

JOHN T. CASEY
Attorney at Law
47 Second Street
Troy, New York 12180
Phone 518-441-8685 fax 518-274-4383

February 6, 2018

VIA E-MAIL TO *legals@troyrecord.com*

The Record
270 River Street Triangle, Suite 202 B
Troy, NY 12180

**Re: Notice of Public Hearing for Local Law No. 1 of 2019 which enacts
a sign-posting law for land use applications**

Sirs and Madams:

As Poestenkill Town Attorney, I am transmitting to you a Notice of Public Hearing to be published in the legal notices section of The Record one (1) time at least 10 days before the February 21, 2019 board meeting.

Please send the billing and the affidavit of publication to:

Hon. Susan Horton, Town Clerk
Poestenkill Town Hall
P.O. Box 210
Poestenkill, NY 12140

It is not necessary to send the billing and the affidavit of publication to me. Thank you for your attention to this matter.

Very truly yours,

s/ John T. Casey

JOHN T. CASEY
Poestenkill Town Attorney

cc: Town Board, Town Clerk

**NOTICE OF PUBLIC HEARING
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing pursuant to Town Law § 184 (2) at the Poestenkill Town Hall, 38 Davis Drive in the Town of Poestenkill, County of Rensselaer at 7:00 P.M. February 21, 2019, to consider the TOWN OF POESTENKILL LOCAL LAW NO. 1 for 2019, which would add a new subdivision D to 150-20, "Signs" of the Town Code of the Town of Poestenkill to enact guidelines providing notice to the general public of all land use applications before the Town of Poestenkill Planning and Zoning Board and Zoning Board of Appeals.

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

DATED: February 6, 2019

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

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

JOHN T. CASEY
Attorney at Law
47 Second Street
Troy, New York 12180
Phone 518-441-8685 fax 518-274-4383

February 6, 2018

VIA E-MAIL TO *legals@troyrecord.com*

The Record
270 River Street Triangle, Suite 202 B
Troy, NY 12180

Re: Notice of Public Hearing for Local Law No. 2 of 2019 which prohibits on-street parking during snow emergencies
Sirs and Madams:

As Poestenkill Town Attorney, I am transmitting to you a Notice of Public Hearing to be published in the legal notices section of The Record one (1) time at least 10 days before the February 21, 2019 board meeting.

Please send the billing and the affidavit of publication to:

Hon. Susan Horton, Town Clerk
Poestenkill Town Hall
P.O. Box 210
Poestenkill, NY 12140

It is not necessary to send the billing and the affidavit of publication to me. Thank you for your attention to this matter.

Very truly yours,

s/ John T. Casey

JOHN T. CASEY
Poestenkill Town Attorney

cc: Town Board, Town Clerk

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 21st day of February, 2019.

LOCAL LAW NO. 1 OF 2019

TO ENACT A TOWN OF POESTENKILL SIGN-POSTING LAW FOR LAND USE APPLICATIONS

WHEREAS, the Town Board of the Town of Poestenkill seeks to enact guidelines to provide notice to the general public of all land use applications brought before both the Town of Poestenkill Planning and Zoning Board and the Town of Poestenkill Zoning Board of Appeals;

NOW, BE IT THEREFORE RESOLVED, that Local Law 1 of 2019 shall be denominated the “TOWN OF POESTENKILL SIGN-POSTING LAW FOR LAND USE APPLICATIONS”; and be it further

RESOLVED, that section 150-20, “Signs” of the Town Code of the Town of Poestenkill be and hereby is amended by adding a new subdivision D to read as follows:

Section 1. Title.

This chapter shall be cited and may be hereafter referred to as the “Town of Poestenkill Sign Posting Law for Land Use Applications.”

Section 2. Legislative authority, intent and purpose.

Every application for the creation, expansion or change of a permitted land use requires that a public hearing be conducted to afford to potentially impacted residents and property owners the opportunity to be heard and to express their support, opposition and/or concerns regarding the proposed action. However, the mandated publishing of a legal notice in the designated newspaper of the town is by itself often insufficient to accomplish this objective. Accordingly, it is the intent and purpose of this local law to direct that additional public notice of any such pending land use application be given by posting directly upon the affected premises a sign setting forth in a clear and concise manner the nature and purpose of the proposed application.

Section 3. Sign requirements and posting instructions for land use applicants. Any applicant for an area or use variance, subdivision approval, site plan approval, re-zoning or other land use

or activity for which municipal approval by the Town of Poestenkill is required shall comply with the following requirements for the posting of a sign notifying the public of the nature and purpose of the pending application.

- A. An appropriate sign or signs must be posted on the site no later than seven (7) days prior to the assigned initial public hearing date to notify the public as to the identity of the applicant, the relief sought and the improvements and/or use proposed by the applicant.
- B. All signs shall meet the following requirements:
 - (1) The sign if available may be obtained by the applicant from the Town of Poestenkill or the applicant may create their own sign which sign shall be at least twenty-four inches (24") wide and twenty-four inches (24") high.
 - (2) The notice on said sign shall be legible, contain lettering at least one and one-half inches (1½") in height, and shall read as follows:

Notice

An application has been made for a (type of application e.g. area variance, subdivision, etc.) by (Name and address) for this property.

THIS MATTER IS SUBJECT TO A PUBLIC HEARING BEFORE THE TOWN OF POESTENKILL (PLANNING BOARD / ZONING BOARD OF APPEALS / TOWN BOARD – INDICATE WHICH APPLIES) TO BE HELD AT THE POESTENKILL TOWN HALL ON 38 DAVIS DRIVE, POESTENKILL, NEW YORK AT _____ P.M. ON THE _____ DAY OF _____, 20____.

FOR FURTHER INFORMATION, VISIT THE TOWN'S WEBSITE AT WWW.TOWNOFPOESTENKILLNY.ORG OR CONTACT THE TOWN HALL AT (518) 283-5100.

- (3) The sign shall be placed in a location plainly visible from a public road upon which the property fronts and shall be maintained until such time as the public hearing is concluded.
- (4) The sign shall be placed no more than five feet (5') back from the property line.
- (5) The sign shall not be placed in the Town's Highway Right-of-Way.
- (6) The base of the sign shall not be placed more than five feet (5') above ground nor lower than three feet (3') above ground.
- (7) If the subject premises has no road frontage and/or if there exist other circumstances which prevent placement as hereinabove provided, then the sign shall be located in such location as may be established by and in the sole discretion of the Town Code Enforcement Officer so as to optimize the visibility of said sign to the public.

- C. In the event of any continuation of the initial public hearing, the applicant is required to place each new public hearing date on the sign. All signs must be removed within forty-eight (48) hours after the appropriate board makes a determination on the application.
- D. The sign and notice affixed thereto must remain in place throughout the duration of the application.
- E. Any sign required by this local law shall be exempt from the sign permit fee otherwise required by the Town Code.
- F. The Town Board may by resolution and for cause amend the sign requirements as outlined in paragraphs A through E in relation to size, location and language.

Section 4. Severability.

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

Section 5. Effective date and applicability.

This local law shall take effect immediately upon adoption by the Town Board of the Town of Poestenkill and filing with the department of state of the State of New York.

MOVED BY: _____

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

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman David Hass: _____

Councilman Harold Van Slyke: _____

Councilman Eric Wohlleber: _____

Supervisor Dominic Jacangelo: _____

**NOTICE OF PUBLIC HEARING
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing pursuant to Town Law § 184 (2) at the Poestenkill Town Hall, 38 Davis Drive in the Town of Poestenkill, County of Rensselaer at 7:00 P.M. February 21, 2019, to consider the TOWN OF POESTENKILL LOCAL LAW NO. 2 for 2019, which would add a new subdivision D to section 150-19, "Parking" of the Town Code of the Town of Poestenkill to prohibit on-street parking during snow emergencies, and would enact a penalty therefor.

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

DATED: February 6, 2019

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

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

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 21st day of February, 2019.

LOCAL LAW NO. 2 OF 2019

TO PROHIBIT ON-STREET PARKING DURING SNOW EVENTS AND ENACTING A PENALTY THEREFOR

WHEREAS, the Town Board of the Town of Poestenkill seeks to keep the streets of the Town clear of vehicles during snow events so as to allow for expedient removal of snow;

NOW, BE IT THEREFORE RESOLVED, that Local Law 2 of 2019 shall be denominated the “TOWN OF POESTENKILL SEASONAL PARKING PROHIBITION LAW”; and be it further

RESOLVED, that section 150-19, “Parking” of the Town Code of the Town of Poestenkill be and hereby is amended by adding a new subdivision D to read as follows:

Section 1. Seasonal Parking prohibition. No person shall park a vehicle or trailer or place and any object on a town highway from October 1 until April 1 in such a way that it interferes with winter road maintenance including but not limited to salting, sanding or plowing of any town road.

Section 2. Ticketing. In addition to any police or peace officer authorized to issue violations under the vehicle and traffic law, the highway superintendent is hereby authorized to issue parking tickets to such offenders.

Section 3. Penalty. The Penalty for such an offense will consist of a parking violation carrying a fine of up to \$100.

Section 4. Effective date and applicability. This local law shall take effect immediately upon adoption by the Town Board of the Town of Poestenkill and filing with the department of state of the State of New York.

MOVED BY: _____

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

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman Harold Van Slyke: _____

Councilman David Hass: _____
Supervisor Dominic Jacangelo: _____

Councilman Eric Wohlleber: _____

AMENDING MINUTES OF January 3, 2019 –

At the Organizational Meeting held on January 3, 2019, Vivian Kelly was appointed as my Deputy Town Clerk and Deputy Tax Collector, with the Salary of \$19.07 per hour, term to expire 12/31/2019.

However, when the minutes were written, Vivian's positions were omitted. Therefore, please let this serve as notice that Vivian Kelly was appointed as my Deputy Town Clerk/Tax Collector.

A handwritten signature in black ink, consisting of a circle with the letters 'SH' inside, representing Sue Horton.

Thank you,

Sue Horton – Town Clerk

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
JANUARY 17, 2019
(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

Supervisor Jacangelo led the audience in the Pledge of Allegiance and opened the floor for any public comments. No one expressed the desire to speak. Supervisor Jacangelo thanked everyone for attending the meeting and there were two Scout troops representing Troop 525 and 528 who were there to observe the meeting for one of their merit badges.

Motion by Hass, seconded by Wohlleber and carried that the bills were audited for payment.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of the December 20, 2018 with the amendment that was included in the Town Board's packets. Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to accept the Town Clerk's minutes of the December 27, 2018 Year End meeting as written. Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes to accept the 2019 Organizational Meeting of January 3, 2019, with the one amendment that being the omission of Paul Jamison's reappointment to a new 5-year term to the ZBA with a term to expire 12/31/2023.

Liaison Reports:

Planning Board –January meeting was cancelled.

Zoning Board – The ZBA January meeting was cancelled due to lack of agenda items.

Fire Company – Town Board members had copies of the Fire Chief's 2018 yearly report and their monthly report for December 2018.

Library – D. Reis reported on the current activities at the Library which include the May 4th Spring Market Day.

Youth Advisory Board-Youth Director reported on the happenings of the Youth Board.

CAC- They will be meeting next week.

Correspondence: Memo dated January 2nd from Charter Communications reviewing the new program line up.

Discussion Items:

Sign Posting Draft law-The Town Board is seeking to enact guidelines to provide notice to the public of all land use applications brought before both the Planning and Zoning Board. The draft law has been forwarded to the Zoning and Planning Board for their comments. There was a discussion among Town Board members as to whether the Town Attorney could use generic language in Section #3 of proposed Local Law #1-2019 by producing a template for the required information and be made as a resolution by the Town Board and this would alleviate the necessity of having to re-do the actual Local Law each time. There were several more Sections that Town Board members wanted removed from the draft Local Law going forward. The Public Hearing was set for February 21st at 7 p.m. Councilman Hass will produce a model sign to have for review at the Public Hearing.

Archive Grant Application-Supervisor Jacangelo stated that he has been working on getting a grant for the Assessor's and Building Dept. offices to digitize the records in these two offices.

Local Law No. 1-2019 Parking on Town Roads during winter months - Supervisor Jacangelo stated that he put the no parking information on the Town's Facebook page. Councilman Hass wanted to know if just by telling people and getting the word out about no parking on Town roads during in climate/emergencies weather would be sufficient as opposed to making it a law. Supervisor Jacangelo stated this means does not work. A Public Hearing is scheduled for February 21st at 7 p.m.

Action Items:

Authorize Supervisor to sign 2019 Animal Shelter Agreement-Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes to authorize the Supervisor to sign the 2019 Animal Shelter Agreement for Mohawk Hudson River Humane Society.

Resolution #1-2109-Creating and Funding Contingency Fund in the Water Budget-IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL CREATING AND FUNDING A THIRTY THOUSAND DOLLAR (\$30,000) CONTINGENCY FUND IN THE WATER BUDGET be it resolved that the Town Board hereby creates a (\$30,000) Contingency Fund in the Water Budget, appropriates that amount from the Town's unappropriated balance and transfer that amount into the Water Budget Contingency Fund.

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Supervisor Jacangelo was informed by R. Brunet Water Manager that there are several leaks within the water system and he and R. Young are working on the issue.

Reports:

Supervisor's Report- Supervisor Jacangelo reported that he resolved the lighting issue outside of the Town Hall and that he is working on an archive grant etc. He further stated that the new assessor's clerk and building dept clerk are working out very well. He also noted that there is a new description for the Working Highway Supervisor and that the Highway Superintendent will go through the process and fill the position.

Town Attorney's Report – Mr. Casey reported on the matters that he worked on since the last Town Board meeting which include the local laws, a resolution and that he appeared in court on a violation.

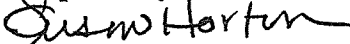
Town Clerk's Report – Motion by Van Slyke, seconded by Wohlleber and an oral vote of 5 ayes to accept the Town Clerk's report of December 2018. The total amount received in the Clerk's office was \$9,586.59 and of that amount \$9,480.97 remitted to the Supervisor. The Town Clerk also presented her 2018 Revenue and Disbursement report. Town Board members had copies of this report. 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.

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #1-2019 in the amount of \$36,227.23. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #2-2019 in the amount of \$403.28.

Motion by Hass, seconded by Van Slyke and carried to adjourn this meeting at 7:50 p.m.

Respectfully submitted,



Susan Horton

Town Clerk

Charter

COMMUNICATIONS

January 18, 2019

Re: Charter Communications – Upcoming Changes

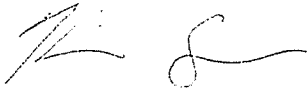
Dear Municipal Official:

At Charter (locally known as Spectrum), we continue to enhance our services, offer more of the best entertainment choices and deliver the best value. We are committed to offering our customers with products and services we are sure they will enjoy. Containing costs and efficiently managing our operations are critical to providing customers with the best value possible. Like every business, Charter faces rising costs that require occasional price adjustments. As a result, customers will be notified that **effective on or after February 21, 2019**, pricing will be adjusted for the following residential video service:

- Broadcast TV Surcharge will change from \$9.95 to \$11.99

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

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications

21

20 Century Hill Drive
Latham, NY 12110

KENNETH HOHMAN and LORI FRIDAY
329 Plank Road
Poestenkill, NY 12140
(518) 596-6810

January 18, 2019

NYS Appellate Division, Third Department
Attn: Mr. Robert Mayberger, Chief Clerk
Robert Abrams Building for Law and Justice
State Street, Room 511
Albany, New York 12223

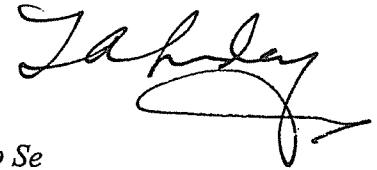
Re: Kenneth Hohman and Lori Friday v. Town of Poestenkill, et al.
Docket No. 527125
Originating Court No. 259229

Dear Mr. Mayberger:

We are the Appellants in the above-referenced matter. Pursuant to §1250.9(b) of the Practice Rules of the Appellate Division, we respectfully request a sixty (60) day extension of time to perfect our appeal.

Thank you for your courtesy in this matter.

Very truly yours,



Kenneth Hohman, *Pro Se*
Lori Friday, *Pro Se*

TO: Town of Poestenkill
Jack Casey, Town Attorney
Poestenkill Town Hall
38 Davis Drive
Poestenkill, New York 12140

Dominic Jacangelo, Supervisor
Town of Poestenkill
Poestenkill Town Hall
38 Davis Drive
Poestenkill, New York 12140

TO: June Butler, Councilwoman
Town of Poestenkill
Poestenkill Town Hall
38 Davis Drive
Poestenkill, New York 12140

David Hass, Councilman
Poestenkill Town Hall
38 Davis Drive
Poestenkill, New York 12140

Harold Van Slyke, Councilman
Town of Poestenkill
Poestenkill Town Hall
38 Davis Drive
Poestenkill, New York 12140

Eric Wohlleber, Councilman
Town of Poestenkill
Poestenkill Town Hall
38 Davis Drive
Poestenkill, New York 12140



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

PLANNING BOARD AGENDA

January 2, 2019

CANCELLED

7:30 Meeting Opens – Pledge of Allegiance

Minutes of the December 4, 2018 Meeting

Public Comments

Old Business:

Organization:

Other:

Judy Grattan	to attend January Meetings
Jeff Briggs	to attend February Meetings
Tom Russell	to attend March Meetings

PLANNING BOARD MEETING

FEBRUARY 5, 2019

CANCELLED



Zoning Board of Appeals

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

AGENDA

Zoning Board of Appeals

January 8, 2019 @ 7:30 pm

MEETING OPENS – PLEDGE OF ALLEGIANCE

CANCELLED

Organizational:

Other:

**Paul Jamison
Kevin McGrath
Michael Colello**

**to attend January Meeting
to attend February Meetings
to attend March Meetings**



Zoning Board of Appeals

TOWN OF POESTENKILL

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

AGENDA

**Zoning Board of Appeals
February 12, 2019 @ 7:30 pm**

MEETING OPENS – PLEDGE OF ALLEGIANCE

CANCELLED

Organizational:

Other:

**Kevin McGrath
Michael Colello
Susan Kalafut**

**to attend February Meetings
to attend March Meetings
to attend April Meetings**

Poestenkill Fire Company
Custom Summary Report
 January 2019

	Jan 19
Income	
Reimbursement	119.88
Total Income	119.88
Gross Profit	119.88
Expense	
Awards	1,320.00
Building Fuel (heating)	
East Poestenkill (propane)	399.07
Main Station (Propanel)	3,297.82
Total Building Fuel (heating)	3,696.89
Building Maintance	
Main Station	35.67
Refuse	169.73
Total Building Maintance	205.40
Electric	
East Poestenkill	165.05
Main Station	21.02
Total Electric	186.07
Equipment	
New Equipment	19,963.28
Total Equipment	19,963.28
Fire Trucks	
Fuel	197.41
Total Fire Trucks	197.41
Insurance	
Accident & Sickness	1,745.00
Total Insurance	1,745.00
Internet & Phone	104.22
Medical Supplies	401.19
Memorial Donation	105.00
Office Supplies	
Postage	200.00
Total Office Supplies	200.00
Physicals	120.00
Porfessional Services	1,000.00
Purchases	226.15
Security Alarm	65.00
Solar	156.28
Telephone	
East Poestenkill	40.63
Main Station	53.44
Total Telephone	94.07
Training	286.00
Water Tax	355.31
Total Expense	30,427.27
Net Income	-30,307.39

CAC Report to Town Board

Feb 21, 2019

Last year, with a resolution of support from the Town Board, the Poestenkill Conservation Advisory Council (CAC) applied to the New York State Department of Environmental Conservation Hudson River Estuary Program for a grant to support the CAC in updating the Town's Natural Resources Inventory. The Natural Resources Inventory is a support document for the Town's Comprehensive Plan. The existing natural resource document was completed in 1998 and should be updated in anticipation of updating the Town's 2006 Comprehensive Plan.

Although that grant request was not successful, the Hudson River Estuary Program selected the Poestenkill CAC proposal as a pilot in a new program to assist towns in preparing and updating their Natural Resources Inventories. The pilot program is a partnership between the Town, the Rensselaer Land Trust, and Cornell University. Rensselaer Land Trust and Cornell University Department of Natural Resources are providing technical assistance and GIS mapping support for the project with funding from the Environmental Protection Fund through the New York State Department of Environmental Conservation Hudson River Estuary Program. The CAC has formed a subcommittee of volunteers to coordinate the research and write the updated document at no cost to the tax payers of the Town. Working with the partners, the CAC will also coordinate public participation in the updating process. We invite any Poestenkill residents who want to help to contact a CAC representative. The full NRI document is expected to be available in Winter 2019-2020.

The Poestenkill NRI will include descriptions of the Town's topography, geology, soils, water resources (streams, lakes, ponds, groundwater), biological resources (plants, animals, and habitats such as forest, meadow, and wetlands), agricultural lands, scenic areas, outdoor places for public recreation, and cultural and historic resources.

The NRI will include three basic components: maps, associated data and information sources, and a descriptive report. Maps will show the location and extent of resources such as forests, surface and ground waters, farmland, and scenic areas in the Town. They provide a visual way to understand patterns of natural and cultural resources and how they relate to each other and to nearby developed areas. Associated data will explain aspects of the maps and the information they are based on, as well as presenting in tabular or other form data that are not easily mapped. Finally, the descriptive report will provide summaries of each resource, explain their ecological significance and human uses, and discuss conservation, stewardship, and land use planning considerations.

The NRI will be a reference document for use by town agencies, landowners, and others seeking information about the specific nature of Poestenkill's resources and landscapes. It will provide the Town Board, the Zoning Board of Appeals, the Planning Board, the CAC and others with information highly relevant to comprehensive planning, policy-making, and determining

the effects that land use decisions may have on important resources of the Town. In addition, it can be used by landowners in making decisions about the most desirable use of their land or simply as a source of information that can help them better appreciate the land they own and its relationship to the Town as a whole. It will also be available to potential developers or prospective residents in assessing the resources the Town has to offer.

Jeffrey Briggs

Chairperson, NRI Subcommittee

Library Lease Agreement

2019

This Lease Agreement is effective as of the 1st day of January, 2019 between the **Town of Poestenkill**, a municipal corporation and political and geographic subdivision of the County of Rensselaer, State of New York, having offices at the Poestenkill Town Hall on Davis Drive in the Town of Poestenkill (hereinafter the "Lessor") and the **Poestenkill Library**, an education corporation duly chartered by the Regents of the State of New York, and having offices at the Poestenkill Library Building located on 9 Plank Road in the Town of Poestenkill (hereinafter the "Lessee").

1. Premises

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

2. Term

The term of this Lease shall start on January 1, 2019 and shall extend through December 31, 2019. Provided that the Lessee substantially complies with the terms and conditions of this Lease and provided further that the Lessee dutifully and satisfactorily continues to supply library services to the Town and its residents as set forth in the separate annual Library Services Agreement between the parties hereto, this Lease shall be renewable annually for a term of one year at the option of the Lessee for a total of twenty (20) years from the inception of the initial lease (i.e., through December 31, 2021). Subject to the foregoing, each year during said twenty year period the Lessee shall be deemed to have exercised its option to renew this Lease for the following year unless the Lessee gives to the Lessor written notice no later than September 1 of the Lessee's intent to not renew for the following calendar year. After December 31, 2021, the Lease may be renewed for such period and upon such terms as might be then agreed upon and duly memorialized by the parties.

3. Rent

Lessee agrees to pay Lessor, without demand, as rent for the premises, the sum of ONE DOLLAR (\$1.00) per year, payable in January of each year, together with other good and valuable consideration, including especially the providing of library services to the residents of the Town as described and set forth in a separate annual Library Services Agreement between the parties hereto.

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2019

4. Use of the premises

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

5. Condition of the Premises

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

6. Assignment and Subletting

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

7. Alterations and Improvements

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

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

8. Damage to the Premises

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

9. Dangerous Materials

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

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2019

10. Utilities

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

11. Maintenance and Repair

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

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

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

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

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

12. Animals

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

13. Right of Inspection

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

14. Holdover by Lessee

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

15. Surrender of Premises

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

16. Abandonment

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

17. Renewal

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

18. Security

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

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2019

19. Insurance

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

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

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

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

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

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

20. Binding Effect

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

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2019

21. Governing Law

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

22. Severability

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

23. Entire Agreement

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

24. Notices

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

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

Poestenkill Library (Lessee)

Town of Poestenkill (Lessor)

By: _____

By: _____

POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2019

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

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

DOMINIC J. JACANGELO

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

Notary Public

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

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

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

Notary Public

Town of Poestenkill Library Services Agreement for 2019

THIS AGREEMENT, effective as of the 1st day of January, 2019, by and between the **TOWN OF POESTENKILL**, such Town being a municipal corporation, located in the County of Rensselaer and State of New York, hereinafter designated as the party of the first part, and the **POESTENKILL LIBRARY**, an education corporation duly chartered by the Regents of the State of New York, having its offices in the Town of Poestenkill, County of Rensselaer, State of New York, hereinafter designated as the party of the second part.

WITNESSETH:

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

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

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

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

1. The party of the second part shall make its existing and any increased library services available to all residents of the Town of Poestenkill.

2. The party of the second part shall continue to maintain adequate and suitable staff and resources for the furnishing of such library services to the residents of the Town of Poestenkill.

3. For the purpose of facilitating the provision of the aforesaid library services, the party of the first part shall lease to the party of the second part certain previously defined space in a newly renovated stand alone facility located at 9 Plank Road in the Town of Poestenkill. It is anticipated that the terms and conditions of said lease shall be memorialized in a separate written agreement between the parties hereto, to be executed annually.

4. The party of the first part, upon presentation by the party of the second part of a voucher and claim in proper form to the party of the first part, shall pay to the party of the second part the sum of **Seventy-One Thousand, Two Hundred Ninety (\$71,290.00)** as hereinafter provided.

5. It is understood and agreed that it is the intent of this Agreement that any moneys payable hereunder from the party of the first part to the party of the second part shall be deposited by the party of the first part in an interest-bearing account and released to the party of the second part on or before March 1, 2019 in a single lump sum payment of **Seventy-One Thousand, Two Hundred Ninety (\$71,290.00)**, together with any accrued interest on the moneys deposited by the party of the first part as hereinabove set forth.

6. This Agreement shall continue for a period of one (1) year commencing on the 1st day of January, 2019 and extending through December 31, 2019.

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

THE TOWN OF POESTENKILL

By: _____
Dominic J. Jacangelo,
Poestenkill Town Supervisor

POESTENKILL LIBRARY

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

Town of Poestenkill 2019 Library Services Agreement

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

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

DOMINIC J. JACANGELO

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

Notary Public

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

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

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

Notary Public

SENIOR CITIZENS SERVICE AGREEMENT FOR THE YEAR 2019

This Service Agreement is made and executed in duplicate this _____ day of _____, 2019, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the state of New York, hereinafter also referred to simply as “the **Town**” whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Poestenkill Seniors**, a private, not-for-profit unincorporated association, hereinafter also referred to simply as “the **Seniors**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, NY 12140, as follows:

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

Section I

Purpose and Intent

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

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

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

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

Section II

Services Provided

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

Section III

Term of Agreement

This Service Agreement shall be in effect for the calendar year 2019 and shall be automatically renewed on an annual basis thereafter unless either party shall give written notice to the other, not less than ninety (90) days prior to the expiration of any year, of intent to not renew said Service Agreement for the following year. The Service Agreement shall be reviewed by both parties annually and through mutual agreement, amended if and as appropriate.

Section IV

Consideration

In consideration for the **Seniors** providing senior citizen services as hereinabove described, the **Town** agrees to contribute annually to the **Seniors** that sum, if any, as may be reasonably established by the Poestenkill Town Board, including any amounts, which may be obtained for such purpose in the form of State or Federal Financial assistance. For the calendar year 2019 said sum shall be in an amount not less than **Three Thousand Five Hundred Dollars (\$3,500.00)** or such lesser amount as may reflect that portion of services rendered by the **Seniors** which benefits aged citizens of the Town of Poestenkill. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to the **Seniors**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that except for State or Federal funding, the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill. The **Seniors** shall provide to the Town such receipts and vouchers as shall be required to document that Town funding has been utilized for its intended purpose.

Section V

Indemnification

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

Section VI

Management

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

Section VII

Notices

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

Section VIII

Binding Effect on Successors and Assigns

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

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

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

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

On this _____ day of _____, 2019, before me, the subscriber,

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

NOTARY PUBLIC

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

On this _____ day of _____, 2019, before me, the subscriber,

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

NOTARY PUBLIC

Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2019

This Service Agreement is made and executed this _____ day of _____, 2019, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the State of New York, hereinafter also referred to simply as “the **Town**”, whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Sullivan-Jones VFW Post 7466**, a chapter of the Veterans of Foreign Wars patriotic organization, hereinafter also referred to simply as “**VFW Post 7466**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, New York 12140, as follows:

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

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

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

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

WHEREAS, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with **VFW Post 7466** for the purpose of continuing to provide the aforescribed services to the Town and to formally clarify the bases for the **Three Thousand**

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2019 SERVICE AGREEMENT*

Five Hundred Dollars (\$3,500.00) heretofore appropriated to **VFW Post 7466** for the fiscal year 2019;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **Town** hereby appoints **VFW Post 7466** as the **Town's** agent for the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day within the Town of Poestenkill.
2. **VFW Post 7466** hereby accepts such appointment and agrees to undertake the planning, conduct and oversight of such observance and celebration activities.
3. It is understood and agreed that of the total sum of **Three Thousand Five Hundred Dollars (\$3,500.00)** heretofore appropriated by the **Town** to **VFW Post 7466** for the fiscal year 2019, an amount up to **Five Hundred Dollars (\$500.00)** may be used by **VFW Post 7466** for the purpose of defraying the rental or maintenance of rooms for holding meetings of **VFW Post 7466** pursuant to subdivision 13 of Section 64 of the Town Law of the State of New York.
4. It is further understood and agreed that of the total sum of \$3,500.00 heretofore appropriated to **VFW Post 7466** for the fiscal year 2019, any balance remaining after the application of the amount provided in the previous paragraph for defraying the rental or maintenance expenses of meeting facilities shall be expended in the proper observance of the patriotic holidays hereinabove listed, all in accordance with subdivision 12 of Section 64 of the Town Law of the State of New York..
5. **VFW Post 7466** shall provide to the **Town** such receipts and vouchers as shall be required to document that **Town** funding has been utilized for its intended purpose.
6. The nature and scope of services and resources provided to the **Town** and its residents by **VFW Post 7466** pursuant to this Service Agreement shall be at the sole reasonable discretion of **VFW Post 7466**, provided that such activities are lawful and advance the patriotic purposes outlined above.
7. This Service Agreement shall be in effect only for the calendar year 2019 but may be renewed on an annual basis thereafter, either upon the same terms and conditions as this Agreement or subject to such revisions and modifications as the parties hereto might agree upon and memorialize in said new Agreement.
8. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to **VFW Post 7466**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill.

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2019 SERVICE AGREEMENT*

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

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

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

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

TOWN OF POESTENKILL

By: Dominic J. Jacangelo, Town Supervisor

Dated: _____

SULLIVAN-JONES VFW POST 7466

By:

Dated: _____

TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2019 SERVICE AGREEMENT

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

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

DOMINIC J. JACANGELO

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

Notary Public

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

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

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

Notary Public

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

January 2019

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:		\$ 2.76
Marriage License	2 @ \$ 7.50 each	\$ 15.00
Marriage Certificate	2 @ \$10.00 each	\$ 20.00
Marriage Transcript	@ \$10.00 each	\$
A1255 Total Town Clerk Fees		\$ 37.76
Peddler's Permit		\$
A1289 Registrar		\$ 50.00
A2655 Minor Sales - Copies (certified copy) -		\$ 10.00
A2530 Games of Chance (Bell Jar)		\$
A2544 Local Fee for dogs (14) dogs -		\$ 110.00
A2115 Planning Board Fees Planning -		\$
A2555 Building Permits		\$ 345.00
A2501 Junkyard License		
A2268 Impoundment fees		\$
A2720 Water Meter Fee - 1001 Water Benefit Charge - \$351.36		
A2240 Misc. Water Charges -		\$
A2710 Water Permit Fee		\$
1001 Water billing \$8,377.04		
Total Water Charges		\$ 8,728.40
REVENUE TO SUPERVISOR		\$ 9,281.16
Amount paid to State Comptroller for Games Chance License		\$
Amount paid to DEC for Conservation Licenses		\$ 47.24
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program		\$ 60.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 45.00
TOTAL DISBURSED		\$ 152.24
February 6, 2019 Dominic Jacangelo, Supervisor		
TOTAL AMOUNT RECEIVED BY CLERK		\$9,433.40
State of New York, County of Rensselaer, Town of Poestenkill, Susan Horton, being duly sworn says that she is the Clerk of the Town of Poestenkill the foregoing is a full and true statement of all Fees and Moneys received by her during January Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of February 2019.		

Susan Horton



OFFICE OF THE
ASSESSOR

Town of Poestenkill

38 Davis Drive | P.O. Box 210

Poestenkill, NY 12140

518.283.5100 (Phone)

518.283.7550 (Fax)

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR
ASSESSOR'S REPORT FOR JANUARY 2019

We continue to receive new and renewal exemption applications for Enhanced STAR, Aged, Agriculture, Disability, and Clergy.

We have received an increase of calls and questions about the changes to the Enhanced STAR.

We continue to receive deed and split merger information from the County.

The office is running very well with Betsy taking over for Lana as of January 1.

Constituent relations continue to be good during this period.

Respectfully submitted,

Brian M. Jackson
Assessor
Town of Poestenkill

cc: Susan Horton, Town Clerk

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

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

From: Robert Brunet, P.E. / Water Manager

Date: February 14, 2019

RE: Monthly Activities (Jan-Feb)

Monthly Activities – (Jan-Feb)

Daily 811 Reports – All Dig Safe daily requests were received and responded to appropriately. Additionally, I will be attending the Annual 811 Seminar in Saratoga on March 19th.

From an overall viewpoint---this was the most challenging month in a long time, mostly because of **“outside influences”**, specifically, the problem in Brunswick in which they had to turn off all water to Poestenkill (this is discussed later in the report) and , secondly, because of the unusual nature of the power failure which had a significant impact on our pump operations on Friday, Jan 25th (again, this is discussed later). Furthermore, the extreme cold temperature caused one of our pipes at the pump station to freeze, requiring treatment. I do not ordinarily go into many of the day to day problems; however, for this month I thought that I would do so, for your information. Otherwise, everything is going well and normal maintenance is being performed as required. Additionally, we have been investing a significant effort on updating and maintaining our water facilities. Also, we have upgraded our efforts at leak locating, beginning with fire hydrant leakage; our analysis indicates that we are not satisfactorily accounting for our total water pumped. We are working on this problem..

Performed required NYSDOH functions for our system; for example take daily (7 days per week) water data at pump house, add chlorine as required, and test water sample at Town Hall. This information is then entered into the DOH 360 REPORT on a daily basis.

Worked on Street Valve “Exercise Program” to prioritize and exercise the critical street valves in our system.

Prepared and Submitted required NYSDOH MONTHLY 360 Report and Bender Labs reports to the RCDOH. All Bender Lab results for the month were satisfactory.

On February 6th we took the NYSDOH required water samples at the Town Hall and at the Poestenkill Fire Department and delivered them to the Bender Labs to be tested for Trihalomethanes (THMs) and for Haloacetic Acids (HAA5); This is required quarterly.

On Saturday, January 12th we performed maintenance functions on the large emergency generator located at the pump station; some of these functions involved running the generator for a period of time and checking the output voltages for accuracy. Also performed the monthly operational test on the 5KW generator used for field emergency issues

Inspected 2 new water installations

2 new meters were installed.

Handled several customer complaints

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

Working on updating the NYSDOH required **Vulnerability Study** and on the **Cyber-Security Study**.

Began gathering 2018 testing results for the upcoming NYS Health Dept. required **Annual Water Quality Report**.

Completed **Water Supply Emergency Response Plan** for Poestenkill Water Supply and submitted this Plan to the Rennselaer County Dept. of Health, as required.

Worked on reprogramming metering pump #2.

Received the required annual testing schedule for 2019 from the RCDOH; Basically, it is the same as for 2018. Significant changes are expected for 2020, as mandated by the tightening requirements from NYSDOH.

Repaired the ACU (Automatic Calling Unit – the Sensaphone 2000). This is the ACU which automatically calls my cellphone (24/7) to notify me of any problems at the pump station, such as a power failure, etc.

EMERGENCY SITUATION IN BRUNSWICK: On Thursday night, Jan 24th, at 6:15 pm we received a call from Brunswick that a car had wiped out a fire hydrant near

Moxies Stand on Spring Avenue Extension. It was stated that the damage was so bad that Brunswick had to shut off the water in the main line, which is the only feed of water from Brunswick to Poestenkill. We immediately shut down our pumping station to avoid operational problems and proceeded to take other required steps to protect our system. We met with Bill Bradley (Brunswick water manager) at the damage site to insure that his procedure would not jeopardize our system when the repairs were made. It should be mentioned here that the absence of input water from Brunswick to Poestenkill did not impact on our customers' availability of water since, we had the backup designed into our system of the gravity flow from the tank on Hinkle Road feeding our system. During the night we maintained vigilance over our system and restored our pumping station to normal full operation at 7 am on Friday, the next morning. Overall, the problem was fixed, with no adverse impact on our customers, no outside contractor costs to us, and no negative impact on our system. There were a couple of customer calls notifying me of some cloudiness in the water. I explained to them the details of the problem caused by the accident in Brunswick and told them that the water was safe to drink and that the cloudiness would disappear shortly, as the turbidity in the system is reduced. They appreciated our response and understood the problem. As of 2/7/2019 Brunswick had replaced the hydrant.

POWER OUTAGE AFFECTING MUCH OF POESTENKILL: On Friday, Jan 25th the commercial power went out, affecting Town Hall and the pump station. The nature of this outage was very different than past outages in that in the past the power stayed off for a couple of hours and was then restored; in these past cases the pumps automatically restarted and everything was ok. In this particular current outage the power continued fluctuating on, off, on, off, on, off, on, off, etc. for about an hour. The result was that our pumps did not re-start and required significant attention and follow-up to insure proper operation. We are working to identify the Tigerflow programming required to eliminate the problem in the future, should this problem reoccur. This power failure did not impact our customers' availability of water since we had the backup designed into our system of the gravity flow from the tank on Hinkle Road feeding our system

FREEZING WEATHER CONDITIONS: Worked on and fixed a freezing piping situation at the pump station. This was caused by the coldness penetrating the chemical room at the pumphouse through the large ventilation windows (not airtight) required for ventilation during the summer months. To fix the problem, we constructed exterior wooden insulation shields which will solve our winter problem, but which can easily be removed during the summer months for proper thermostatically controlled operation during the high temperature periods. We also installed a small fan to redirect the warmer air near the ceiling to the lower portion of the pump room where the frozen pipe is located.

EMERGENCY SHUTDOWN OF THE TWO PUMPS: On Wednesday, February 06, 2019, the two main pumps stopped working and I was notified of the problem via a call on my cell from the ACU. Total power at the pump station had to be turned off until the cause of the problem was identified, and corrective action was taken. Troubleshooting

identified the problem as a defective solenoid which operates the bypass valve which controls the water flow in the 6" main piping within the pump station. Service was restored by manually operating the bypass valve and a permanent fix was accomplished on the weekend.



TOWN OF POESTENKILL

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

February 14, 2019

To: Dominic Jacangelo
Town Board members

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

Re: January 2019 work activities

My work hours for the month totaled 46. Fees collected through this office totaled \$390. Activities included:

- Issued 1 new permits for a new house to begin construction during the spring.
- 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. No change from last report. Status still the same for this report; awaiting DEC report.**
- Reviewing a complaint of a non-conforming use operation in a residential neighborhood. The town attorney, zoning and planning boards are

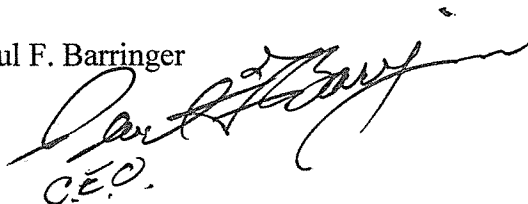
involved in the review. Met with the owner of the property to review operations and inspect for possible code violations. One reported violation was found to be unfounded for non-registered motor vehicles. Condition of the property will be reviewed after the review is completed by the zoning/planning boards. **Update: Files have been researched and in the process of review. Met with owners of the property and business on 12/27/18. Owner maintains that the operation is “grandfathered” that would allow present use/occupancy. Research completed does not support owner’s belief of existing variance for operation. Business owner stated he is actively seeking approval in adjacent town to relocate the business. Reached out to Mr. Basle for the purpose of scheduling a meeting with the business owner and the neighbors on Abbott Dr. to discuss the business’ transition from this community to another. Meeting to be scheduled at future date.**

- Reviewing town ordinance related to above and sending letters to known violators reminding them of the ordinance with the goal of voluntary compliance. One eviction letter was sent to a homeowner related to the above and the occupation of the rental unit that has not received a certificate of occupancy for the building permit that had expired. There is also evidence of a change of use of the structure located within the hamlet.
- 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.
- Upon the retirement of long time employee, Lana Cassidey, her duties has been assumed by Lynn Kane, Planning/Zoning Secretary. Our combined efforts are working to extend the available time for the building department resulting in clearing open building permits and servicing town residents.
- There are 8 existing open building permits for new house construction. Three of the houses are long term projects with extensions. Two houses appear to be listed for sale and no further work is expected at this time; one work permit will be suspended when the permit expiration date is met. There is one open building permits for an addition and 1 pole barn (permit extended 9/18) that are under review for compliance awaiting required documentation to close out the building permit. Onsite inspections have taken place for compliance to the building code.
- 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. Court appearance was rescheduled for 11/26/2018 and the owner agreed to provide the stamped building plans, open the premises for inspection and review for the Code Enforcement Official, and pay for the building permit. Stamped plans were received and the homeowner is going to submit the application with fee. At this time, the homeowner has not submitted a completed application with the appropriate fee. The homeowner is questioning the building permit fee and has had a discussion with the town assessor to determine the property tax impact. Reminder phone calls have been made. By the time of the next monthly report, the matter will be discussed with the town attorney, if no application and fee has been received.

- 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. Both sites may be looking at winter stabilization and shutdown if no work is ongoing. At present time, no construction is taking place at Lochvue and SWPPP inspections are suspended due to winter and lack of activity. At Quail Meadows, weekly inspections are continuing due to the construction of one house but will be suspended when compliance to identified deficiencies are corrected. Update: no soil disturbance construction is taking place and the weekly inspections have been suspended due to winter.
- 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. **Fire inspections have been completed for all multi-family residences except one. Only minor violations have been noted to this date.**
- Attended a bi-monthly MS4 meeting at the Rensselaer County Office Bldg. Will be hosting a meeting in town hall in May.
- Working on compliance with FEMA Floodplain Management requirements.

Paul F. Barringer



C.E.O.

Michelle Asquith

From: Bob Guyer <straydawg302@gmail.com>
Sent: Wednesday, February 13, 2019 3:51 PM
To: Michelle Asquith
Subject: Re: Monthly Report

Animal Control Calls - January 2019

Total Call -11

Barking Complaints - 2

Running at large - 7

Aggressive Dog - 1

Check conditions of Animals - 1

Bob Guyer
Animal Control Officer

Sent via the Samsung Galaxy S8 Active, an AT&T 5G Evolution smartphone

----- Original message -----

From: Michelle Asquith <secpoest@nycap.rr.com>

Date: 2/13/19 12:43 PM (GMT-05:00)

To: brian.jackson@rensselaerny.gov, 'Betsy Pinho' <pinho.betsy@gmail.com>, 'Paul Barringer' <pbarringer@poestenkillny.com>, 'Bob Guyer' <straydawg302@gmail.com>, 'Lynn Kane' <pzclerk@poestenkillny.com>

Subject: Monthly Report

Hello Everyone,

Just reminder I need your monthly reports Thursday, Feb. 14,2019 for the board meeting next week.

Thank you,

Michelle



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

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

From: Highway Superintendent- Toby Chadwick

Date: February 13, 2019

RE: Highway Activities
January 11, 2019-February 13,2019

1. Crew been out plowing and sanding roads.
2. Crew been out picking up deer
3. Crew been out patching holes
4. Crew been out cleaning ends of culverts from heavy rains
5. Crew been out picking up Christmas tree's
6. Crew been working in shop replacing sander chain -104
7. Crew been hauling winter sand
8. Crew been helping town of Grafton hauling winter sand