all of the town boards would be helpful. The Planning Board members will disclose any significant connection to applicants in future before hearing the application.

Comprehensive Plan

The Comprehensive Plan is due to be updated. The Planning Board will check with the Town Board for their thoughts on this endeavor.

Organizational Item:

The board members will recommend Tom Russell as Chairman for 2018. Also, as was decided in a previous meeting, Don Heckelman would like to be re-appointed for the term running January 1, 2018 through December 31, 2024 and Steve Valente would like to be re-appointed to the Alternate position for the term running January 1, 2018 through December 31, 2018.

A motion is made by Board member Grattan, seconded by Board member Heckelman and approved by a vote of seven (7) ayes, zero (0) nays, and zero (0) abstention to adjourn the meeting.

Respectfully submitted,



Judy Grattan
Board Member



TOWN OF POESTENKILL

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Poestenkill, NY 12140

(518) 283-5100 Phone

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Planning Board

TO: Town Board Members
FROM: Planning Board
DATE: December 5, 2017
SUBJECT: Planning Board Recommendations for 2018

The following recommendations are made for upcoming vacancies on the Planning Board:

Tom Russell as Chairman for 2018

Don Heckelman re-appointed as Board Member for the term running January 1, 2018 through
December 31, 2024

Steve Valente re-appointed to the Alternate Member position for the term running January 1, 2018
through December 31, 2018.



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 December 12, 2017 @ 7:30 pm

MEETING OPENS – PLEDGE OF ALLEGIANCE

Minutes of August 15, 2017

Organizational Items:

- Chairman recommendation
- Board member expiring term recommendation
- Alternate recommendation

Executive Session

Other:

Kevin McGrath **to attend January Meetings**

Tim Hoffay **to attend February Meetings**

6:05 PM
12/03/17
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
November 2017

	<u>Nov 17</u>
Expense	
Building Fuel (heating)	
East Poestenkill (propane)	233.43
Main Station (Propanel)	551.60
Total Building Fuel (heating)	<u>785.03</u>
Building Maintance	
Cleaning Supplies	30.15
Refuse	547.91
Total Building Maintance	<u>578.06</u>
Electric	
East Poestenkill	80.58
Main Station	71.55
Total Electric	<u>152.13</u>
Equipment	
New Equipment	5,418.40
Repair & Maintance	3,491.08
Total Equipment	<u>8,909.48</u>
Fire Trucks	
Repair & Maintance	40.00
Total Fire Trucks	<u>40.00</u>
Medical Supplies	121.94
Office Supplies	
Safety Deposit Box	131.25
Total Office Supplies	<u>131.25</u>
Security Alarm	65.00
Solar	441.87
Telephone	
East Poestenkill	40.31
Total Telephone	<u>40.31</u>
Uniforms	711.84
Web Site	228.00
Total Expense	<u>12,204.91</u>
Net Income	<u><u>-12,204.91</u></u>

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE
162 WASHINGTON AVENUE, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County
City
Town
Village

of **POESTENKILL**

Local Law No.

of the year **201**

A local law **REGULATING ACCESS TO AND USE OF THE BARBERVILLE NATURAL RESOURCE AREA WITHIN THE TOWN OF POESTENKILL**
(Insert Title)

Be it enacted by the

Town Board
(Name of Legislative Body)

of the

County
City
Town
Village

of **POESTENKILL**

as follows:

Section 1. Name of Local Law

This law shall be known as "Barberville Natural Resource Area Law."

Section 2. Authority and Purpose.

Barberville Falls and the surrounding area (collectively referred to hereinafter as "the Barberville Natural Resource Area" is a unique natural landmark situate within the heart of the Town of Poestenkill ("the Town") and is a part of the Town's heritage and was duly acquired by the Town from the Nature Conservancy in 2018. The Barberville Falls is approximately 90 feet in height carrying the waters of the Poesten Kill from the upper escarpment of the Rensselaer Plateau to the Poestenkill Hamlet. The Poesten Kill drains approximately 35 square miles of the Plateau and not only provides important water resources but also a habitat for fish and other aquatic life. The Barberville Natural Resource Area includes discrete ecological communities while also offering to the public a variety of recreational opportunities including hiking, bird watching, nature walks, fishing, and photography on its 138 acres. It is the purpose and intent of this local law that the Town provide for responsible stewardship of this unique natural resource while also allowing its vistas and recreational opportunities to be accessed and enjoyed by the public. As part of such purpose, the Town also hereby establishes rules, restrictions and conditions for public access to and use of the Barberville Natural Resource Area to the end of facilitating, to the extent possible and practicable, a safe and enjoyable experience for all visitors to the Barberville Natural Resource Area and the preservation of its resources in their natural pristine condition and to ensure that private land is not trespassed on nor used for purposes not approved by the landowner.

Section 3. Public Notice.

Whereas the Barberville Natural Resource Area is a natural and potentially dangerous open space area, this local law and the signage hereby authorized and if and when posted shall serve as a warning to the visiting public that the property contains steep slopes, slippery surfaces and dangerous cliffs. Children shall at all times be under the supervision and guardianship of an adult while on the property. All persons enter the property at their own risk.

Section 4. Permitted Uses.

1. From the day after Labor Day through two (2) days before Memorial Day persons are invited to visit the Barberville Natural Resource Area for the purposes of bird watching, hiking, fishing, geocaching, snowshoeing, and photography from one half hour after sunrise until one half hour before sunset.

2. Every person intending to park in designated parking areas as provided for in subdivision 10 of Section 5 of this local law shall first obtain and display in the window of their vehicle a permit obtainable from the Town Clerk's office. No person shall park on any private property without the permission of the land owner. Illegally parked vehicles may be ticketed, towed or immobilized by the placement of a wheel boot on their vehicle. The fee for having such boot removed shall be \$50 payable to the Town of Poestenkill by cash or check. Any towing fees are the sole obligation of the vehicle owner and shall be payable directly to the towing service provider.

~~2.3.~~ The town board by resolution may establish one week in the year for hunting provided that any such hunting is undertaken consistent with State law. Such use shall be by permit only issued to town residents following a public lottery. The number of permits shall be limited to ten for the week. Such hunting season shall be posted at entries to the property and other such other locations as determined by the Town Board.

3. In addition to the uses expressly permitted by this Section 4 and subdivision 1 of Section 5 of this local law, the Town Board may, by Resolution, authorize any additional use or uses not inconsistent with the purpose and intent of this local law.

Section 5. Access and Use Restrictions and Prohibitions.

1. No person shall enter the Barberville Natural Resource Area from the day before Memorial Day through Labor Day without first obtaining a permit from the Town Clerk which shall specify the purpose for the entry. Permits will be issued for the limited purposes of scientific research and park cleanups. The permit application shall include the identity, address and contact information for the person responsible for the permit and how many people are proposed to be included in the permit and identities, addresses and contact information. The permit shall also identify any vehicles to be parked in the Barberville Natural Resource Area parking areas for the specified activity.

2. Alcohol: No person shall possess any alcoholic drink while on Barberville Natural Resource Area property.
3. Glass: No person shall possess any glass container or drinking glass while on Barberville Natural Resource Area property.
4. Swimming: No person shall at any time swim or wade in that portion of the Poesten Kill which passes through the Barberville Natural Resource Area.
5. No person shall wonder off designated trails or climb on the face of the falls.
5. Camp Fires: No person shall start a campfire or other fire within the Barberville Natural Resource Area for any purpose at any time.
6. Time of Permissible Occupancy: No person shall remain on the Barberville Natural Resource Area property later than one half hour before sunset or earlier than one half hour before sunrise.
7. Noise: No person shall create unnecessary noise while on the Barberville Natural Resource Area except to call emergency personnel or to find a missing person.
8. No recreational hunting is permitted other than that authorized in Section 4, Subdivision 3. -
9. No person shall enter private property from the Barberville Natural Resource Area at any time. In this regard, it is noted that the area extending from the center of the bed of the Poesten Kill to the west edge of the Barberville Falls proper as well as the adjacent land from under the bridge to the power house is privately owned property which is not included in the Barberville Natural Resource Area. Accordingly, entry upon such private property constitutes trespass and may be prosecuted as such by the property owner.
10. Parking: No person shall park any vehicle on Barberville Natural Resource Area property other than in designated parking areas. In addition, there shall at no time of the year and for whatever purpose be any parking of vehicles upon the premises of the Barberville Natural Resource Area without first obtaining a parking permit from the Town Clerk, which permit shall be prominently displayed on the dashboard of any such parked vehicle.
11. No pets or animals of any kind shall be brought or let loose upon the premises of the Barberville Natural Resource Area.
12. No motorized vehicle shall enter the Barberville Natural Resource Area except those under the direct supervision of the Town of Poestenkill for administrative purposes.

Section 6. Violations and Penalties.

1. 1.—Any person who violates the provisions of this local law is guilty of a violation punishable by a fine of up to Two Hundred Fifty Dollars (\$250.00).
2. 2.—Any unauthorized or prohibited access, occupancy or use of the Barberville Natural Resource Area or its resources shall constitute both civil and criminal trespass and may be prosecuted as either or both.
1. Any person who requires the assistance of a first responder, police or fire services, or town resources by virtue of a violation of this Article shall be strictly liable for the actual costs associated with such assistance.

Section 7 Resource Area Review

The Conservation Advisory Council shall review the use of the Barberville Natural Resource area to ensure that this article is meeting the goals set out by its provisions and make recommendations from time to time to the Town Board on possible changes to the article. In addition the Conservation Advisory Council is authorized to accept donations on behalf of the town for the care and management of the property and may apply for grants both public and private for the same.

Section 7. Severability.

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

Michelle Asquith

From: Terry Houser <thouser@nycourts.gov>
Sent: Thursday, December 07, 2017 7:01 PM
To: secpoest@nycap.rr.com
Subject: Open Books

Hi Sue:

Can you let the TB know that our books will be open for their review on 12/21/2017 between 5:30 and 7:00 p.m. Thanks.

Terry Houser

Court Clerk
Poestenkill Town Court
POB 164
Poestenkill, NY 12140
518.283.5100 ext. 105
518.283.8821 (fax)
NY041221j

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2018, between the **TOWN BOARD OF THE TOWN OF POESTENKILL**, such town being a municipal corporation and geographic and political subdivision of the State of New York, located in the County of Rensselaer and State of New York, hereinafter designated as "the Town" or the party of the first part; and the **POESTENKILL FIRE COMPANY, INC.**, an incorporated fire company duly organized and existing under and by virtue of the laws of the State of New York, and having headquarters located at the fire house in the Town of Poestenkill, County of Rensselaer, State of New York, hereinafter designated as "the Fire Company" or the party of the second part.

WITNESSETH:

WHEREAS, there has been duly established in said Town of Poestenkill, a fire protection district known as "Poestenkill Fire Protection District" embracing territory which includes the entire Town of Poestenkill, and

WHEREAS, following a public hearing duly called, the party of the first part duly authorized a contract with the party of the second part for furnishing fire protection to said district during the term of this Agreement upon the terms and provisions herein set forth; and

WHEREAS, the party of the second part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection in said district,

NOW THEREFORE, in consideration of the mutual agreements herein contained, the party of the first part does engage the party of the second part to furnish fire protection to said district all in accordance with Section 184 of the Town Law of the State of New York, and the party of the second part agrees to furnish said protection in the manner following, to wit:

1. The party of the second part shall at all times during the period of this contract be subject to call for attendance upon any fire occurring in said district, and when notified by alarm or telephone call from any person of a fire within the district, the party of the second part shall respond and attend upon the fire without delay with a suitable number of members and with suitable ladder, pumping and hose apparatus and equipment of the party of the second part, and upon arriving at the scene of the fire the members of the party of the second part shall proceed diligently and in every way reasonable to extinguish the fire.

2. The party of the second part agrees to furnish to the district during the period of this contract emergency services in case of accidents, calamities or other emergencies in connection with which the services of firemen would be reasonably required. The foregoing notwithstanding, the damming, pumping out or other evacuation of storm or flood waters from any residence, business or other private structure within the district shall not be deemed to

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

require emergency service under this contract unless there exists a clear and present danger of personal injury, death, or substantial property damage which might reasonably be avoided or minimized by the providing of such services on an emergency basis. Non-emergency services of this nature shall only be provided by the party of the second part when, in the reasonable sole discretion of said party, it has sufficient and available personnel and equipment to do so and circumstances otherwise so permit.

3. The party of the second part further agrees that, subject to the terms, conditions and restrictions provided herein, the Town shall be entitled to use the premises and facilities of the Fire Company for the following purposes:

(a) The short term secure storage of voting machines and related equipment, immediately prior to and after the conduct of elections, so as to protect them from the elements, tampering and vandalism.

(b) The conduct of any elections, including but not limited to general, primary and special elections, as well as voting on any referendum or proposition.

(c) The use of the Main Firehouse Hall, grounds and facilities for the operation and conduct of activities of the Poestenkill Youth Commission Summer Camp Program, starting the week after Independence Day in July and continuing through the first full week in August.

(d) The use of the Main Firehouse Hall, grounds and facilities for any public meetings or hearings that the Town anticipates may exceed the capacity and/or accommodations of the Poestenkill Town Hall.

(e) Such other uses as may hereafter be specifically requested by the Town and consented to by the Fire Company.

The use of the Fire Company's premises and facilities for the aforescribed storage of voting machines, election purposes and the operation and conduct of the Youth Commission Summer Camp Program shall require no additional notice from the Town but only the coordination of dates. All other proposed uses, including the conduct of Town meetings, hearings and other public gatherings, shall require that notice of such proposed use be given by the Town to the Fire Company at least two weeks in advance thereof. Provided such notice is given and the facilities are available and not otherwise committed, consent by the Fire Company to any such requested use shall not be unreasonably withheld.

The party of the second part agrees to maintain the premises and facilities which are the subject of this paragraph so as to provide, to the greatest extent possible, a barrier-free environment and access for persons with disabilities, and in compliance with the Americans with Disabilities Act (ADA), the New York State Building Code and any and all other applicable laws, rules and regulations pertaining to public structures.

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

4. The party of the second part hereby further agrees that its Board of Directors or a majority thereof shall, if and to the extent specifically requested by the Town and also subject to the frequency limitation hereinafter set forth, periodically meet with the party of the first part in order to review and discuss the then current financial condition of the party of the second part. Such meeting shall be conducted four (4) times per year on a quarterly basis (March, June, September, and December) unless the parties subsequently agree that less frequent review is necessary or no specific request for any meeting is made by the Town. At each such review meeting, the party of the second part shall make available to the party of the first part a clear written statement disclosing the distribution of only those moneys received or to be received by the party of the second part from the party of the first part pursuant to this contract. It is acknowledged by the parties hereto that this provision is in addition to any statutory requirements for the auditing and/or reporting of the Fire Company's financial status and the providing of same to the Town and does not in any way relieve the Fire Company of compliance with such requirements to the full extent required by law. Without in any way limiting the foregoing, it is acknowledged that said requirements shall include the timely submission of the audit report required by State law, with a copy thereof, to be submitted to the Poestenkill Town Board

5. (a) In consideration of furnishing the aforesaid aid and service and for the use of its apparatus as aforesaid for the calendar year 2018, the party of the first part shall pay to the party of the second part the sum of \$311,075.00 (Three Hundred Eleven Thousand Dollars) as follows:

By payment of the sum of \$202,198.00 (Two Hundred Two Thousand, One Hundred Ninety Eight Dollars), on or before the 15th day of February, 2018;

And on or before the 15th day of June, 2018, the balance due under this contract for the year 2018, to wit: the sum of \$108,877.00 (One Hundred Eight Thousand, Eight Hundred Seventy Seven Dollars).

(b) In consideration of furnishing the aforesaid aid and service and for the use of its apparatus as aforesaid for the calendar year 2019, the party of the first part shall pay to the party of the second part the sum of \$320,407.00 (Three Hundred Twenty Thousand, Four Hundred Seven Dollars) as follows:

By payment of the sum of \$208,264.71 (Two Hundred Eight Thousand, Two Hundred Sixty Four Dollars) on or before the 15th day of February, 2019;

And on or before the 15th day of June, 2019, the balance due under this contract for the year 2019, to wit: the sum of \$112,142.29 (One Hundred Twelve Thousand, One Hundred Forty Two Dollars, Twenty Nine Cents).

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

The foregoing payment schedule notwithstanding, it is understood and agreed by and between the parties hereto that the party of the first part may at any time pre-pay to the party of the second part the whole or any portion of the remaining balance under this contract upon written application of the party of the second part showing the existence of unforeseen financial expenses or needs.

(c) As additional consideration for the furnishing of the aforesaid aid and service and for the use of its apparatus as aforesaid for the calendar years 2018 and 2019, the party of the first part shall within amounts and resources provided within the 2018 and 2019 Town Budgets provide for the paving of the Fire House Parking area to ensure safe (ingress and regress?) to polling places, public meetings and Youth Camp as provided in Section 3 of this agreement and to fulfill the Town's obligations under section 6 of this agreement. This section presumes that the price of asphalt will not increase by more than 10% from the fall of 2017 and that the Town will be able to borrow paving equipment from other municipal governments for this purpose under existing shared service agreements. Should problems in implementing this section arise the parties agree to meet and discuss a mutually acceptable adjustment to this provision.

6. In further consideration for the aid, services and use of equipment and apparatus of the party of the second part, the party of the first part further agrees to snow plow and sand the driveway to the firehouse, the areas near the fueling station and the areas near the dry hydrant of the party of the second part as necessary to allow for ingress and egress of essential vehicles, apparatus and equipment of the party of the second part; provided and on condition that plowing, sanding, and maintenance of public roads, highways and other areas shall take precedence over any services hereby granted to the party of the second part and that the party of the first part is only obligated to perform said services if and to the extent the aforesaid necessary plowing, sanding, and maintenance of public highways, roads, streets, and other areas so permits. Weather and manpower permitting, snowfall shall not exceed four inches in the first pass area and apron at any time and the entire area shall be done within 24 hours after snowstorm. This clause shall apply to the Main Firehouse on Rt. 355 as well as to the East Poestenkill Firehouses. Additionally, during the term of this contract the party of the first part will install and maintain two dry hydrants, provided that the party of the second part has determined the appropriate locations for said dry hydrants which locations are satisfactory to the party of the first part and provided further that the party of the second part has obtained the required legal easements from affected property owners for the installation and maintenance of said dry hydrants.

7. It is further agreed that an employee of the Town will provide cleaning services for the Main Firehouse at a rate not to exceed \$13.00 per hour for up to 30 hours per month with the gross cost of such services to the Town (i.e., wages, fringes, insurance, etc.) to be reimbursed to the Town by the Fire Company from the amount otherwise payable under this Agreement. Specifically, said reimbursement shall be affected by deducting from each year's second installment payment the actual gross costs of such services to date plus a pro-rated amount for estimated costs to be incurred to the end of that year. A reconciliation of the actual costs incurred to the end of the year shall thereafter occur and any necessary payment adjustment would be made accordingly. It is further acknowledged and agreed that the provisions, responsibilities and

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

obligations set forth in this paragraph may at any time and in the sole discretion of the Fire Company be terminated by the Fire Company for any cause or for no cause whatsoever upon ten (10) days' written notice to the Town of the Fire Company's intent to do so.

8. Insurance requirements.

(a) The fire apparatus and other vehicular equipment of the party of the second part shall be covered by adequate liability, collision, and comprehensive insurance, and the premiums therefor shall be paid by the said party of the second part.

(b) The party of the second part shall also maintain general and premises liability insurance which names the party of the first part as an additional insured. Any such policy shall be from an A.M. Best rated "secured" New York State licensed insurer; contain a 30-day notice of cancellation; and state that the coverage shall be primary coverage for the Town of Poestenkill, its Board, officials, employees and representatives.

(c) The party of the second part agrees to indemnify the Town of Poestenkill for any applicable deductibles.

(d) Required insurance shall include general premises liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, as well as any required compensation or liability insurance for any of the Fire Company's members or volunteers.

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

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

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

rights of common law indemnity.

9. In the event that the Fire Company determines to sell any real property or vehicle worth more than Ten Thousand Dollars (\$10,000.00), the Fire Company agrees to notify the Town not less than thirty (30) days before disposition of the asset.

10. All moneys to be paid under any provision of this contract shall be assessed and levied upon the taxable property in said district and collected in the same manner, at the same time, and by the same officers as town taxes are assessed, levied and collected.

11. The party of the second part is prohibited from assigning, transferring or otherwise disposing of this contract, or its right, title or interest therein, to any person, company, corporation or municipality without the written consent of the party of the first part.

12. This contract shall continue in force and effect for a period of two (2) years commencing on the 1st day of January 2018 and ending at midnight on December 31, 2019.

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

TOWN BOARD OF THE TOWN OF POESTENKILL

By: _____

POESTENKILL FIRE COMPANY, INC.

By: _____

TOWN OF POESTENKILL 2018-2019 FIRE PROTECTION SERVICES AGREEMENT

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

On this _____ day of _____, 2014, before me, the subscriber, personally appeared Dominic J. Jacangelo, to me known and known to me to be the same person who executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides in and is the duly elected supervisor of the Town of Poestenkill, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Poestenkill and that he signed his name thereto by like order.

Notary Public

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

On this _____ day of _____, 14, before me, the subscriber, personally appeared John Windover, to me known and known to me to be the same person who executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides in the Town of Poestenkill, County of Rensselaer, State of New York; that he is the President of the Poestenkill Fire Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

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 14th day of December, 2017.

RESOLUTION NO. 28 OF 2017

IN THE MATTER OF ADOPTION OF A STANDARD WORK DAY AND WORK ACTIVITIES REPORTING RESOLUTION FOR ELECTED AND APPOINTED OFFICIALS FOR NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM PURPOSES IN ACCORDANCE WITH 2 NYCRR 3154

WHEREAS, 22 NYCRR 315.4 sets forth the reporting requirements for the work activities of elected or appointed officials who are members of the New York State and Local Employees' Retirement System ("the Retirement System"); and

WHEREAS, it is the purpose and intent of this Resolution to effect compliance with the aforesaid regulation;

NOW, LET IT THEREFORE BE

RESOLVED, that the Town of Poestenkill hereby adopts the annexed Forms RS 2417-A and RS 2417-B Standard Work Day and Reporting Resolution based on the records of activities maintained and submitted by the officials designated and named therein to the Poestenkill Town Clerk as the clerk of this body; and it is further

RESOLVED, that the Town Clerk is hereby directed to post on the Town's public website a copy of said Resolution, redacted for security purposes to delete therefrom the last four digits of the social security number and the registration numbers of the listed officials, for a period of not less than thirty (30) days; and it is further

RESOLVED, that a certified copy of the unredacted Resolution and the Town Clerk's affidavit of posting thereof shall be filed by her with the Office of the State Comptroller within 45 days of the adoption of said resolution.

MOVED BY: _____

Prepared and approved as to form by:
John T. Casey, Town Attorney

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

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



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

(Rev. 8/15)

BE IT RESOLVED, that the Town of Poesstenkill / 30362 hereby establishes the following standard work days for these titles and (Name of Employer) (Location Code)

will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
Town Clerk	7	Susan Horton	4510	50008267	<input type="checkbox"/>	1/1/2016-12/31/2017	21.11	<input type="checkbox"/>
Highway Superintendent	7	Toby Chadwick	5936	39912589	<input type="checkbox"/>	1/1/2016-12/31/2017	30.30	<input type="checkbox"/>
Town Justice	7	Gregory Kronau	2380	40326266	<input type="checkbox"/>	1/1/2016-12/31/2019	2.52	<input type="checkbox"/>
Appointed Officials								
Assessor	7	Brian Jackson	3924	60569118	<input type="checkbox"/>	1/1/2015-09/30/2019	1.58	<input type="checkbox"/>
Zoning Board	7	Kevin McGrath	4334	20388872	<input checked="" type="checkbox"/>	1/1/2016-12/31/2020	.91	<input checked="" type="checkbox"/>
Planning Board	7	Thomas Russell	3041	61139291	<input type="checkbox"/>	1/1/2016-12/31/2021	.75	<input type="checkbox"/>

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE.

I, Susan Horton (Name of secretary or clerk) Susan Horton (Circle one) secretary/clerk of the governing board of the Town of Poesstenkill (Name of Employer) of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 14 day of DECEMBER, 2017 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Poesstenkill (Name of Employer) of 20 Susan Horton (Signature of the secretary or clerk) on this day

Affidavit of Posting: I, Susan Horton (Name of secretary or clerk) being duly sworn, deposes and says that the posting of the Resolution began on (Date) and continued for at least 30 days. That the Resolution was available to the public on the

- Employer's website at www.poesstenkill.com
- Official sign board at The Town of Poesstenkill
- Main entrance secretary or clerk's office at 39 DAVIS DRIVE Poesstenkill NY 12140

(seal)



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

**Standard Work Day and Reporting Resolution
 for Elected and Appointed Officials Continuation Form**

RS 2417-B

(Rev. 8/15)

Title	Standard Work Day (Hrs/day) Min. 6 hrs. Max. 8 hrs	Name (First & Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
Town Board	7	Eric Wohlbeber	9273	41819541	<input type="checkbox"/>	1/1/2016-12/31/2019	1.29	<input checked="" type="checkbox"/>
Appointed Officials								
Town Attorney	7	Patrick Tomaselli	7420	34091181	<input type="checkbox"/>	1/1/2017-12/31/2017	12.48	<input type="checkbox"/>
Planning Board	7	Donald Heckelman	2959	61534210	<input type="checkbox"/>	1/1/2016-12/31/2017	.38	<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
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					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

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 14th day of December, 2017.

29

RESOLUTION NO. ~~28~~ OF 2017

**IN THE MATTER OF THE TOWN OF POESTENKILL'S
OPTING OUT FROM THE NEW YORK STATE PAID
FAMILY LEAVE (PFL) COVERAGE ACT**

WHEREAS, under Article 9 of the Workers Compensation Law, municipal corporations are not required to provide benefits under the New York State Paid Family Leave Benefits Program; and

WHEREAS, the Town of Poestenkill, a municipal corporation, must opt in or opt out of the program before the end of calendar year 2017; and

WHEREAS, after due consideration based upon information available, the Town Board has determined that it is not in the best interest for the Town or its employees to participate in such program;

NOW, LET IT THEREFORE BE

RESOLVED, that the Town of Poestenkill hereby opts out, and chooses NOT to participate in the New York State Paid Family Leave Benefits Program; and further

RESOLVED, that the Town Clerk notify in writing the Workers Compensation Board and the town's insurance carrier of the passage of this resolution.

MOVED BY: _____

Prepared and approved as to form by:
John T. Casey, Town Attorney

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

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

TOWN CLERK'S MONTHLY REPORT
Town of Poestenkill, New York
November 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:	\$ 54.41
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	\$ 89.41
Peddler's Permit	\$
A1289 Registrar	\$ 40.00
A2655 Minor Sales - Copies (certified copy) -	\$
A2530 Games of Chance (Bell Jar)	\$
A2544 Local Fee for dogs	\$ 225.00
A2115 Planning Board Fees/ZBA fees	\$ 314.48
A2555 Building Permits	\$ 855.00
A2501 Junkyard License	
A2268 Impoundment fees from Creekside Kennel	\$
A2720 Water Meter Fee \$ 1001 Water Benefit Charge -	
A2240 Misc. Water Charges - \$	\$
A2710 Water Permit Fee \$ 40.00	
1001 Water billing \$2,179.38	\$ 2,219.38
Total Water Charges	\$
REVENUE TO SUPERVISOR	\$3,743.27
Amount paid to State Comptroller for Games Chance License	\$
Amount paid to DEC for Conservation Licenses	\$ 919.59
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program	\$ 73.00
Amount paid to State Health Dept. for Marriage Licenses	\$ 45.00
TOTAL DISBURSED	\$1,037.59
December 6, 2017 Dominic Jacangelo, Supervisor	
TOTAL AMOUNT RECEIVED BY CLERK	\$4,780.86
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 November only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of December 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 NOVEMBER 2017

The exemption renewal forms as mentioned in last month's report are now all ready to be mailed the end of December. These are all due by March 1st of next year. Many of these exemptions are based on income and that is why they are renewed each year to review status of the owners and their incomes.

Folders for all new construction are ready to be reviewed and valued for the 2018 tentative roll. Any new house construction that is also within the water district needs review of the correct benefit units which will be added when that new house is complete.

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. Box 210

Poestenkill, NY 12140

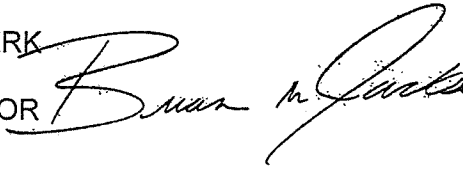
518.283.5100 (Phone)

518.283.7550 (Fax)

OFFICE OF THE
ASSESSOR

MEMORANDUM

TO: DOMINIC JACANGELO/SUPERVISOR
TOWN BOARD MEMBERS
SUSAN HORTON, TOWN CLERK

FROM: BRIAN M. JACKSON/ASSESSOR 

RE: LOCAL LAW #1, YEAR 2009
COLD WAR VETERANS LIMITED TOWN TAX EXEMPTION LAW
OF THE TOWN OF POESTENKILL

DATE: DECEMBER 14, 2017

It has come to the attention of this office that New York State has passed a law that eliminates the 10-year limit for Cold War Veterans as was the initial item on the exemption when it was first proposed.

Our County Bureau of Tax Services has notified us that the county will be changing their existing law to reflect that change as well. They have submitted a sample local law for us to review.

If a taxing jurisdiction such as the Town of Poestenkill does not pass a new local law, the offer for this exemption will expire and the veterans will lose their exemption. The new local laws will need to be addressed and if so, approved and enacted on or before taxable status date which is March 1st, 2018. If this is not done, next year the veterans will start losing their exemptions.

I have enclosed a sample copy of the new amendment along with a copy of the original Town of Poestenkill Local Law No. 1 of the year 2009 for your reference. Please let me know if you need anything further.

enclosures

Adopted 1/15/09

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE
162 WASHINGTON AVENUE, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County
City of POESTENKILL
Town
Village

Local Law No i of the year 2009

A local law COLD WAR VETERANS LIMITED TOWN TAX EXEMPTION LAW OF
THE TOWN OF POESTENKILL
(Insert Title)

Be it enacted by the Town Board of the
(Name of Legislative Body)
County
City
Town of POESTENKILL
Village as follows:

Section 1. Title.

This chapter shall be cited and may be hereafter referred to as the "Cold War Veterans Limited Town Tax Exemption Law of the Town of Poestenkill."

Section 2. Legislative authority, intent and purpose.

It is the intent and purpose of this local law to (a) authorize a limited exemption from town real property taxes for residential real property owned by veterans who rendered military service to the United States during the "Cold War" and their surviving spouses pursuant to Section 458-b of the Real Property Tax Law; and (b) to establish maximum exemption amounts thereunder.

Section 3. Definitions.

As used in this local law:

(a) "Cold War veteran" means a person, male or female, who served on active duty in the United States armed forces, during the time period from September second, nineteen hundred forty-five to December twenty-sixth, nineteen hundred ninety-one, and was discharged or released therefrom under honorable conditions.

(b) "Armed forces" means the United States army, navy, marine corps, air force, and coast guard.

(c) "Active duty" means full-time duty in the United States armed forces, other than active duty for training.

(d) "Service connected" means, with respect to disability or death, that such disability was incurred or aggravated, or that the death resulted from a disability incurred or aggravated, in line of duty on active military, naval or air service.

(e) "Qualified owner" means a Cold War veteran, the spouse of a Cold War veteran, or the unremarried surviving spouse of a deceased Cold War veteran. Where property is owned by more than one qualified owner, the exemption to which each is entitled may be combined. Where a veteran is also the unremarried surviving spouse of a veteran, such person may also receive any exemption to which the deceased spouse was entitled.

(f) "Qualified residential real property" means property owned by a qualified owner which is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and only the remaining portion used exclusively for residential purposes shall be subject to the exemption provided by this section. Such property shall be the primary residence of the Cold War veteran or the unremarried surviving spouse of a Cold War veteran, unless the Cold War veteran or unremarried surviving spouse is absent from the property due to medical reasons or institutionalization.

(g) "Latest state equalization rate" means the latest final equalization rate established by the state board pursuant to article twelve of the Real Property Tax Law.

(h) "Latest class ratio" means the latest final class ratio established by the state board pursuant to title one of article twelve of the Real Property Tax Law for use in a special assessing unit as defined in section eighteen hundred one of the Real Property Tax Law.

Section 4. Exemption.

(a) A qualifying residential real property shall be exempt from taxation to the extent of ten percent of the assessed value of such property; provided however, that such exemption shall not exceed eight thousand dollars or the product of eight thousand dollars multiplied by the latest state equalization rate of the assessing unit.

(b) In addition to the exemption provided by paragraph (a) of this Section 4, where the Cold War veteran received a compensation rating from the United States veterans affairs or from the United States department of defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty percent of the Cold War veteran disability rating; provided, however, that such exemption shall not exceed forty thousand dollars, or the product of forty thousand dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

(c) Limitations.

(i) The exemption from taxation provided by this local law shall be applicable to town taxation only and shall not be applicable to taxes levied for school purposes.

- (ii) If a Cold War veteran receives an exemption under section four hundred fifty-eight or four hundred fifty-eight-a of the Real Property Tax Law, the Cold War veteran shall not be eligible to receive the exemption under this section.
- (iii) The exemption provided by paragraph (a) of this section shall be granted for a period of ten years. The commencement of such ten year period shall be governed pursuant to this section. Where a qualified owner owns qualifying residential real property on the effective date of this local law, such ten year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring on or after the effective date of this local law. Where a qualified owner does not own qualifying residential real property on the effective date of this local law, such ten year period shall be measured from the assessment roll prepared pursuant to the first taxable status date occurring at least sixty days after the date of purchase of qualifying residential real property; provided, however, that should the veteran apply for and be granted an exemption on the assessment roll prepared pursuant to a taxable status date occurring within sixty days after the date of purchase of residential real property, such ten year period shall be measured from the first assessment roll in which the exemption occurs. If, before the expiration of such ten year period, such exempt property is sold and replaced with other residential real property, such exemption may be granted pursuant to this local law for the unexpired portion of the ten year exemption period.

Section 5. Application Process.

Application for exemption shall be made by the owner, or all of the owners, of the property on a form prescribed by the state board. The owner or owners shall file the completed form in the assessor's office on or before the first appropriate taxable status date. The exemption shall continue in full force and effect for all appropriate subsequent tax years and the owner or owners of the property shall not be required to re-file each year. Applicants shall be required to re-file on or before the appropriate taxable status date if the percentage of disability percentage increases or decreases or may re-file if other changes have occurred which affect qualification for an increase or decrease in the amount of exemption. Any applicant convicted of willfully making any false statement in the application for such exemption shall be subject to the penalties prescribed in the penal law.

Section 6. Severability.

If any section or provision of this local law should hereafter be determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such determination shall not affect the validity of this local law as a whole or of any part of this local law other than the section or provision so declared to be unconstitutional or invalid.

Section 7. Effective date and applicability.

Following filing with the department of state of the State of New York, this local law shall take effect on March 1, 2009 for the 2010 tax rolls.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2009 of the ~~(County)~~(City)(Town)(Village) of Poestenkill was duly passed by the Town Board on January 15 2009, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)(repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

Urim Kelly Town Clerk
Clerk of the County legislative body, City, Town or Village Clerk
or officer designated by local legislative body

Date: January 15, 2009

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF Rensselaer

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

T. J. Tomacelli
Signature

Town Attorney

Title

~~County~~
 ~~City~~ of Poestenkill
~~Town~~
~~Village~~

Date: January 15, 2009

Sample

1 9
A LOCAL LAW TO AMEND LOCAL LAW #2 OF 2008
FOR AN EXEMPTION FROM REAL PROPERTY TAXES
FOR REAL PROPERTY OWNED BY VETERANS WHO RENDERED MILITARY
SERVICE
TO THE UNITED STATES DURING THE "COLD WAR"

BE IT ENACTED by the Rensselaer County Legislature, as follows:

WHEREAS, Section 458-b of the Real Property Tax Law authorizes a limited exemption from real property taxes for residential real property owned by veterans who rendered military service to the United States during the "Cold War"; and

WHEREAS, Section 458-b of the Real Property Tax Law authorizes municipalities to establish maximum exemption amounts; and

WHEREAS, The Rensselaer County Legislature adopted into Law on April 28, 2008 the said Exemption under RPTL 458-b as Local Law #2 of 2008 and was approved by the County Executive on April 29, 2008; and

WHEREAS, the State Legislature has amended 458-b and the Governor signed into law on September 12, 2017 to extend and remove the 10 year sunset clause at the local option of the taxing jurisdiction; now, therefore, be it

RESOLVED, Pursuant to subsection 2(a)(iii) of §458-b of the NYS Real Property Tax Law, the exemption authorized shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to such ten year limitation.

This local law shall take effect immediately upon its filing with the Secretary of State.

Sample Done already in Ontario Co.

LOCAL LAW NO. 8 of the year 2017.

A local law amending Local Law 5 of 2009, entitled "A local law to Adopt Certain Benefits Under §458-b of the Real Property Tax Law Authorizing an Alternative Tax Exemption for Cold War Veterans", entitled 'An Amended Local Law to provide certain benefits under RPTL 485-b of the Real Property Tax Law Authorizing an Alternative Tax Exemption for Cold War Veterans.'"

Be it enacted by the Board of Supervisors of Ontario County as follows:

SECTION 1:

That Section 1 of Local Law No 5 of 2009 is amended by adding a subparagraph as follows:

- a. Pursuant to subsection 2(a)(iii) of §458-b of the NYS Real Property Tax Law, the exemption authorized shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to such ten year limitation.

SECTION 2:

This Local Law shall take effect immediately upon its filing with the Secretary of State and shall be applicable to all assessment rolls prepared pursuant to the first taxable status date occurring on or after the effective date of this local law.

Monthly Water Report

Had four water permits issued out and one new water service inspection (We now have 400 individual homes on the water systems plus all the town building.

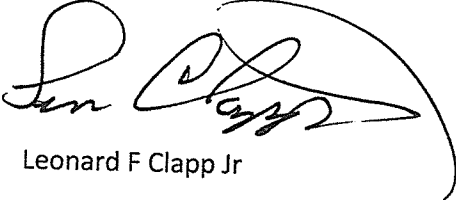
Had a major failure of the system on the 27th! On Sunday morning, the chlorine level and the fluid level was normal and on Monday morning the Rensselaer County Health Dept. came for the inspection. And found no chlorine in the system, Our chlorine was pumping into the system! Went to the tank and found the tank receding downward. Went back to the pump house and found out one of the VSP controller was not working correctly. I called Tiger Flow Company (they made our pumphouse and talked to them and we troubleshoot the system. It was the VSP controller. **New one on order**

Call for another mark out for McKinley Way and it came back as a communication (Cable TV) line. Talked to Tom Fields and finally spectrum said it is dead. (they have not removed the cable from the pole or out of the ground within the Town Right of Way.

811 Monthly Report

Still marking out sites (over 7 mark outs)

Submitted By:



Leonard F Clapp Jr



TOWN OF POESTENKILL

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

Office of the
Water Superintendent

MEMORANDUM

TO: TOWN OF POESTENKILL WATER DISTRICT RESIDENTS

FROM: LEONARD CLAPP, JR./ WATER SUPERINTENDENT

RE: REACHING RESIDENTS WHEN THERE IS A WATER DISTRICT EMERGENCY

DATE: DECEMBER 2017

As you might be aware there was a recent water emergency with the Town water and we attempted to notify those of you in the district as best as possible. However, we now know that we need to improve how we communicate to you in the future. We are sorry for the delay and some confusion in the directive that you might have received in informing you of this water emergency. Basically, there is just myself that works on the water system, and to reach all 425 of you that are hooked up to the system was impossible to hand deliver a written notice timely. That is why Rensselaer County informed you via the news outlets.

With that in mind, we are trying to correct this issue so that in the future, we can reach you in a timelier manner. With cell phone communication and email addresses that most people have now, we hope to alleviate any problem of not being able to notify you of any water situation. We will continue to post any information on our Town website as well as, if needed, to let the news outlets know, but we also want to reach each of you individually. Therefore, we are asking you to supply us with your name, address, email address and or text messaging phone number as soon as possible. You can reply on this memorandum and return it to the Town Hall when you pay your current water bill.

We are trying to reach all of you in the best way possible. Thank you for your cooperation. If you have any questions, please call the Water Department at 518-283-5100 Ext 102.

Please fill out the following information and return this portion when you pay your water bill.

Name: _____

Address: _____

Email Address: _____

Text Message Phone #: _____



TOWN OF POESTENKILL

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

December 7, 2017

To: Dominic Jacangelo

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

Re: November 2017 work activities

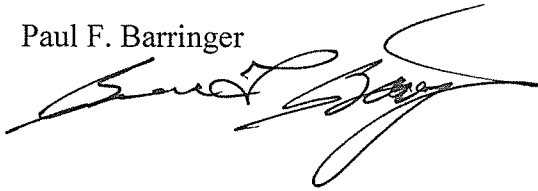
My work hours for the month totaled 45 1/4 hours. Fees collected through this office totaled \$875.

Activities included:

- Fielded a number of complaints concerning non-conforming property issues with various degrees of resolution.
- 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. Update. The fill may be in violation of DEC regulations and further research is necessary. The results are definitely in violation of Town Code and the resident will be notified. Still pending.
- Reviewing existing files on ongoing building permits with the long term intent of closing out files. Conducting field inspections as necessary. Certificates of Compliance and Certificates of Occupancy have been issued where applicable.
- Presently there are 5 open building permits for new house construction in various stages of completion. (One new permit issued for the Lochvue subdivision.) In addition, there are 3 open building permits for an addition and 2 pole barns. The new house under construction on Snake Hill Rd. has received a Temporary Certificate of Occupancy with an anticipated completion date before January 1, 2018. Two houses in the Quail Meadow subdivision were completed and Certificates of Occupancy were issued. 4 existing building permits in addition to the above originally issued for new house construction and/or significant modifications have been extended. One new house construction building permit originally issued a number of years ago was closed without a Certificate of Occupancy issued due to the non-response by the owner. Onsite inspections have taken place for compliance to the building code. The remaining permits are for long standing projects in various stages of completion.

- Six building permits were issued for new decks, repairs and alterations, and an electrical generator. Three existing building permits were extended at the request of the permittee.
- One letter for a building that was constructed without appropriate permits was delivered by Rensselaer County Sherriff's Dept. to the homeowner in attempt to bring the homeowner in compliance with New York State and Town of Poestenkill Code Regulations and laws. Still open. Court date is being pursued to bring the owner in compliance. Owner has attempted to contact this office without any resolution at the time of this report.
- Conducted field inspections for compliance to SWPPP and MS4 requirements at Lochvue. Reviewed weekly reports from Ingalls Engineering for same. The engineering firm has been notified that the identified deficiencies and the maintenance work for SWPPP compliance needs to be addressed by the developer. A meeting was held with Ingalls Engineering, Tom Fields, Supervisor Jacangelo, and EWI to address issues with the purpose of resolving ongoing SWPPP/MS4 issues. Report to follow next month.
- Fielded a number of phone calls inquiring about building code compliance for future projects from town residents.

Paul F. Barringer

A handwritten signature in black ink, appearing to read "Paul F. Barringer", written in a cursive style.

Poestenkill Dog Control

November 2017

3rd Dog identified as a stray by kennel dropped off at kennel by person

4th Lots of info about dog complaint offered by owner of dogs

15th Police have stray pig on roadway need help

15th Owner of pig located

15th Two stray dogs found. Took to kennel. Owner called later to find

30th Stray dog found. Took to kennel



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: December 5, 2017

RE: Highway Activities
November 10,2017- December 05, 2017

1. Crew been out chipping brush and bags
2. Crew been out Patching holes in the dirt roads
3. Crew been out flushing culverts out and cleaning the ends out
4. Crew been working to get ready for winter

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 14th day of December 2017.

RESOLUTION NO. _____ OF 2017

IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect certain Water Budget fund transfers to properly fund certain Town expenses;

NOW, LET IT THEREFORE BE

RESOLVED, that it is hereby authorized and directed as follows:

That the sum of \$4072.54 be transferred from Water Budget fund line item 8340.4 (Unmetered Water Flushing) to Water Budget fund line item 8320.43 (Purchase of Water); and

That the sum of \$7000.00 be transferred from Water Budget fund line item 8310.11 (Water Assistant Manager) to Water Budget fund line item 8320.43 (Purchase of Water);

MOVED BY: _____

Prepared and approved as to form by:
Michelle Asquith

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman David Hass: _____

Councilman Harold Van Slyke: _____

Councilman Eric Wohlleber: _____

Supervisor Dominic Jacangelo: _____