

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
OCTOBER 18, 2018
(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

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

Supervisor Jacangelo opened the meeting with the Pledge of Allegiance and opened the Public Hearing at 7 p.m. on the Preliminary 2019 proposed Budget. The Affidavit of Publication was available for review. Supervisor Jacangelo reported that the proposed budget shows a .27% increase in the overall tax levy and the only increase is in the Fire Protection District. The increase reflects \$1.64 to a \$175,000 home. Supervisor Jacangelo asked if anyone would like to address the proposed Budget. Councilman Van Slyke stated that he would like to propose a 1% increase for Ambulance Service and that it be set aside. Councilman Hass wanted to see no increase, however Supervisor Jacangelo explained that there are State mandates that govern our Fire Protection District. Councilman Wohlleber agrees with Councilman Van Slyke for the need of an ambulance service. When everyone was given the opportunity to speak on the proposed budget, the Public Hearing was closed at 7:20 p.m.

Supervisor Jacangelo opened the floor for comments. L. Fisher, Town resident spoke on the need of an ambulance service and Supervisor Jacangelo stated he is working on an alternative plan. L. Basle, Town resident and active Fire Company member stated that even if the Town had a dedicated ambulance service, the scenario of wait time is still possible because they could be on another call. Councilman Van Slyke feels the statistics of the wait time is awful. L. Basle and Supervisor Jacangelo had a lengthy discussion about the new Fire Fighter's Insurance that takes effect January 2019. Both parties had different views. R. Wager, Town resident wanted to know when the Town takes ownership of the Falls site, what happens down the road if the Town decides they no longer want the site. J. Casey, Town Attorney stated there is a "reverter clause" in the proposed contract that states that it would either go to the Plateau Alliance or a similar Organization.

Motion by Wohlleber, seconded by Butler and an oral vote of 4 ayes to accept the Town Clerk's minutes of the September 20, 2018 meeting as written. Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's minutes of the Special Meeting of October 4, 2018.

Liaison Reports:

Planning Board –Town Board members had copies of the Planning Board's meeting of September 4, 2018 and October 2, 2018 and T. Russell, Chairman of the PB elaborated.

Zoning Board – The Town Board members had copies of the ZBA meeting of September 11, 2018 and October 6, 2018 and P. Jamison elaborated.

Fire Company – Town Board members had copies of the Fire Co. September 2018 report.

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

Youth Advisory Board-T. Buker updated the Board on the activities that were happening with the Youth Board and the upcoming Halloween Parade.

CAC- No Meeting

Correspondence:

Charter Communications-Memo dated October 1st reviewing the upcoming changes with Charter locally known as Spectrum.

Community Safety Awareness Program-The Library is hosting an Active Shooter Training from 6-8 at the Firehouse put on by the Rensselaer County Sheriff's Dept.

Supervisor Jacangelo stated that a brief Executive Session was needed. Motion by Supervisor Jacangelo, seconded by Butler and carried to enter into Executive Session at 7:40 p.m. to discuss the proposed 2019 Highway Contract. With no votes taken, a motion was made by Supervisor Jacangelo and seconded by Hass and carried to exit Executive Session at 7:50 p.m. The regular meeting agenda continued.

Discussion Items:

Preliminary Budget 2019 - Supervisor Jacangelo reported that the Proposed Highway Agreement was never agreed upon until October 16th, so he apologized for not having the correct figure for the Highway Superintendent's salary. As previously done for many years, the Highway Superintendent's increase is based on what the Highway Employees raise is to be. So, in addition to the 2% increase an additional .25 % will be reflected in his 2019 salary.

Action Items:

Approval of 2019 Preliminary Budget – Motion by Hass, seconded by Butler to accept the 2019 Preliminary Budget as amended and discussed this evening as the final adopted budget for 2019.

VOTED UPON AS FOLLOWS:

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

Consideration of Acceptance of Quail Meadow Road-It was stated that all the necessary paperwork had not yet been submitted and the Highway Superintendent doesn't feel that the road is ready for Town dedication. Supervisor Jacangelo stated that the Highway Superintendent must be satisfied prior to dedication. A tentative meeting with Mr. Kronau, Highway Superintendent, Planning Board Chairman T. Russell, Supervisor Jacangelo and T. Field has been set for October 26th at 9 a.m. at Town Hall to further discuss the issues.

Reports:

Supervisor's Report- Supervisor Jacangelo reported that he and Councilwoman Butler met with the Highway Employees over their new contract. New uniforms are now being provided to the Highway Employees. Supervisor Jacangelo thanked the Highway Superintendent for locating an essential resolution pertaining to major subdivisions with respect to their roads and will have this turned into a Local Law. He has spoken with the Supervisor from Sand Lake regarding shared services for Ambulances. And he is still trying to pursue an approval of the franchise agreement. He also met with Councilman Van Slyke on the repairs for the Library porch.

Town Attorney's Report – Mr. Casey reported on the matters that he worked on since the last Town Board meeting which included worked on the resolutions for this meeting and investigated some issues pertaining to the Highway Department.

Town Clerk's Report – Motion by Wohlleber, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's report of September 2018. The total amount received in the Clerk's office was \$5,825.36 and of that amount \$3,116.77 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. There were also reports from the Assessor, DCO, 811 report, Water report and the Highway Dept. report. There was also a final Creekside Kennel report for 2018. A motion was made by Councilman Van Slyke, seconded by Councilman Hass, and carried to have Mike Wager from the Town of Sand Lake to cover in absence of our Building Inspector.

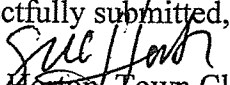
Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #19-2018 in the amount of \$58,065.93. Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #20 -2018 in the amount of \$725.59.


Supervisor Jacangelo stated that there are vacancies on the Ethics Board and the Board of Assessment Review.

Motion by Supervisor Jacangelo, seconded by Hass and carried to enter Executive Session at 8:30 p.m. to discuss a personnel issue with no votes being taken. Motion by Van Slyke, seconded by Wohlleber and carried to exit Executive Session at 8:45 p.m. and immediately adjourn this meeting.

Respectfully submitted,


Susan Horton, Town Clerk

Amending Minutes of October 18, 2018 –

 In the October 18, 2018 minutes I made an error on page 2 in the vote to approve the 2019 Preliminary Budget. The vote should have been NO for Councilman Van Slyke.

Susan Horton, Town Clerk

Digital Towpath E-News

NEWSLETTER PUBLISHED BY THE DIGITAL TOWPATH COOPERATIVE BOARD

Digital Towpath

DIGITAL TOWPATH COOPERATIVE BOARD

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trusteefuess@villageofwaterville.org

DEPUTY CHAIR:

Mitchell Levinn
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315 520-4502

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315 374-1372

SUMMARY OF ACTIONS FROM DIGITAL TOWPATH'S 2018 ANNUAL MEETING

Representatives from the Digital Towpath Cooperative's member organizations met on September 21, 2018, to hear an update on the activities and changes in membership since the last annual meeting; examine the financial position of the Cooperative; elect board members; adopt a budget; and set fees for 2019.

Laurie Fuess, Trustee for the Village of Waterville, was elected Chair to complete the term of Paul Lent who passed away in June. Tom Gunn, Clerk for the Town of Grieg, was reelected Director and Chair of the Governance Committee. Mike McCrary, Councilman for the Town of Jewett, was elected to a third term as Director and Chair of the Marketing Committee. Suzanne Reavy, Clerk for the Town of Ulster, was elected Director. These members of the board, new and returning, took office as of the meeting.

A budget for 2019 was adopted after a discussion about fees. Digital Towpath has a suite of services now. When it was established, the system included the website content management system (CMS) only. Later the email system was added. Membership has always, since

then, included unlimited use of both of these systems. When the Cooperative was awarded grants to build the electronic records management system (**ERMS**) and the email archiving system (**EAS**), these services were considered optional and fees for them have been set on that basis.

The ERMS has matured to a stable and robust service that meets the digital records management needs of small municipalities with a facility that is compliant with all NY State Archives requirements. All members should be utilizing this facility to ensure appropriate retention, security, and availability of electronic records. The membership adopted a new fee structure that makes access to this vital service available to all members. **The 2019 fee for basic membership, including the CMS, email service, and the ERMS is \$850.** This is a \$20 decrease for those that already utilize the ERMS and it reduces the additional cost for those that did not previously have ERMS access by \$20, to only \$70 additional. The EAS will continue to be an additional \$170 option. The annual fee for

(Continued on page 2)

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our new **Code Enforcement Actions Tracking System**, which will be available by the end of 2018, was set at \$600. Contact the admin team (support@digitaltowpath.org) if you are interested in this exciting new module or if you would like a demonstration.

As with all our shared services, there are no limits on usage. While all members benefit from the low cost of our shared services compared to commercial alternatives, utilizing all available services to their fullest is the best way for members to meet their digital communications and records needs most cost-effectively. We are available to help municipalities maximize usage of our services to realize the full benefit of membership. Contact us if you need assistance.

WHY DOES CONTROL OF PHYSICAL ACCESS PLAY AN IMPORTANT ROLE IN INFORMATION SECURITY?

Strong controls must be in place to prevent electronic access to your computer to safeguard your login credentials. But, these safeguards are not effective if the computer is physically accessible. The best controls put in place on a device that isn't physically secured are useless.

For example, your email account user name and password protect your messages and other email-related content from unauthorized access. But, if you have saved your credentials on a

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WHY WOULD A DIGITAL TOWPATH MEMBER USE THE COOPERATIVE'S EMAIL SERVICE INSTEAD OF ANY OTHER?

Here are some reasons:

- There are no limits on number of accounts or size of mailboxes.
- The system is secured through Digital Towpath's highly secure environment.
- Use of the system is supported by Digital Towpath administrative staff.
- Support is not limited.
- Using official email is good records management policy and protects officials from losing the privacy of their personal or business email, if either is used for official business.
- The domain of your website and email match, assuring those who receive or send email that they are sending messages to an official government account.
- Cost included in membership.

Other reasons for using the email system:

- The Zimbra email interface includes not only contacts, but also calendars and tasks lists.
- All of these items can be shared within your domain which means you can set up a calendar specific to some group or matter and everyone involved can see and, in some cases update, the shared calendar.
- Email messages can be automatically sorted based on filters set up in each account.
- By using the webmail interface on all your devices, all mail folders and other items will be synchronized on all devices.
- The webmail interface defaults to a simpler format when

opened on a smaller device like a phone or tablet.

- The webmail interface also includes a section called Briefcase that allows you to store and share documents with others.
- The Briefcase automates versioning to help group users track changes by group members.
- Email archiving is available only to Digital Towpath email system users.

See page 3 for an illustration of the path every email in and out of the Digital Towpath email system takes to maximize security.

THIS ISSUE'S IMPORTANT TIP

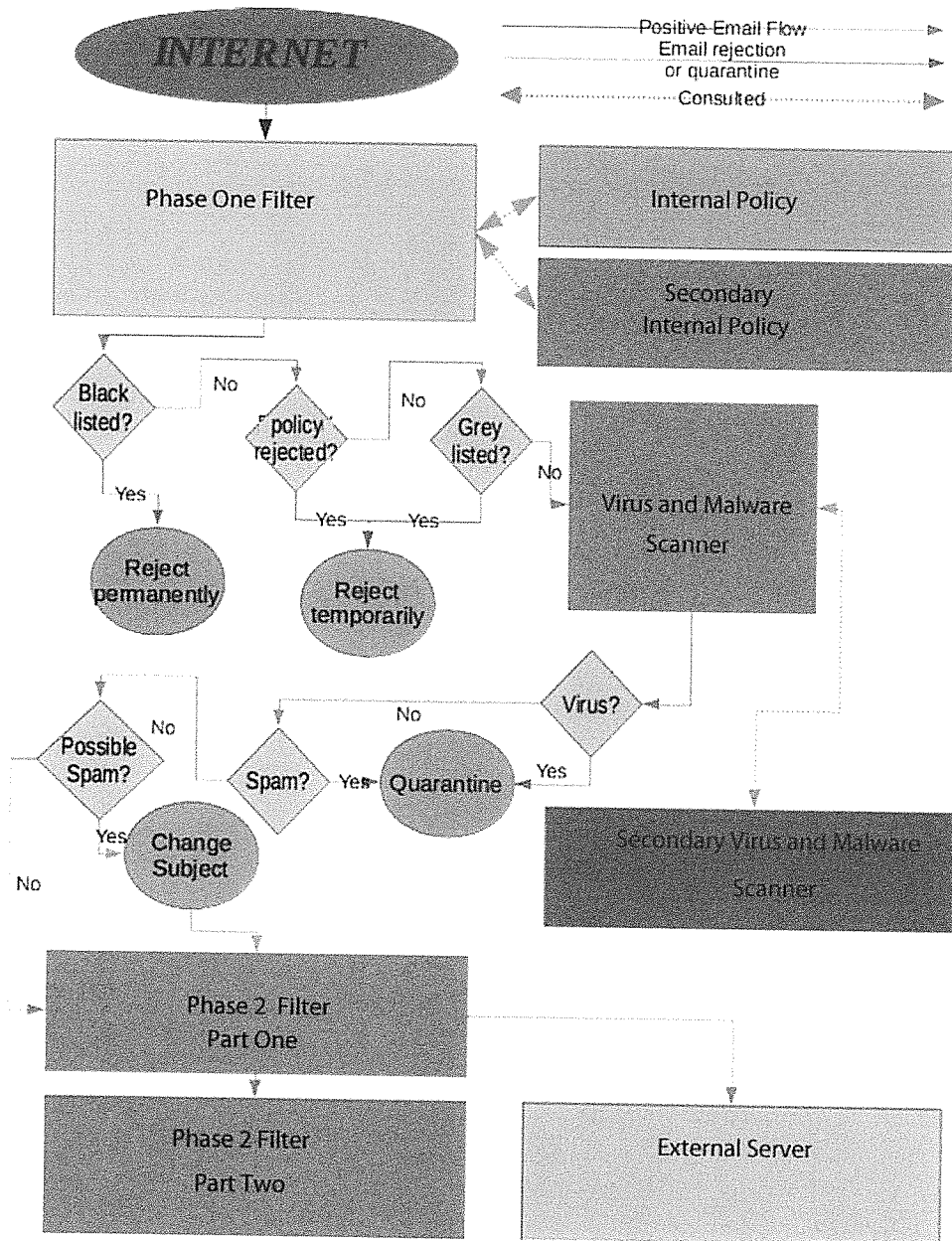
CMS TIP: For images you want to upload to your website, keep it simple. Long file names, especially those with symbols in them, will cause your images to fail. Short file names will make uploading uneventful.

The ADA requires that images have text equivalents so that the visually impaired using screen readers can get the gist of the image even though they can't see it. In Digital Towpath's website system that means putting a description in the Caption field if you use the Images section of a Viewing page to post your image or by using the Title field in an inline image.

WATCH FOR MORE TIPS IN FUTURE ISSUES

CONTACT INFORMATION:

digitaltowpath.info - for current system status
support@digitaltowpath.org - for technical or administrative help



The path of an email message through the Digital Towpath system

(Continued from page 2)

device anyone can access, you have no email security at all. Same is true for any other service or program you log into from your device. If you've saved the login credentials to make logins simpler for you but haven't taken steps to assure that only you can get to the login screen to use the stored credentials, your account is not secure.

Firewalls, secure login authentication, long complicated passwords, even two-step authentication – none of these have any effect on the security of the information at the end of the login process if there are no controls over who can use them. A computer in a room open to others must be secured at some level by authentication that is not automated.

Does that mean you should never store login credentials on your computer or in a browser? Not necessarily. If you have strong, reliable controls over access to the computer, you can store credentials on it with lower, possibly acceptable risk. That means if you have the computer itself password protected and log off or power off when you aren't with it, you're safer. Or, to be even safer, keep your computer in a secure area with control over traffic into and out of it and make sure the door is locked whenever you leave.



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, NY 12140
(518) 283-5100 Phone
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PLANNING BOARD AGENDA November 7, 2018

7:30 Meeting Opens – Pledge of Allegiance

Public Hearings:

<u>Rocco Testo</u> 136.0-9-1.4	<u>3 Lot Minor Subdivision</u> Algonquin Beach Road
<u>Sprint (Ray Perry as agent)</u> 137.-1-30.2	<u>Special Use Permit</u> 116 High Meadow Road

Applicants:

<u>Martin Gibbins</u> 136.-8-14	<u>Special Use Permit – Horses</u> 8887 NY 66
<u>Ronald Levesque</u> 124.8-3-4	<u>Lot Line Adjustment</u> 1 Saddle Hill Road
<u>Ronald Levesque</u> 124.-10-2	<u>Special Use Permit</u> 1539 Spring Avenue Ext.
<u>Kevin Fahrenkopf</u> 126.00-1-3	<u>2 Lot Minor Subdivision</u> 86 Hinkle Road

Minutes of the October 2, 2018 Meeting

Public Comments

Old Business:

Organization:

Other:

Don Heckelman to attend November Meetings
Bill Daniel to attend December Meetings
Judy Grattan to attend January Meetings



Planning Board

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MEMORANDUM

To: Poestenkill Town Board

From: Planning Board

Re: 2019

Date: November 13, 2018

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

1. Reappoint Jeff Briggs as a Member of the Planning Board with a term of January 1, 2019 to December 31, 2025:
2. Appoint Steve Valente as Alternate of the Planning Board with a term of January 1, 2019 to December 31, 2019.

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



Planning Board

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PLANNING BOARD November 7, 2018 Minutes

Attendees:

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

Non-Voting:

Robert Ryan, Esq.
Lynn Kane, Clerk

Absent:

Steve Valente, Alternate

Chairman Russell called the meeting to order at 7:30 pm with the Pledge of Allegiance and introduces the Members of the Board.

Public Hearing:

Rocco Testo
136.0-9-1.4

2 Lot Minor Subdivision
Algonquin Beach Road

Chairman Russell advises the Board that the wetlands found on the Testo parcel has been delineated and both site plat plan and the SEQRA have been revised to show said wetlands. Chairman Russell asked for comments in favor or in opposition of the application. There being no comments, the public comment period is closed. Motion was made by Member Dore to classify this project as a 2 Lot Minor Subdivision. Motion is seconded by Member Heckelman and it was approved by a vote of seven (7) ayes, zero (0) nays, and zero (0) abstentions.

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 Briggs that the proposed action will have no significant environmental impact and therefore a negative declaration should be issued. Member Teal seconded the motion and it was approved by a vote of seven (7) 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 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 closes the public hearing with “There being no further comments, the public hearing is closed.” Member Daniel makes “motion to approve the proposed 2 lot minor subdivision for the property at Algonquin Beach Road, Poestenkill, NY be approved, motion seconded by Member Dore and it was approved by a vote of seven (7) ayes, zero (0) nays, and zero (0) abstentions.

Resolution: 2 lot Minor Subdivision Approved

Sprint (Ray Perry as agent)
137.-1-30.2

Special Use Permit
116 High Meadow Road

Ray Perry, agent for Sprint, explains swap out of existing antennas and the placement of 2 additional antennas and associated equipment. There is no change to the physical layout of the tower on the property. Board Members confirm with Clerk Kane that American Tower is scheduled to provide an Engineer stamped structural service report annually, or more often if necessary. Chairman Russell asked for comments in favor or in opposition of the application. There being no comments, the public comment period is closed.

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 Heckelman that the proposed action will have no significant environmental impact and therefore a negative declaration should be issued. Member Teal seconded the motion and it was approved by a vote of seven (7) 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.

Special Use Permit 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 closes the public hearing with “There being no further comments, the public hearing is closed.” Chairman Russell made a “motion to approve the Special Use Permit for 2 additional telecommunication antennas and associated equipment for placement on the Tower at 116 High Meadow Road, Poestenkill, New York, motion seconded by Member Grattan and it was approved by a vote of seven (7) ayes, zero (0) nays, and zero (0) abstentions.

Resolution: Special Use Permit approved

Returning Applicants:

<u>Martin Gibbins</u>	<u>Special Use Permit – Horses</u>
136.-8-14	8887 NY 66

Mr. Gibbins was unavailable to attend this meeting. The Town’s Zoning Board of Appeals has returned Mr. Gibbins to the Planning Board for issuance of a Special Use Permit for three (3) horses on his parcel of 1.88 acres and three (3) additional acres leased from abutting neighbor Mr. Valente. Clerk Kane reports she has researched this matter extensively and finds 1) Gibbins property was zoned as Residential/Agricultural at time of purchase (1975); 2) Mr. Gibbins obtained horses in 1983 and 3) that the Town of Poestenkill Town Code first addresses animals on non-farm parcels in 1985 – Section 102-26. (Code is subsequently updated in 2003 to Section 150-26.) After discussion, the Board has deemed the horses to be “a continuous, non-conforming use” and is grandfathered in. Clerk to send letter to Mr. Gibbins with the Board’s determination.

Resolution: No SUP needed, action grandfathered in.

<u>Ronald Levesque</u>	<u>Lot Line Adjustment</u>
124.8-3-4	1 Saddle Hill Road

Attorney Bob Ryan advises the Planning Board that despite extensive research, he has been unable to find any precedent that would allow the Planning Board to amend the plat plan of the Moules Lake subdivision – so as to allow Mr. Levesque to add an acre of his person property at 1 Saddle Hill Road to his recently purchased business property at 1539 Spring Avenue Ext. There remains the question if a homeowner’s association was indeed created, if it still existing, etc. Mr. Levesque offers to provide ten (10) acres of land (to be kept forever wild) in exchange for being allowed to use the one acre of his person property. Much discussion and questions if there are any deed restrictions listed off of note on approved site plan – where remaining land to be given over to homeowner’s association or a nature conservancy. Member Grattan requests Attorney Ryan contact Rensselaer County to inquire if the Town could accept wording change. Attorney Ryan suggests a review of the deeds, within the chain of a title search – when Mr. Zelenke was the Owner and perhaps contact the Moules project attorney, Andy Gilchrist. Clerk Kane to coordinate review of deeds. Mr. Levesque wants to proceed to the Zoning Board of Appeals for his Use Variance. Planning Board unwilling to forward at this time.

Resolution – Request remains open at this time.

New Applicant:

<u>Kevin Fahrenkopf</u>	<u>2 Lot Minor Subdivision</u>
126.00-1-3	86 Hinkle Road

Mr. Fahrenkopf reviews his plans to subdivide property located at 86 Hinkle Road, using the existing road as the divider. Some discussion between Members and Mr. Fahrenkopf regarding the front setback of existing home and Board deems it as pre-existing condition and will accept as is.

Member Dore makes a motion to classify this project as a 2 Lot Minor Subdivision. Motion is seconded by Member Teal, approved by a vote of seven (7) ayes, zero (0) nays and zero (0) abstentions. Chairman Russell makes a motion to schedule a Public Hearing for December 4, 2018. Motion is seconded by Member Dore, approved by a vote of seven (7) ayes, zero (0) nays and zero (0) abstentions.

Resolution – Public Hearing scheduled for December 4, 2018.

Minutes: Meeting minutes of October 2, 2018 were reviewed. Board Member Grattan requests the addition of "...as existing, non-conforming use..." to first sentence of Mr. Levesque's Special Use Permit paragraph. Motion to accept the Minutes with addition was made by Board Member Grattan, seconded by Board Member Daniel and approved by a vote of seven (7) ayes; zero (0) nays and zero (0) abstentions.

Public Comment Period:

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

Old Business:

Chairman Russell requests the Planning Board meeting for January 2019 be held on Wednesday, January 2, 2019, all agree.

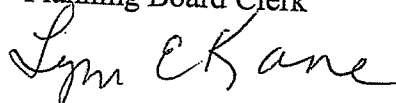
Chairman Russell advises the Board that Member Briggs and Alternate Valente terms expire December 31, 2018. Member Briggs states he wishes to remain on the Board. Discussion amongst the Members. Clerk Kane directed to send the Town Board a memo requesting Member Briggs and Alternate Valente be reappointed to the Planning Board.

Chairman Russell makes a motion at 9:12 pm to enter Executive Session to discuss a personnel matter, where no vote is to be taken. Motion is seconded by Judy Grattan. Motion by Member Grattan at 9:17 pm to exit Executive Session, motion is seconded by Chairman Russell.

A motion to adjourn the meeting at 9:20 pm was made by Board Member Grattan, seconded by Chairman Russell and approved by a vote of seven (7) ayes, zero (0) nays, and zero (0) abstentions.

Respectfully submitted,

Lynn E. Kane,
Planning Board Clerk





TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

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Zoning Board of Appeals

AGENDA

Zoning Board of Appeals November 13, 2018 @ 7:30 pm

MEETING OPENS – PLEDGE OF ALLEGIANCE

Public Hearing:

Charles Mero

125.12-3-7

Area Variance

20 Davis Drive

Minutes of October 9, 2018

Organizational:

Other:

Tim Hoffay
Susan Kalafut
Paul Jamison

to attend November Meetings
to attend December Meetings
to attend January Meetings



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Zoning Board of Appeals

ZONING BOARD OF APPEALS

November 13, 2018 Minutes

Attendees:

Paul Jamison, Chairman

Kevin McGrath

Tim Hoffay

Michael Colello

Susan Kalafut

Nicole Heckelman, Alternate

Chairman Jamison opened the meeting at 7:30 pm with the Pledge of Allegiance.

Public Hearing:

Charles Mero

125.12-3-7

Area Variance

20 Davis Drive

Member McGrath rescued himself from this proceeding. Alternate Heckelman steps in. Secretary read the Public Hearing notice. Chairman Jamison asks Mr. Mero to please summarize his request. Chairman Jamison asks if there are any comments from the audience in favor or against this application. Daughter to neighbor Helen Moquin at 26 Davis Drives states her mother is in favor of this project. Having no further comments from the Public, Member Kalafut makes a motion to close the Public Comment portion and motion is seconded by Member Heckelman and is approved with a vote of five (5) ayes, zero (0) nays and zero (0) abstentions. Chairman Jamison made a motion for an area variance for 20 Davis Drive, to allow the construction of a detached garage in the Hamlet district, with side setback of four point five (4.5) feet, where the minimum side setback is ten (10') feet; a rear setback of six (6) feet where the minimum rear setback is ten (10) feet and a maximum building coverage of thirty-six (36) percent where thirty (30) percent is required by Code. Motion is seconded by Member Kalafut. All voting members completed the Area Variance Findings and Decision form for this application.

After considering all of the mandatory area variance factors, **Board Member Heckelman** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, other properties in neighborhood are close together and have garages.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – Yes, Smaller garage could be built on property.
- 3) *Whether the requested variance is substantial.* – Yes, Building coverage is 36% where 30% is required.

- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Other properties have garages on their properties.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, you may desire to have a garage on the property but not a necessity.

After considering all of the mandatory area variance factors, **Board Member Colello** voted to **disapprove** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Similar property styles in the neighborhood.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – Yes, Build a smaller garage.
- 3) *Whether the requested variance is substantial.* – Yes, 5.5 foot variance on side setback in additional to 4 feet in rear, and 36% building coverage where 30% is required is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Other properties in neighborhood.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, Garage is desired, not a necessity.

After considering all of the mandatory area variance factors, **Chairman Jamison** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, this does add to the density in an already crowded (with buildings) neighborhood, but not excessively.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, In order to have a garage they need to put it on this small lot somewhere and this seems like the most reasonable spot.
- 3) *Whether the requested variance is substantial.* – Yes, these are significant variances in all cases.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, There will be no impact on the environment.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, this is a desired, not required improvement.

After considering all of the mandatory area variance factors, **Board Member Hoffay** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Several similar accessory buildings on Davis Dr., similar size..
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, Due to restrictive lot size limited in location of garage, 2 car.
- 3) *Whether the requested variance is substantial.* – Yes, Percentage wise – side 4-1/2'-10', rear 6'-10', 36%/30%.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Standard 2 car garage unit.

- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – No, Again, limited lot size.

After considering all of the mandatory area variance factors, **Member Kalafut** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Similar property styles in the neighborhood.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – Yes, Build a smaller garage.
- 3) *Whether the requested variance is substantial.* – Yes, 5.5 feet variance on side setback in addition to 4 feet in the rear, and 36% of building coverage where 30% is required is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, other similar properties in the neighborhood.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, Garage is desired, not a necessity.

Chairman Jamison polled the members for their responses. Variances approved by a vote of four (4) ayes, one (1) nays and zero (0) abstention.

Resolution: Side setback/rear setback/building coverage Variances approved.

Minutes:

The minutes of the Board meeting on October 9, 2018 were reviewed. Corrections – under Mero Public Hearing notice, change date from November 14 to November 13. A motion to accept the minutes with corrections was made by Member Hoffay, seconded by Member Kalafut, and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstention.

Old Business:

Clerk Kane advises the Board of the Planning Board's decision to issue a memo to Martin Gibbins on the presence of his horses as "a continuous, non-conforming use that is grandfathered in." Chairman Jamison makes a motion to cancel Gibbins Public Hearing scheduled for December 11, 2018, motion in seconded by Member Colello and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstention.

Chairman Jamison advises Board is time for reappointments to Board. Member McGrath makes a motion to reappoint Paul Jamison as Member and Nicole Heckelman as Alternate. Motion is seconded by Member Colello and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstention. Clerk Kane to forward memo to Town Board. There being no further business, a motion to adjourn the meeting was made by Member Colello, seconded by Member McGrath and approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 8:20 pm.

Respectfully submitted,
Lynn E. Kane, Secretary

Lynn E Kane



TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

Zoning Board of Appeals

MEMORANDUM

To: Poestenkill Town Board
From: Zoning Board of Appeals
Re: 2019
Date: November 14, 2018

Member McGrath made a motion to recommend to the Town Board to:

1. Reappoint Paul Jamison as a Member of the Zoning Board of Appeals with a term of January 1, 2019 to December 31, 2023:
2. Appoint Nicole Heckelman as Alternate of the Zoning Board of Appeals with a term of January 1, 2019 to December 31, 2019.

Motion was seconded by Member Colello, motion passed with five (5) 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

Zoning Board of Appeals

ZONING BOARD OF APPEALS November 13, 2018 Minutes

Attendees:

Paul Jamison, Chairman
Kevin McGrath
Tim Hoffay
Michael Colello
Susan Kalafut
Nicole Heckelman, Alternate

Chairman Jamison opened the meeting at 7:30 pm with the Pledge of Allegiance.

Public Hearing:

<u>Charles Mero</u>	<u>Area Variance</u>
125.12-3-7	20 Davis Drive

Member McGrath rescued himself from this proceeding. Alternate Heckelman steps in. Secretary read the Public Hearing notice. Chairman Jamison asks Mr. Mero to please summarize his request. Chairman Jamison asks if there are any comments from the audience in favor or against this application. Daughter to neighbor Helen Moquin at 26 Davis Drives states her mother is in favor of this project. Having no further comments from the Public, Member Kalafut makes a motion to close the Public Comment portion and motion is seconded by Member Heckelman and is approved with a vote of five (5) ayes, zero (0) nays and zero (0) abstentions. Chairman Jamison made a motion for an area variance for 20 Davis Drive, to allow the construction of a detached garage in the Hamlet district, with side setback of four point five (4.5) feet, where the minimum side setback is ten (10') feet; a rear setback of six (6) feet where the minimum rear setback is ten (10) feet and a maximum building coverage of thirty-six (36) percent where thirty (30) percent is required by Code. Motion is seconded by Member Kalafut. All voting members completed the Area Variance Findings and Decision form for this application.

After considering all of the mandatory area variance factors, **Board Member Heckelman** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, other properties in neighborhood are close together and have garages.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – Yes, Smaller garage could be built on property.
- 3) *Whether the requested variance is substantial.* – Yes, Building coverage is 36% where 30% is required.

- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Other properties have garages on their properties.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, you may desire to have a garage on the property but not a necessity.

After considering all of the mandatory area variance factors, **Board Member Colello** voted to **disapprove** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Similar property styles in the neighborhood.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – Yes, Build a smaller garage.
- 3) *Whether the requested variance is substantial.* – Yes, 5.5 foot variance on side setback in additional to 4 feet in rear, and 36% building coverage where 30% is required is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Other properties in neighborhood.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, Garage is desired, not a necessity.

After considering all of the mandatory area variance factors, **Chairman Jamison** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, this does add to the density in an already crowded (with buildings) neighborhood, but not excessively.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, In order to have a garage they need to put it on this small lot somewhere and this seems like the most reasonable spot.
- 3) *Whether the requested variance is substantial.* – Yes, these are significant variances in all cases.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, There will be no impact on the environment.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, this is a desired, not required improvement.

After considering all of the mandatory area variance factors, **Board Member Hoffay** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Several similar accessory buildings on Davis Dr., similar size..
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, Due to restrictive lot size limited in location of garage, 2 car.
- 3) *Whether the requested variance is substantial.* – Yes, Percentage wise – side 4-1/2'-10', rear 6'-10', 36%/30%.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Standard 2 car garage unit.

- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – No, Again, limited lot size.

After considering all of the mandatory area variance factors, **Member Kalafut** voted to **approve** the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Similar property styles in the neighborhood.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – Yes, Build a smaller garage.
- 3) *Whether the requested variance is substantial.* – Yes, 5.5 feet variance on side setback in addition to 4 feet in the rear, and 36% of building coverage where 30% is required is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, other similar properties in the neighborhood.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, Garage is desired, not a necessity.

Chairman Jamison polled the members for their responses. Variances approved by a vote of four (4) ayes, one (1) nays and zero (0) abstention.

Resolution: Side setback/rear setback/building coverage Variances approved.

Minutes:

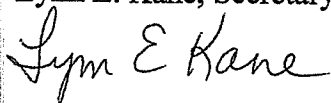
The minutes of the Board meeting on October 9, 2018 were reviewed. Corrections – under Mero Public Hearing notice, change date from November 14 to November 13. A motion to accept the minutes with corrections was made by Member Hoffay, seconded by Member Kalafut, and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstention.

Old Business:

Clerk Kane advises the Board of the Planning Board's decision to issue a memo to Martin Gibbins on the presence of his horses as "a continuous, non-conforming use that is grandfathered in." Chairman Jamison makes a motion to cancel Gibbins Public Hearing scheduled for December 11, 2018, motion in seconded by Member Colello and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstention.

Chairman Jamison advises Board is time for reappointments to Board. Member McGrath makes a motion to reappoint Paul Jamison as Member and Nicole Heckelman as Alternate. Motion is seconded by Member Colello and approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstention. Clerk Kane to forward memo to Town Board. There being no further business, a motion to adjourn the meeting was made by Member Colello, seconded by Member McGrath and approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 8:20 pm.

Respectfully submitted,
Lynn E. Kane, Secretary



Poestenkill Fire Company
Custom Summary Report
October 2018

	<u>Oct 18</u>
Income	
Insurance Check	4,836.75
Total Income	<u>4,836.75</u>
Gross Profit	4,836.75
Expense	
Building Maintance	
Refuse	169.73
Total Building Maintance	169.73
Code 100	29.97
Electric	
East Poestenkill	125.15
Main Station	21.02
Total Electric	146.17
Equipment	
Repair & Maintance	135.06
Total Equipment	135.06
Fire Prevention	1,527.38
Fire Trucks	
Fuel	1,135.93
Repair & Maintance	3,648.57
Total Fire Trucks	4,784.50
Internet & Phone	103.88
Medical Supplies	25.20
Porfessional Services	900.00
Security Alarm	65.00
Solar	439.06
Telephone	
East Poestenkill	40.14
Main Station	48.96
Total Telephone	89.10
Water	25.36
Web Site	228.00
Total Expense	<u>8,668.41</u>
Net Income	<u><u>-3,831.66</u></u>

**PROPOSED LOCAL LAW TO MINIMIZE ROAD DAMAGE
BY CONTRACTORS AND TO PROVIDE FOR ITS REPAIR**

Pertinent sections of the Building Code of the Town of Poestenkill are amended as follows
[deleted language in brackets] and **added language underscored.**

§ 92-4

Building permits.

A.

Building permits required. Except as otherwise provided in Subsection B of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid-fuel-burning heating appliance, chimney or flue in any dwelling unit. In addition, a building permit shall be required for any of the afore-described work which is for the purpose of or incidental to a change in the nature of the use or occupancy of any building or structure or any portion thereof. No person shall commence any work for which a building permit is required without first having obtained a building permit from the Code Enforcement Officer. No building permit shall be issued until the applicable requirements of the Uniform Code, Energy Code, relevant provisions of the NYCRR and Chapter 150, Land Use, of the Town of Poestenkill have been complied with. **Nor shall any building permit be issued to a subdivision developer until such developer executes a hold harmless agreement on a form to be provided by the Town Building Department agreeing to hold the Town of Poestenkill harmless for any damage to roads caused by transportation, use and operation of equipment, materials, tools and vehicles employed in the construction of individual homes and the development of individual lots.**

§ 92-5

Construction inspections.

A.

Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an inspector authorized by the Code Enforcement Officer. The permit holder shall notify the Code Enforcement Officer when any element of work described in Subsection B of this section is ready for inspection.

B.

Elements of work to be inspected. The following elements of the construction process shall be inspected as made, where applicable:

(1)

Work site prior to issuance of a building permit;

(2)

Footing and foundation;

(3)

Preparation for concrete slab;

(4)

Framing;

(5)

Building systems, including underground and rough-in;

(6)

Fire-resistant construction;

(7)

Fire-resistant penetrations;

(8)

Solid-fuel-burning heating appliances, chimneys, flues or gas vents;

(9)

Energy Code compliance; and

(10)

A final inspection after all work authorized by the building permit has been completed.

(11)

Existing town roads or roads intended for dedication to the town shall be inspected by the Town Engineer, the Town Superintendent of Highways and/or other designated representative of the Town to ascertain any damage caused or contributed to by the building operations, including home and accessory structure construction and site development.

C.

Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed. **The Highway Superintendent will notify the Buildings Department who will notify the contractor or developer to repair any such damage to roadways attributable to the construction process. The applicant contractor or developer shall upon the Town's notification and demand promptly repair such damage to the reasonable satisfaction of the Town's officials. If the demanded repairs are not timely and/or adequately effected by the applicant, the Town may effect such repairs with its own forces or by hiring an independent contract and the applicant shall be wholly responsible for any and all costs incurred by the Town.**

D.

Fee. The fee specified in or determined in accordance with the provisions set forth in § 92-17, Fees, of this chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

§ 92-8

Certificates of occupancy.

A.

Certificates of occupancy required. A certificate of occupancy shall be required for any work which is the subject of a building permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a building

permit was previously issued shall be granted only by issuance of a certificate of occupancy.

Upon demand by the Town that a contractor or developer repair a town road or a road which is about to be dedicated to the Town and such repair not being effected, or where the Town has effected such repair and now seeks reimbursement, no certificate of occupancy shall issue until such repairs are made or such reimbursement has been paid.

Dennis Bates

2 Winding Ridge Road, West Sand Lake, NY 12196

E-mail: dbates04@hotmail.com Cell: (518) 265-6100

- OBJECTIVE** To further career within the field of operations
- EDUCATION** **Manhattan College** Riverdale, NY
Bachelor of Science in Business Administration May 2003
Major: Finance
- WORK EXPERIENCE** **Siena College**, Loudonville, NY
Associate Athletic Director of Finance and Operations, November 2013 – present (promoted)
- Administer and manage Department of Athletics budget
 - Manage federal student work-study program
 - Prepare monthly financial statements and balance sheets
 - Reconcile athletic event box office reports
 - Schedule weekly payroll liabilities
 - Prepare fiscal year-end audits (NCAA and institutional)
 - Manage vendor relations
 - Purchasing agent for department
 - Manage Department of Athletics revenue generation including licensing program, merchandising, facility rentals, and summer camps
 - Lead six person athletic marketing team
 - Coordinate team travel logistics for (21) DI athletic programs
 - Supervise facilities and recreation staff consisting of Assistant AD/Facilities, Athletic Facilities Manager, Aquatics Coordinator, and Intramurals Coordinator
 - Drafted winning bid for multi-year commitment to host Special Olympics of New York State Summer Games, integral part of the games planning committee, contracting of various event sites, and onsite contact throughout games
 - Current liaison for \$13 million athletic facility capital project that includes design (CHA), construction management (Turner Construction), and planning
 - Implemented first ever eSports program that competes at the collegiate level against similar institutions such as Marist College, Quinnipiac College, Keuka College, SUNY Canton, Stevenson University, Sacred Heart University, Texas Wesleyan University and a host of others
 - Coordinated 2019 MAAC Cross Country Championships at the Crossings of n Colonie that included working with vendors, town officials, and conference personnel

Siena College, Loudonville, NY

Assistant Athletic Director – Business Affairs, August 2005 – November 2013

- Managed the business affairs, internal operations, and athletic facilities for a Division I athletics department
- Constructed and administered the athletics department budget
- Prepared financial reports, analyze fiscal statements, review accounts payable, supervise indoor/outdoor facilities staff, as well as coordinate team and staff travel arrangements
- Organized the hiring of department personnel, manage federal student work-study funds, coordinate department ordering, and act as the liaison between the athletics department and offices of business affairs, internet technology, plant operations, dining services, and human resources

Siena College, Loudonville, NY

Financial Analyst May 2004 – August 2005

- Reported directly to the Director of Budgeting and Financial Reporting.
- Responsible for compiling and analyzing energy consumption data, as well as compensation and departmental operating budgets.
- Approved accounts payable, monitored capital fixed assets, reconciled the general ledger, updated restricted accounts, tracked capital fixed assets, prepared the NCAA audit, as well as assisted with the fiscal year-end audit.
- Reconciled various savings, credit, and checking accounts.
- Filed quarterly Federal, NYS, and local sales and withholding tax reports.

COMPUTER SKILLS

Oracle BANNER Finance, Microsoft Access, Microsoft Excel, Microsoft Word, Microsoft PowerPoint, Microsoft Outlook, Google Apps Suite

HOBBIES

Home improvements, triathlons, scuba diving, and stock market analysis

VOLUNTEER

Habitat for Humanity, Ronald McDonald House Corporation

CERTIFICATIONS

Dale Carnegie, Grant Thornton CPE, CABMA, NAUI

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 November 15, 2018.

RESOLUTION NO. 16 OF THE YEAR 2018:

**IN THE MATTER OF THE CONSENT OF
THE TOWN BOARD OF THE TOWN OF
POESTENKILL TO THE DEDICATION OF
QUAIL MEADOW DRIVE AS A TOWN
HIGHWAY**

TOWN BOARD CONSENT

Upon reading the dedication and release in the above entitled matter dated the __ day of November, 2018, and whereby the owner of lands described therein and denominated as "Quail Meadow Drive" has released the same to the Town of Poestenkill and its Highway Superintendent for highway purposes;

NOW BE IT THEREFORE RESOLVED, that consent be and the same hereby is given to the Town Superintendent of Highways of the Town of Poestenkill to make an order laying out the lands described in said dedicated, dated the __th day of November, 2018, for highway purposes in accordance with provisions of Section 171 of the Highway Law and other statutes applicable thereto.

MOVED BY: _____

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

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman David Hass: _____

Councilman Harold Van Slyke: _____

Councilman Eric Wohlleber: _____

Supervisor Dominic Jacangelo: _____

DATED: November 15, 2018

**ORDER OF TOWN SUPERINTENDENT OF HIGHWAYS
ACCEPTING DEDICATION OF QUAIL MEADOW DRIVE AS A TOWN HIGHWAY**

A dedication and release dated the 15th day of November, 2018, of certain lands described therein for highway purposes in the Town of Poestenkill, including that portion hereinbelow described and denominated as Quail Meadow Drive, having been filed with the undersigned, together with the written consent of the Town Board of the Town of Poestenkill, being endorsed thereon and attached thereto,

NOW, THEREFORE, I, as Superintendent of Highways of the Town of Poestenkill, Rensselaer County, New York, do hereby

ORDER that the lands hereinafter described be and the same hereby are laid out and accepted as a public highway of the Town of Poestenkill, Rensselaer, New York;

All that piece or parcel of land, with improvements thereon, lying and being in the Town of Poestenkill, County of Rensselaer and State of New York, bounded and described as follows:

See attached SCHEDULE "A"

which said highway shall be known as Quail Meadow Drive.

DATED: Town of Poestenkill
County of Rensselaer
State of New York

This 15th Day of November, 2018

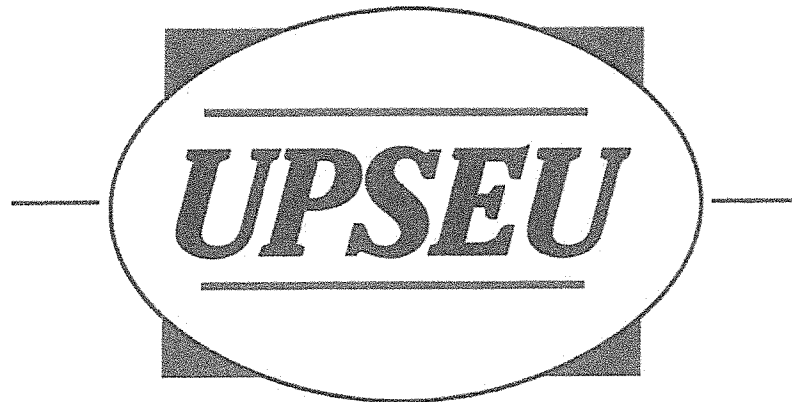
TOBY CHADWICK
Superintendent of Highways of the
Town of Poestenkill, County of Rensselaer,
State of New York

COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF POESTENKILL

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

JANUARY 1, 2016¹⁹ - DECEMBER 31, 2018²¹

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**ARTICLE 1
PARTIES TO THE AGREEMENT**

Section A The parties to this Agreement are the Town of Poestenkill, hereinafter referred to as the "Employer" or "Town", and United Public Service Employees Union, hereinafter referred to as the "Union" or "UPSEU".

Section B The Town of Poestenkill recognizes the Union as the sole and exclusive representative of all those Town employees determined to be in the appropriate negotiating unit for the term of this Agreement for the purposes of collective bargaining, the administration of this Agreement and of all other terms and conditions of employment.

**ARTICLE 2
AFFIRMATION NOT TO STRIKE**

The Union affirms that neither it nor any individual unit member has the right to strike against the Employer nor shall the Union or any unit member cause, instigate, encourage or condone a strike.

**ARTICLE 3
APPROPRIATE NEGOTIATING UNIT**

The appropriate negotiating unit shall consist of all full and part-time employees of the Town of Poestenkill Highway Department that hold the titles of Laborer; Mechanical Equipment Operator Light (MEOL); Mechanical Equipment Operator Heavy (MEOH); and Working Supervisor.

**ARTICLE 4
LABOR-MANAGEMENT MEETINGS**

Section A In the spirit of promoting harmonious labor relations, the parties agree to hold periodic Labor-Management meetings. The purpose of these meetings shall be to avoid grievances and to discuss matters of mutual concern.

Labor-Management meetings shall be held no more than once each calendar quarter, upon request of either party. Meetings may be held more often than once per calendar quarter upon mutual written agreement of the parties.

Meetings shall be held during working hours. Each party agrees to designate not more than two (2) representatives to serve on the committee, with not more than one (1) bargaining unit employee representing the Union. It is understood that the Union's Labor Relations Representative may attend Labor-Management meetings.

Section B Employees shall not be required to use leave credits to attend Labor-Management meetings. The parties agree that each meeting will not exceed two (2) hours in length.

**ARTICLE 5
NONDISCRIMINATION AND HARASSMENT CLAUSE**

The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, age, national origin, political affiliation or disability, and that all terms of this Agreement as well as all other terms and conditions of employment shall be administered fairly and impartially by the parties.

The Town and the Union also agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the Town's operations. Behaviors that produce hostile; humiliating; or intimidating work environments, including abusive language or behavior, will be subject to the grievance procedure excluding arbitration. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

**ARTICLE 6
COLLECTION OF DUES**

Section A Upon the written authorization of the employee, the Employer shall deduct membership dues from the employee's weekly pay in the amounts certified by the Union. The amounts so deducted shall be forwarded to the Union at regular intervals together with the names of any employees added to or deleted from the dues deduction list in accordance with this Article.

Section B In accordance with state law mandating agency fee deductions, the Employer agrees to deduct from the wages of bargaining unit employees who are not members of UPSEU an amount of money equivalent to the dues levied by UPSEU. Such fees shall be forwarded to the Union in the same manner as regular dues deductions. This shall only be effective so long as agency fee deductions are mandated by law.

Section C The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Section D As soon as reasonably possible, and upon written authorization of the employee concerned and unless said employee subsequently rescinds such written authorization, the Employer agrees to permit monthly deductions from the employee's wage for:

- 1) Insurance premiums (not more than one company) for home, automobile, accident, disability and life insurance coverage sponsored by the Union; and
- 2) Credit Union (not more than one)
- 3) The Union agrees to provide all necessary documentation such as authorization cards, etc.

Section E *The parties agree that during time of new employee orientation or hire, the Union shall be provided the opportunity to have a representative of the Union present for introduction to new unit members. The Employer further agrees that upon hire of a new unit member, the Employer shall provide the Union the individual's name, job title, work location, hours of work and home address.*

**ARTICLE 7
WAGE AND LONGEVITY**

Section A *Effective January 1, 2019 - 2.25% salary increase
Effective January 1, 2020 - 2.5% salary increase
Effective January 1, 2021 - 2.25% salary increase*

	LABORER	MEOL	MEOH	WORKING SUPERVISOR
1/1/1619	46.35 17.31	48.08 19.14	49.94 21.10	23.00 24.35
1/1/1720	46.60 17.74	48.35 19.62	20.24 21.63	23.34 24.95
1/1/1821	46.93 18.14	48.72 20.06	20.64 22.12	23.81 25.52

Section B *Increase longevity two percent (2%) for year one (1) through four (4) and ten cents (\$0.10) addition to years five (5) and more.*

TOWN SERVICE TIME	LONGEVITY RATE EFF. 1/1/16 19
1 year	.21 .22
2 years	.32 .33
3 years	.53 .54
5 years	.69 .79
7 years	.85 .95
10 years	1.01 1.11
15 years	1.27 1.37
20 years	1.54 1.64
25 years	1.75 1.85

ARTICLE 8 SENIORITY

Except as provided below, an employee's seniority date shall be their date of hire with the Town as a Highway Department employee. Part-time Highway Department employees shall accrue seniority on a pro-rated basis.

Any Town Highway Department employee employed as such before January 1, 1996 who previously served the Town as a part-time employee in another Town department shall be credited with one-half (½) year earned credit of total service time for each full calendar year employed in such part-time position. In addition, any full-time Town employee who serves more than fifty percent (50%) of his time as a Highway Department employee and is employed for the remainder of his time in another Town department, shall accrue seniority as a full-time Highway Department employee.

ARTICLE 9 FILLING OF VACANCIES

Section A Permanent vacancies in positions in the unit shall be posted on the Union bulletin board for a period of not less than fourteen (14) calendar days prior to being filled. Such postings shall remain on the bulletin board until vacant positions are filled. Temporary employees may be employed pending the interview and appointment process.

The posting shall include the following:

- 1) Job Title;
- 2) Rate of Pay;
- 3) Description of Duties; and
- 4) Minimum qualifications for the position.

The Employer will provide the Union with the minimum qualifications for each position within sixty (60) days of the signing of this Agreement.

Section B Any employee within the negotiating unit may submit an application or request for appointment to such a vacancy. Employees shall have the right to submit such applications for a minimum of fourteen (14) calendar days from the date of initial posting. Such application shall be submitted in writing to the Superintendent of Highways.

In the event two (2) employees with equal skill, qualifications and work records bid on a posted vacancy, the vacancy will be filled by the employee with the greater seniority.

ARTICLE 10 JOB SECURITY

Each employee shall serve a one (1) year probationary period before being made permanent. After two (2) years of employment, employees shall be granted the identical rights afforded to competitive class employees pursuant to Section 75 of the New York State Civil Service Law.

**ARTICLE 11
LAYOFF AND RECALL**

In the event the Employer finds it necessary to reduce the work force within the Highway Department, the procedures outlined in Sections 80, 81, 85 and 86 of the New York State Civil Service Law shall be used for all bargaining unit employees.

**ARTICLE 12
UNION BULLETIN BOARD**

The Employer shall make available in the Town Highway Garage a bulletin board that will be for the sole use of posting Union information.

**ARTICLE 13
BASIC WORK WEEK AND HOURS OF WORK**

The basic work week is forty (40) hours Monday through Friday inclusive. ~~Employees shall have a paid lunch break to be taken at whatever time is most appropriate given the work schedule.~~ *A paid lunch break shall be provided no less than two (2) hours following the start, and no later than two (2) hours prior to the end of the work shift.*

**ARTICLE 14
OVERTIME**

Section A Employees who work in excess of forty (40) hours per week shall receive pay at the rate of time and one-half (1½), with the exception of the provision listed below in Section B.

Section B 1. Employees who are required to work on a Holiday listed in Article 16 of the Agreement shall be paid at the rate of two times (2X) their hourly rate of pay in addition to their Holiday pay. This provision shall only apply to work performed on the actual Holiday, and shall not apply to Article 16 Section A(2) below.

2. An employee who works six (6) consecutive days in a single work week will be paid double time (2x) for all hours worked on the seventh consecutive day of that work week. The provisions of Section C, below, will not apply.

Section C For the purposes of overtime calculation, it is understood that leave with pay shall be included in determining the total number of hours worked in any basic work week.

**ARTICLE 15
DISTRIBUTION OF OVERTIME**

Overtime shall be distributed equitably among the employees.

Overtime shall be offered to all full-time employees prior to offering any work to part-time employees.

The Employer shall maintain an overtime roster by order of seniority and utilize that list when assigning overtime. The overtime list shall be on a rotational basis so long as the employee is qualified to do the work.

**ARTICLE 16
LEAVE WITH PAY**

Section A HOLIDAYS

1. Employees shall receive the following Holidays as days off with pay:

New Year's Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the Friday following Thanksgiving; Christmas Day; and Martin Luther King Day.
2. When any such holiday falls on a Saturday, then Friday shall be the observed Holiday. When any such Holiday falls on a Sunday, then Monday shall be the observed Holiday.

Section B VACATION

1. Employees shall earn and use vacation leave with pay as follows:

Not less than 1 year, but less than 2 years -	5 days
Not less than 2 years, but less than 5 years -	10 days
Not less than 5 years, but less than 10 years -	15 days
Not less than 10 years, but less than 15 years -	20 days
Not less than 15 years -	25 days
2. Each employee may accumulate a maximum of thirty (30) days vacation time to be used at any time as a vacation benefit or to be turned in for compensation at the employee's hourly rate at the time of separation of service from the Town. Any vacation time earned in excess thirty (30) days must be used by December 31 of the calendar year immediately following it or it will be forfeited. An employee who leaves service prior to his Seniority Date shall receive a pro-rated cash payment for that year.
3. Except during any shutdown periods (i.e. the week of July 4th), all vacation requests must be pre-approved by the Highway Superintendent. Where a conflict in vacation requests exists and the Highway Superintendent determines that only a specific number of individuals may take time off, vacation requests shall be granted in order of seniority.

Employees shall provide one (1) week's notice to the Employer when requesting two (2) or more vacation days. The notice requirement, however, may be waived upon the showing of some level of emergency and/or inability to provide timely notice.
4. The Town agrees to pay an employee a maximum of fifteen (15) days of vacation time in advance for the period of his vacation, provided the employee gives at least one (1) week advance notice to the Town and such employee has accumulated sufficient vacation leave to cover the period requested.

5. An employee may elect to receive a cash payment for up to ten (10) days of accumulated vacation leave during any calendar year (January 1 through December 31). ~~Payment will be made in the second pay period in November of that year.~~ **All vacation payments will be made at any time of year** provided that employee has not less than thirty (30) days of accumulated vacation leave at the time of the request. ~~Such vacation leave shall be requested by November 1st of each calendar year.~~

Section C SICK LEAVE

1. Effective January 1, 2016, an employee shall earn sick leave credits at the rate of ten (10) days per year, to be credited on the first day of January each year. Effective January 1, 2017, an employee shall earn sick leave credits at the rate of eleven (11) days per year. Effective January 1, 2018, an employee shall earn sick leave credits at the rate of twelve (12) days per year. Anyone not employed on January 1st will receive a prorated sick leave allowance for that year.
2. Sick leave with pay may be used in the event of illness or other physical disability of the employee or in the event of the illness or disability of a member of the employee's immediate family (parent, sibling, spouse, child or anyone who lives in the employees immediate household).

Employees may be required to provide a doctor's note in the event that the employee is absent for four (4) or more days.

3. Once an employee has accumulated sixty (60) sick leave days, he/she shall be entitled to an annual payment at his/her current rate of pay for any unused sick leave days in excess of sixty (60), up to a maximum of five (5) days. ~~Such payment, if any, will be determined as of December 31st of each year.~~ **Unused sick days under this provision will be paid by December 31st of each year. Upon separation, employees shall be entitled to the dollar equivalent of up to thirty (30) days of unused sick leave.**

Section D PERSONAL LEAVE

1. Upon being made permanent, an employee shall receive four (4) days of personal leave with pay per year. Probationary employees shall receive two (2) days of personal leave per year. Except in emergencies, the prior approval of the Highway Superintendent shall be required for personal leave. All requests for personal leave shall be in writing except in emergencies. Requests for personal leave shall not be unreasonably denied.
2. Personal leave shall be utilized only to attend to personal business matters that cannot be taken care of after the normal working day or on weekends. Personal leave shall not be used for such things as vacation, recreation or leisure activities (i.e. hunting, fishing, skiing, etc.).
3. Unused personal leave shall be accumulated as sick leave in accordance with Section C above.

Section E LEAVE FOR COURT AND JURY ATTENDANCE

On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, employees shall be granted a leave of absence with pay with no charge against leave credits.

Section F MILITARY LEAVE AND OTHER LEAVES REQUIRED BY LAW

The Employer shall grant any leave of absence with pay as required by law.

Section G EDUCATION LEAVE

An employee who is required by the Employer or by law to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program. For the obtainment of a Commercial Drivers License, employees taking the CDL test shall be permitted by the Employer to use an appropriate Town Vehicle for the taking of the road examination.

Section H BEREAVEMENT LEAVE

An employee shall be allowed a maximum of five (5) working days of bereavement leave with pay in the event of a death in the immediate family. Immediate family shall be defined as the employee's parent, spouse, grandparent, child, sibling, mother-in-law, father-in-law, or any other individual permanently residing in the employee's household. Leave must be taken immediately, or closely following death.

**ARTICLE 17
LEAVE WITHOUT PAY**

The Town Board, upon the written request of the employee or the Union, may grant a leave of absence without pay to such employee not to exceed six (6) months. Time spent on an unpaid leave shall not count toward the employee's seniority.

**ARTICLE 18
HEALTH AND DENTAL INSURANCE**

Section A The Employer shall pay the full premium or cost for the individual employee and dependents for all health insurance benefits in force and effect as of the signing of this Agreement. The Employer shall not change the MVP Liberty HDHP Silver 3 Dep 26 DP, Empire Blue Cross EBC Blue Vision Plan A5 or reduce benefit levels without prior negotiations and agreement with the Union.

All employees hired before January 1, 2010 shall pay five percent (5%) toward health insurance coverage. Employees hired on or after January 1, 2010 shall pay ten percent (10%) of the applicable health insurance premium (individual, two-person, family)

Both parties agree to discuss possible changes in health insurance coverage.

In the event that the Union and the Employer enter into such discussions, the Employer agrees not to make any changes until an agreement is reached.

Section B Upon retirement, an employee who retires after ten (10) years or more service and who participated in the Town's health insurance coverage may continue coverage by paying the entire monthly premium. For existing employees employed as of January 1, 2016 with thirty (30) years of Town service, the Town will pay 100% for individual coverage until age 65.

Section C Employees covered by the Town's health insurance may, at his/her election, agree to surrender such coverage in return for an annual payment of ~~\$2,500~~ ~~\$3,000~~ ~~\$3,500~~ ~~\$4,000~~ ~~\$5,000~~ for single coverage, ~~\$3,500~~ ~~\$4,000~~ for plus one coverage, and ~~\$5,000~~ ~~\$6,000~~ for family coverage, to be paid out as salary.

ARTICLE 19 RETIREMENT

The Employer shall continue to participate in the present retirement plan offered to Town employees through the New York State and Local Retirement System.

ARTICLE 20 DISABILITY

The Employer shall continue to offer employees disability benefits in accordance with Section 204 of the New York State Workers' Compensation Law. In addition, the Town shall pay the wages of an employee on disability during the seven (7) day waiting period in accordance with the following schedule:

<u>Employee Service Time</u>	<u>Coverage By Town</u>
Less than four (4) weeks.	None
Not less than four (4) weeks, but less than one (1) year.	6 th and 7 th days
Not less than one (1) year but less than seven (7) years.	2 nd through 7 th day
Seven (7) or more years.	First seven (7) days.

ARTICLE 21 PERSONNEL FILE

The Employer shall maintain a single personnel file on each employee. No material pertaining to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee will have the opportunity to review, sign and obtain a copy of such material. The employee's signature on such a document shall not indicate agreement with its content. Rather, it shall merely indicate an acknowledgment of review and receipt. The absence of a document from the personnel file, which was in fact received by the employee, will remain usable in the future.

**ARTICLE 22
CALL IN PAY**

Section A Employees who are called in and report to work before or after their regular work day shall be guaranteed a minimum of four (4) hours of overtime work to be compensated as provided for in this Agreement.

Section B Where such work runs into the beginning or is an extension of the employees' regular work day, they shall only be paid for actual hours worked. For example, an employee called in to work at 5:00 a.m. or required to work until 5:30 p.m. would only be paid for two (2) additional hours, the actual time worked. However, an employee called in from 3:00 a.m. to 5:00 a.m. or 9:00 p.m. to 11:00 p.m. would be paid for four (4) hours of work.

**ARTICLE 23
~~UNIFORM SERVICE AND CLOTHING ALLOWANCE~~**

~~Employees who do not wish to participate in the uniform service shall have the option of receiving an annual clothing allowance of \$175.00, which shall be disbursed to the employee on the first pay day in December.~~

~~*The Employer shall provide eleven (11) sets of uniforms to all bargaining unit employees. The Employer shall also continue to provide the a fully-paid uniform service. in effect at the signing of this Agreement*~~

**ARTICLE 24
PROTECTIVE SHOE/WINTER GEAR REIMBURSEMENT**

Each employee shall receive an annual protective shoe or winter gear reimbursement of up to ~~\$200.00~~ \$300.00 per year, which shall be disbursed to employees each year upon proof of such purchase.

**ARTICLE 25
UNION WORK SITE VISITS**

Representatives of the Union shall have the right to visit employees during regular working hours, so long as such visits are reasonable in time and frequency, that they do not interfere with the employee's duties and responsibilities, and provided that the Union representative has given prior notice to the Highway Superintendent *or designee*.

**ARTICLE 26
UNION LEAVE**

One employee representative of the Union shall be eligible for two (2) days per year of leave annually for the purpose of attending training seminars, conferences or any other Union related business. Such leave shall be subject to the prior notice and approval of the Highway Superintendent. Such approval shall not be unreasonably denied.

**ARTICLE 27
GRIEVANCE PROCEDURE**

Section A **DECLARATION OF PRINCIPLES**

Every bargaining unit member shall have the right to present his/her grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Section B **DEFINITIONS**

Grievance: Any claimed violation or misinterpretation of the terms of this Agreement *or violation of work rules or Town policy.*

Days: Shall mean calendar days.

Grievant or Aggrieved: Shall mean any current member of the bargaining unit *or the Union* who believes that the terms of this Agreement have been violated or misinterpreted in regard to his/her employment.

Section C **GENERAL PROVISIONS**

Failure of an employee to meet any of the time restrictions of this procedure shall result in the grievance being null and void.

If the Employer does not comply with the time requirements, the grievance shall automatically proceed to the next stage.

Time limits for presentation and resolution of grievances may be extended by mutual agreement of the parties in writing.

Stage 1 of the grievance procedure shall be conducted during the grievant's regular working hours, unless otherwise mutually agreed.

The Employer shall give at least three (3) days notice as to dates for any hearings or meetings.

Representation at any stage of the procedure shall be limited to the aggrieved and/or Union representatives.

Section D **CLASS ACTION GRIEVANCE**

When two (2) or more current employees are affected by an alleged grievance, the Union shall have the right to file such grievance directly with the Town Board at Stage 2 of the grievance procedure.

Section E **STAGES**

STAGE 1: HIGHWAY SUPERINTENDENT

A grievance must be presented to the Highway Superintendent in writing within twenty (20) days after the date of the occurrence of the event upon which the grievance is based. The grievance shall contain a statement of the specific nature of the grievance and the facts relating to it.

Upon request of the aggrieved, the Highway Superintendent shall hold a meeting to discuss the grievance. Such meeting shall be held within five (5) days of the request. The Highway Superintendent shall take whatever investigative action (s)he deems appropriate. The grievant(s) may be represented by a Union representative, but must personally attend this meeting.

Within ten (10) days after the presentation of the grievance, the Highway Superintendent shall render a written decision regarding the grievance.

If the Highway Superintendent decides (s)he has no authority to decide the grievance, (s)he may direct the grievant to proceed to Stage 2 of the Grievance Procedure.

STAGE 2: TOWN BOARD

If the grievant is not satisfied with the decision at Stage 1, or if no decision is rendered within the required time period, the grievance may be presented in writing to the Town Board, along with a copy of the Highway Superintendent's decision, if any. The grievance shall contain a statement of the specific nature of the grievance and the facts relating to it.

The grievance must be presented within ten (10) days of receipt of the written decision rendered at Stage 1, or within ten (10) days from when the written decision at Stage 1 should have been rendered, whichever is sooner.

Within twenty (20) days, the Town Board, or a committee thereof, will meet with the grievant and his/her representative to discuss the grievance. The grievant(s) must personally attend this meeting.

Within ten (10) days after the next regularly scheduled Town Board meeting, the Town Board shall render a written decision regarding the grievance.

STAGE 3: ARBITRATION

If the aggrieved is not satisfied with the decision at Stage 2, the Union may submit the grievance to arbitration using the PERB procedure.

An appeal to arbitration may be made by the Union within twenty (20) days of the Stage 2 decision.

The parties shall adhere to PERB rules governing the selection of arbitrators.

The arbitrator shall have no power to add to, subtract from or modify the provisions of the Agreement. Formal rules of evidence shall not be required.

The decision and award of the arbitrator shall be final and binding on the parties.

The cost for the arbitrator shall be borne equally by the Union and the Employer.

SECTION F DISCIPLINARY ACTION

1. Prior to any disciplinary interrogation, the employee shall be advised they are the subject of an investigation and shall be given written notice to their right to Union representation.

2. No employee shall be disciplined except for just cause. Such employee shall be served with written notice of the proposed action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Union.
3. Generally, the concept of progressive and corrective disciplinary action shall be followed when imposing discipline. However, progressive discipline may not be followed in extreme cases.
4. No disciplinary action shall be commenced more than eighteen (18) months after the Employer has knowledge of the alleged acts of incompetency or misconduct.

ARTICLE 28 SEPARABILITY

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 29 TAYLOR LAW NOTICE

IN ACCORDANCE WITH SECTION 204-E OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 30 EMPLOYEE POLICIES

All Town and departmental policies, procedures, and directives which are not specifically addressed in this Agreement shall remain in full force and effect. Notwithstanding the above, the provisions of this Agreement supercede all conflicting policies, procedures, and directives of the Employer.

All retirements and resignations shall be submitted in writing to the Highway Superintendent. If requested, the Personnel Department shall be available to assist with the written resignation.

**ARTICLE 31
DURATION OF THIS AGREEMENT**

This Agreement shall be effective January 1, ~~2016~~ 2019, and shall remain in full force and effect to and including December 31, ~~2018~~ 2021.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

TOWN OF POESTENKILL

UNITED PUBLIC SERVICE EMPLOYEES
UNION

Dominic Jacangelo
Town Supervisor

Kevin E. Boyle, Jr.
President

Gary M. Hickey
Executive Vice President/Regional Director

Jose L. Manjarrez
Labor Relations Representative

Negotiating Team:

David Ruppert, Jr.

Arthur Whitney

Date

TOWN CLERK'S MONTHLY REPORT
Town of Poestenkill, New York
October 2018

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:	\$ 71.59
Marriage License @ \$ 7.50 each	\$
Marriage Certificate @ \$10.00 each	\$
Marriage Transcript @ \$10.00 each	\$
A1255 Total Town Clerk Fees	\$ 71.59
Peddler's Permit	\$
A1289 Registrar	\$ 20.00
A2655 Minor Sales - Copies (certified copy) -	\$
A2530 Games of Chance (Bell Jar)	\$
A2544 Local Fee for dogs () dogs -	\$ 106.00
A2115 Planning Board Fees Planning - \$812.99 ZBA - \$40.00	\$ 852.99
A2555 Building Permits	\$ 1361.00
A2501 Junkyard License	
A2268 Impoundment fees	\$ 140.00
A2720 Water Meter Fee \$235.00 1001 Water Benefit Charge -	
A2240 Misc. Water Charges -	\$
A2710 Water Permit Fee	\$
1001 Water billing \$ 19,162.02	
Total Water Charges	\$ 19,397.02
REVENUE TO SUPERVISOR	\$ 21,948.60
Amount paid to State Comptroller for Games Chance License	\$
Amount paid to DEC for Conservation Licenses	\$ 1,226.41
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program	\$ 24.00
Amount paid to State Health Dept. for Marriage Licenses	\$ 0
TOTAL DISBURSED	\$ 1,250.41
November 7, 2018 Dominic Jacangelo, Supervisor	
TOTAL AMOUNT RECEIVED BY CLERK	\$23,199.01
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 October Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 7th day of November 2018.	

Susan Horton



OFFICE OF THE
ASSESSOR

Town of Poestenkill

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

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR
ASSESSOR'S REPORT FOR OCTOBER 2018

We sent renewal applications for Enhanced STAR, Aged, Agriculture, Disability, and Clergy in early October. These were mailed early because of the State policy changes. After this year, the Enhanced STAR will be maintained by NYS Tax and Finance and will no longer be administered in the Assessor's Office.

We continue to receive deeds and split/merger information from the county.

Betsy started training in October so that she can become familiar with the assessor's office.

Constituent relations continue to be good during this period.

Respectfully submitted,

Brian M. Jackson
Assessor
Town of Poestenkill

cc: Town Board
Susan Horton, Town Clerk

Town of Poestenkill
Office of the Water Manager
P.O. Box 210
Poestenkill, NY 12140
Memorandum

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

From: Robert Brunet / Water Manager

Date: November 10, 2018

RE: Monthly Activities – (Oct. – Nov)

Monthly Water And 811 Reports (October-November)

Daily 811 Report – Normal Daily Dig Safe (811) requests were received and responded to appropriately.

Water Report - From an overall water system viewpoint--- everything is going well and normal maintenance is being performed as required. Additional efforts are being made to improve the outstanding abnormal maintenance required. The quarterly reading for billing of all water meters went well and bills were sent out by Sue Horton.

Working on the Quail Meadows and the Lochvue subdivision issues and water hookup issues.

Took the RCDOH and NYSDOH required water test samples and brought samples to Bender Labs (Albany) for Coloform and Escherichia Coli tests; the test results were “Satisfactory”.

Prepared and Submitted required NYSDOH MONTHLY 360 Report and Bender Labs reports to the RCDOH.

Performed routine maintenance work at Pump Station, including the pumphouse door.

As requested by Renns. County Dept. of Health, completed the cleanup of all weeds from the area between the fence and the tank on Hinkle Rd.

At pumphouse (Oct. 6) replaced corroded and leaky 90 degree galvanized elbow in high pressure piping feeding the main 6” water line. Also replaced high pressure PVC “T” in system.

At pumphouse (Oct. 11) repaired plugged up check valve in the high pressure feeder input line.

At pumphouse (Oct 14 & Oct 15) troubleshooting the large main pumps, which began running erratically, with the aid of the system designer, Chris Pirtle of Tigerflow Systems, located in Texas. We reprogrammed the Tigerflow system software and set the main pumps to start and turn off with the appropriate pressures and lag times for the lead and lag pumps. The last time this troublesome situation occurred was in 2012.

At pumphouse (Oct. 20) Again, repaired plugged up check valve in the high pressure feeder input line.

Attended all day training session (Oct. 24) on water systems at Hoosic Falls, run by the NYRWA.

Replaced exterior defective light fixture (Oct 27th) at pump station. Also replaced defective ballast and 40 watt fluorescent bulbs in pump chemical room at pump station. Also identified problem with heating unit in chemical room (defective relay) and prepared to order replacement relay which will be installed when the part arrives.

Saturday, Nov 3rd, emergency 811 callout for Daisey Lane and Saddle Hill Road to mark out our facilities and meet with National Grid so they could replace a pole knocked down by an automobile accident.

Began Leak Detection efforts (Nov. 3rd), concentrating on hydrant leakage first. This effort is designed to reduce "lost water".

Inspected 3 new water installations.

3 new meters were installed and the homes were hooked up to the municipal water system.

Continued to perform hydrant flushing activities.

By ongoing inspections, observed a broken "street valve box" on the Lochvue site. Discussed with Mark Petrone (Oct. 15th) and he agreed to having it replaced at his expense. I also told him that he also would have to install "Storz" connectors on all the hydrants in the development---he agreed and said he would do so.

I Submitted an Invoice for \$2,000 to Quail Meadows for Engineering Inspection and Approval of the Phase 2 water system installation, as well as my approval of the physical inspection of the pipe installations to insure that required standards are met. As a Licensed Professional Engineer in New York State I am able to save the owner the costs of hiring an outside P.E. and also bring additional revenues into the Town. This meets the requirements of the RCDOH and is the same procedure which we employed at Lochvue (\$5,000). I met with the Quail Meadows property owner and he is pleased to pay this bill, as he did for the Phase one of the project (also \$2,000 – total \$4,000 for both phases) since it saves him the higher cost of hiring a P.E.

Insured that Benefit Unit charges were properly updated on the new homes in the water district.

Handled several customer complaints.

Performed final meter reading and billed owner and completed paperwork updates for resident moving from 355 Rt. 355 to Florida on 10/21/2018. Also performed the same function for 2 other residents. Our procedure insures a timely final bill for the owners' closing and, at the same time, saves both the prior and the new owner the significant cost associated with turning off and then turning on the water to the residence. The paperwork for the Town is also simplified.

Worked on various Town Undertakings (Lochvue @ Quail Meadow, for example).

Researched details of Lochvue main pipe installation regarding the "temporary fix" performed about a year ago. Will put together and implement a "permanent fix" plan.



TOWN OF POESTENKILL

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

November 8, 2018

To: Dominic Jacangelo
Town Board members

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

Re: October 2018 work activities

My work hours for the month totaled 56, including 19 hours to meet the mandatory 24 annual hours continuing education requirements. Fees collected through this office totaled \$937.

Activities included:

- Fielded a number of complaints concerning non-conforming property issues with various degrees of resolution.
- Issued 1 new building permit for a new single family residence on Algonquin Beach Rd. Issued 5 new permits for a new detached garage, repairs and alterations, and updates to the cell tower by 2 of the cell providers having equipment on the cell tower.
- Additional complaint received from a neighbor concerning illegal dumping of trees, shrubs, possible construction debris, etc. on adjacent property where the truck traffic imperils the safety of the neighbors' children. Investigated and found a large pile of debris. Consulted with DEC and will continue the investigation when the weather breaks (recent snowfall prevented an immediate investigation). Sent a Cease and Desist letter to the property owner (dated 3/18/2018). Will provide follow up information. **Update: DEC indicated they will be investigating and I will be invited to their inspection of the premises. At this time, DEC has not notified me when the inspection will take place. Update: DEC investigation found materials not permitted under their legislation and found an abundance of tires, possibly exceeding their allowable threshold without a permit in place. Further investigation by DEC and possible fines. At the time of this report, DEC has not informed the building department of any formal action. Code enforcement had issued a cease and desist order for the questionable dumping. The dumping continued, and it was formally posted. The site is a salvage yard and the permit to operate has not been renewed at this time pending the full investigation and the determination by DEC the operations do not violate their regulations. Remains the same- will be updated next month's report. No change from the August report. Still**

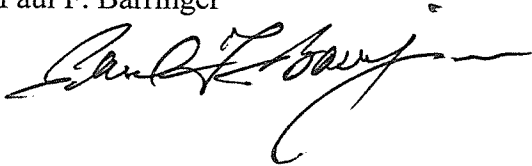
waiting for DEC report and action. No change from the September report except to report that DEC has contacted me stating there is some activity to be expected but no date given.

- Reviewing a complaint of a non-conforming use operation in a residential neighborhood. The town attorney, zoning and planning boards are involved in the review. Met with the owner of the property to review operations and inspect for possible code violations. One reported violation was found to be unfounded for non-registered motor vehicles. Condition of the property will be reviewed after the review is completed by the zoning/planning boards. **Update: Files have been researched and in the process of review. The noise violation complaint appears to have been resolved. Matter of non-conforming use has been referred to Zoning/Planning. Status remains the same.**
- Reviewing existing files on ongoing building permits with the long-term intent of closing out files. Conducting field inspections as necessary to close out the permits.
- There are 7 open building permits for new house construction. Three of the houses are long term projects with extensions. One house appears to be listed for sale and no further work is expected at this time; the work permit will be suspended when the permit expiration date is met. There are 2 open building permits for additions and 1 pole barn (permit extended 9/18) that are under review for compliance awaiting required documentation to close out the building permit. Four existing building permits in addition to the above originally issued for new house construction and/or significant modifications have been extended. Onsite inspections have taken place for compliance to the building code.
- Three Certificates of Occupancy were issued for new houses completed construction.
- 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. The owner came into the office to discuss a resolution. It was agreed to allow the owner some time to the results of the discussion and to come to a decision. The end time for the resolution was not discussed but it was agreed that the owner will accept correspondence from this office. **Update: Still open. Owner met with me to receive a building permit application and schedule a review of the premise prior to approving the building permit. The owner has not yet scheduled the review. An appearance ticket for a court date was issued to the owners for 11/19/18.**
- Conducted field inspections for compliance to SWPPP and MS4 requirements at Lochvue and Quail Meadows. Reviewed weekly reports from Ingalls Engineering for Lochvue. The engineering firm for Lochvue has been notified that the identified deficiencies and the maintenance work for SWPPP compliance needs to be addressed by the developer. Quail

Meadows SWPP inspections have resumed due to the construction. Maintenance of the collection ponds and SWPPP compliance will remain with the developer until the Lochvue subdivision is completed. Still open.

- Ongoing MS4 inspections for Quail Meadows and Lochvue have taken place. Met with town Engineer Tom Fields, Planning Board Chairman Tom Russell, and Highway Superintendent Toby Chadwick over issues at the sites and have
- Fielded a number of phone calls inquiring about building code compliance for future projects from town residents.
- Letters have been mailed to the owners of the multi-family residences to schedule the required inspections as indicated in NYS Uniform Building Fire Code not to exceed 36 months. **Five fire inspections for multi family housing were conducted. Only minor violations noted. Remaining units have not responded to the request and will be contacted again. Additional letters have been sent and only one response. Ongoing.**
- One fire call required a response for the multi-family residence, Pineview Apartments on Rte. 66. Due to a scheduled vacation, Mike Wager, Town of Sand Lake Code Enforcement Officer responded in my absence. Numerous violations were found by CEO Wager and the apartments in one building were vacated until smoke detectors were installed in the apartments. A full inspection of the premises was scheduled for a November date.

Paul F. Barringer

A handwritten signature in black ink, appearing to read "Paul F. Barringer", with a long horizontal flourish extending to the right.

November 7, 2018

Animal control calls

Robert Guyer

38 Snyders Corner Rd

Wynantskill, NY 12198

Animal Control calls

Dogs running at large - 5

Doa pickups - 4 wildlife

Ordinance questions - 6

Deer concerns 1

Robert Guyer



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: November 7, 2018

RE: Highway Activities
October 18, 201-November 7, 2018

1. Crew picking up brush & bags of leaves
2. Crew been working on equipment
3. Crew been patching holes
4. Crew been replacing culverts in driveways
5. Crew screened winter sand

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 15th day of November 2018.

RESOLUTION NO. __ OF 2018

IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS 2018

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 \$400.00 be transferred from Water Budget fund line item 8310.14 (811 Dig Safely) to Water Budget fund line item 8320.41 (Chlorine).

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 Wohleber: _____

Supervisor Dominic Jacangelo: _____

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 15th day of November 2018.

RESOLUTION NO. ___ OF 2018

**IN THE MATTER OF THE TRANSFER OF CERTAIN
GENERAL BUDGET FUNDS**

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect certain General Budget fund transfers in order 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 \$4600.00 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 15132.4 (Highway Garage).

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: _____

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 15th day of November 2018.

RESOLUTION NO. ___ OF 2018

IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect certain General Budget fund transfers in order 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 \$571.65 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 13510.4 (Dog Control).

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: _____

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 15th day of November 2018.

RESOLUTION NO. ___ OF 2018

**IN THE MATTER OF THE TRANSFER OF CERTAIN
GENERAL BUDGET FUNDS**

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect certain General 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 \$2941.00 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 173101 (Youth Director Payroll); and

That the sum of \$2018.61 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 17310.11 (Youth Summer Help); and

That the sum of \$1000.00 be transferred from General Budget fund line item 17310.2 (Youth Equipment) to General Budget fund line item 17310.4 (Youth Programs).

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: _____

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 15th day of November 2018.

RESOLUTION NO. ____ OF 2018

**IN THE MATTER OF THE TRANSFER OF CERTAIN
HIGHWAY BUDGET FUNDS**

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect certain General 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 \$10,000 be transferred from Highway Budget fund line item 251104 (General Repair 4) to Highway Budget fund line item 251304 (Machinery 4); and

That the sum of \$2392.38 be transferred from Highway Budget fund line item 251204 (Bridges) to Highway Budget fund line item 251122(Improvements).

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: _____