

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
DECEMBER 19, 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

Motion by Supervisor Jacangelo, seconded by Councilman Hass carried that the monthly bills had been audited for payment.

Supervisor Jacangelo opened the meeting with the Pledge of Allegiance and immediately opened the floor for the first of two Public Hearings. The first Public Hearing opened at 7 p.m. on the Amendment to the Franchise Agreement between the Town of Poestenkill and Spectrum. With no public comments from people in attendance and Town Board members the hearing closed at 7:05 p.m. A copy of the Amendment has been filed in the Town Clerk's office. The formal vote on the Amendment will take place during the Action Items on the agenda. The Affidavit of Publication is on file in the Town Clerk's office.

Public Hearing – Fire Protection Service Agreement - The hearing opened at 7:05 p.m. and with no comments from town residents and board members the hearing was closed. The Affidavit of Publication is on file in the Town Clerk's office.

Supervisor Jacangelo opened the floor for Public Comments. There being no comments, this portion of the meeting was closed.

Motion by Councilman Hass, seconded by Councilman Wohlleber and an oral vote of 5 ayes to accept the Town Clerk's minutes of November 21, 2019, as written.

Presentations – Poestenkill Natural Resources Inventory - CAC Member, Jeffrey Briggs presented Town Board members with the Poestenkill Natural Resources Inventory – 2019 and elaborated on the document. He stated in cooperation with local leadership, the Conservation Advisory Council (CAC) of the Town of Poestenkill updated the existing natural resources inventory (NRI) for the Town that was developed in 1998. The CAC worked with partners that provided technical and financial assistance, including NYSDEC's Hudson River Estuary Program, County of Rensselaer, and the Rensselaer Land Trust. As part of this project, the CAC created the series of 22 maps that are included in the NRI. The NRI is comprised of the maps and corresponding narrative, written by CAC volunteers, that describes local natural resources in detail. Supervisor Jacangelo thanked the CAC and all involved with this project. He stated that all the groups involved have produced to the Town a wonderful resource for the Town of Poestenkill.

This document is available to the public through the Town library and on the Town website.

Liaison Reports:

Planning Board –Town Board members had copies of the Planning Board’s meeting minutes of December 3, 2019. Chairman T. Russell reported on the meeting. A memorandum regarding 2020 Planning Board appointments was also available for review. These appointments will be taken up at the Organizational Meeting in January 2020.

Zoning Board –Town Board members had copies of the ZBA meeting minutes of December 3, 2019. Chairman P. Jamison reported on the meeting. A memorandum regarding 2020 ZBA appointments was also available for review. These appointments will be taken up at the Organizational Meeting in January 2020.

Fire Company – Town Board members had copies of the Fire Co. November report. Supervisor Jacangelo stated that the Fire Company’s Installation Dinner will be held on January 25, 2019.

Library – L. Lundgren reported on the activities at the Library and stated that the Holiday Lights Campaign is going very well. L. Lundgren wanted to thank Dominic for all his cooperation and efforts in making the Library a wonderful place and looks forward to working with the Board and our new Supervisor. Supervisor Jacangelo stated no matter what a pain the Library building is with its little idiosyncrasies, he thinks it is important to invest in the Library as it represents the “Character of our Community.”

Youth Advisory Board- Youth Director, T. Buckner updated the Board on the activities that were happening with the Youth Board.

CAC- Supervisor Jacangelo stated that members have been working on the Natural Resource Inventory.

Correspondence:

Charter Communications – Town Board members had copy of letter dated December 10, 2019 regarding some channel changes.

Letter from Court Office - Letter dated November 27, 2019 from the Poestenkill Town Court, from Judge Kronau and Judge Slavin stating pursuant to Uniform Justice Court Action Section 2019-a, it is the duty of every justice to present his/her records and docket, at least once a year, to the auditing board of the village/town, which shall examine records.

Therefore, the court’s records and docket are available to be presented for such examination. When the audit is complete, all findings will be sent to OCA’s Internal Audit Services.

Discussion Items:

Discussion of Non-Conforming Use Proposal and Comments – Supervisor Jacangelo stated that a lengthy email was distributed by J. Grattan, Planning Board member regarding this matter. All departments had discussions regarding this proposal and at this point and time it will be held over until January 2020 in which time, the Town Board will have more time to focus on this.

Court Records were made available for review – Town Board members were notified that Court Records were available for their review on December 4, 2019.

Court Audit for calendar year 2018 – M. Asquith, Bookkeeper completed her audit of the Court records. She noted to the Court her findings and the Court is addressing those issues.

Action Items:

Approval of 2020-2021 Fire Services Agreement - Motion by Councilman Hass, seconded by Councilman Van Slyke and an oral vote of 5 ayes authorizing Supervisor Jacangelo to sign the 2020-2021 Fire Protection Service Agreement.

RESOLUTION#15-2019 – IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, IN GRATEFUL RECOGNITION OF THE SERVICES OF DOMINIC JACANGELO, SUPERVISOR

MOVED BY: Councilman Hass
 SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

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

RESOLUTION #16-2019 – IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL ACCEPTING THE 2019 NATURAL RESOURCE INVENTORY (NRI) FOR THE TOWN OF POESTENKILL

MOVED BY: Councilwoman Butler
 SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

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

RESOLUTION #17-2019 – IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL ACKNOWLEDGING THE CONDUCT AND COMPLETION OF AN AUDIT OF THE TOWN JUSTICE COURT FINANCIAL RECORDS FOR THE CALENDAR YEAR 2018 AND AUTHORIZING THE TRANSMITTAL THEREOF TO THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION (OCA) – Resolved, that a copy of said audit report for the calendar year 2018 be submitted to the New York State Office of Court Administration (OCA) for review by OCA's Office of Internal Affairs for recurring findings and other matters that might identify problems requiring further audit or remedial actions, with the results of such review to be integrated into the applicable risk assessment process.

MOVED BY: Councilman Wohlleber
 SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Reports:

Supervisor's Report- Parting words from Supervisor Dominic Jacangelo –

Supervisor Jacangelo addressed Town residence and Town Board members with a heartfelt “farewell” speech. Supervisor Jacangelo has served the Town since January 1, 2010. He first thanked his wife and family. He spoke of his tenure as Supervisor and what he and the Board have accomplished together. Supervisor Jacangelo spoke highly of his Assistant, Michelle Asquith. He stated that Michelle is a very dedicated, responsible and professional and an asset to our Town. He also stated that he will miss hearing from so many hard working, respectable residents who truly care about what happens in this town. The Town Board and the Town residents of Poestenkill thank you Dominic for your many years of service.

A full copy of Supervisor Jacangelo's speech is on file in the Town Clerk's office.

Town Attorney's Report – Mr. Casey reported on the matters that he worked on since the last Town Board meeting which included (2) Public Hearing notices – Spectrum Contract/Fire Protection Agreement. He also worked on Lochvue inquiries regarding dedication of the road, three Resolutions, which includes the audit of the Justice Court.

Town Clerk's Report – Motion by Van Slyke, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's report of November 2019. The total amount received in the Clerk's office was \$4,497.05 and of that amount \$3,449.77 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, Creekside Shelter, 811 report, Water report and the Highway Dept. report. Supervisor Jacangelo stated that R. Brunet, was still chasing leaks. He also thanked the Highway Superintendent and his crew for a job well done with the recent snowstorm.

Budget Transfers –

RESOLUTION #18-2019 – IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS, Resolved, that it is hereby authorized and directed as follows:

That the sum of \$89.32 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 136204 (Code Enforcement 4); and

That the sum of \$64.00 be transferred from General Budget fund line item 119904 (Contingent) to General Budget fund line item 1110.4 (Justice).

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

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

RESOLUTION #19-2019 – IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS 2019, Resolved, that it is hereby authorized and directed as follows:

That the sum of \$1,853.80 be transferred from Water Budget fund line item 8310.4 (Administration Contractual) to Water Budget fund line item 8320.4 (System Repair).

That the sum of \$30,000.00 be transferred from Water Budget fund line item 1990.4 (Contingent) to Water Budget fund line item 8320.43 (Purchase of Water).

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

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

*As a reminder, December 27, 2019 at 1:00 p.m. will be the Town Board Close-out meeting.

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #23-2019 in the amount of \$67,226.60. Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #24-2019 in the amount of \$58,914.39.

Motion by Van Slyke, seconded by Wohlleber and carried to enter Executive Session at 8:00 p.m. to discuss a construction project with no votes being taken. Motion by Van Slyke, seconded by Wohlleber and carried to exit Executive Session at 8:15 p.m. and to immediately adjourn this meeting.

Respectfully submitted,


Susan Horton, Town Clerk

TOWN BOARD MINUTES
TOWN OF POESTENKILL
YEAR-END TOWN BOARD MEETING
DECEMBER 27, 2019
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

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

NON-VOTING MEMBERS

Susan Horton, Town Clerk

Supervisor Jacangelo opened the meeting with the Pledge of Allegiance and opened the floor for comments at 1 p.m. and there being none the Supervisor moved on to the business portion of the year-end meeting. The purpose of this meeting was to pay any year-end bills and to do any budget transfers that were deemed necessary. Motion by Hass and carried that the monthly bills had been audited for payment.

Discussion Item –

Letter M&T Bank – On Friday, December 13th, M. Asquith, Admin. Assistant received a voicemail from E. Peters, VP Government Banking with M&T Bank stating a letter is needed to remove Supervisor Jacangelo from the Bank Account(s) and add the new Supervisor. Supervisor Jacangelo stated he will send a letter.

Action Items:

BUDGET TRANSFERS

Resolution #20-2019 – IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS- RESOLVED, that it is hereby authorized and directed as follows:
That the sum of \$557.90 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 11355.11 (Assessor Clerk Personnel); and
That the sum of \$926.40 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 11110.1 (Justice Personnel); and
That the sum of \$105.00 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 11680.4 (Date Processing Contractual); and
That the sum of \$56.56 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 15010.4 (Superintendent of Highway); and
That the sum of \$3,677.98 be transferred from General Budget fund line item 11990.4 (Contingent) to General Budget fund line item 17310.4 (Youth Programs Contractual).

MOVED BY: Councilman Hass

SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Resolution #21-2019 – IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS 2019 – Resolved, that it is hereby authorized and directed as follows:

That the sum of \$222.80 be transferred from Water Budget fund line item 8310.4 (Administration Contractual) to Water Budget fund line item 8340.41 (Chlorine).

That the sum of \$1,000.00 be transferred from Water Budget fund line item 8310.42 (Administration Legal) to Water Budget fund line item 8320.43 (Purchase of Water).

That the sum of \$1,000.00 be transferred from Water Budget fund line item 8310.44 (Truck Maintenance) to Water Budget fund line item 8320.43 (Purchase of Water).

That the sum of \$2,380.00 be transferred from Water Budget fund line item 8310.2 (Billing Equipment) to Water Budget fund line item 8320.43 (Purchase of Water).

That the sum of \$1,310.53 be transferred from Water Budget fund line item 8310.4 (Contractual) to Water Budget fund line item 8320.43 (Purchase of Water).

MOVED BY: Councilman Van Slyke

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Butler: YES

Councilman Hass: YES

Councilman Van Slyke: YES

Councilman Wohlleber: ABSENT

Supervisor Jacangelo: YES

Resolution #22-2019 – IN THE MATTER OF THE TRANSFER OF CERTAIN HIGHWAY BUDGET FUNDS – Resolved, that it is hereby authorized and directed as follows:

That the sum of \$25,022.39 be transferred from Highway Budget fund line item 251104 (General Repair 4) to Highway Budget fund line item 251424 (Snow Removal 4).

MOVED BY: Councilman Hass

SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

Councilwoman Butler: YES

Councilman Hass: YES

Councilman Van Slyke: YES

Councilman Wohlleber: ABSENT

Supervisor Jacangelo: YES

Payment of Bills:

Motion by Hass, seconded by Butler and an oral vote of 4 ayes to pay Warrant #25-2019 in the amount of \$17,797.42. Motion by Hass, seconded by Butler and an oral vote of 4 ayes to pay Warrant #26-2019 in the amount of \$15,063.97.

*Reminder – The Organization Meeting will be held on January 9, 2020 at 7:00 p.m.

Motion by Hass, seconded by Butler and carried to adjourn this meeting at 1:35 p.m.

Respectfully submitted,


Susan Horton, Town Clerk

ORGANIZATIONAL MINUTES
TOWN OF POESTENKILL
JANUARY 9, 2020
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS:

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

NON- VOTING MEMBERS:

Susan Horton, Town Clerk

Supervisor Hammond opened the 2020 Organizational Meeting at 7 p.m. with the Pledge of Allegiance. He further thanked the Town Clerk and his Secretary for all of their help in the transition into the new administration.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes to appoint John Casey Town Attorney at an annual salary of \$30,000 to be paid monthly, for normal and usual affairs of the Town.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to set the annual salary of the Town Supervisor, at \$16,000 to be paid monthly.

Motion by Van Slyke, seconded by Supervisor Hammond and an oral vote of 5 ayes to recognize the Supervisor's appointment of Eric Wohlleber as Deputy Town Supervisor, and set the annual salary for said position at \$2,000 to be paid monthly.

Motion by Hammond, seconded by Butler and an oral vote of 5 ayes, to set the annual salary for the four Councilmembers (June Butler, David Hass, Harold Van Slyke and Eric Wohlleber) at \$4,120 each to be paid monthly.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes, to recognize the Supervisor's appointment of Michelle Asquith, as Bookkeeper and Secretary to the Town Supervisor, at an hourly rate of \$27.39 for said positions up to 30 hours, to be paid weekly.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to set the annual salary of the Town Clerk/Tax Collector, Susan Horton, at \$43,283.50 to be paid bi-weekly.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes, to appoint Susan Horton, Receiver of Water Charges and Clerk to the Water Manager at an annual salary of \$ 4,426.80, with a term to expire 12/31/20 and paid bi-weekly.

Motion by Van Slyke, seconded by Butler and an oral vote of 5 ayes to recognize the Town Clerk's appointment of Vivian Kelly as Deputy Town Clerk and Deputy Tax Collector with an hourly wage of \$19.45 for said positions to be paid monthly with a term to expire 12/31/20.

Motion by Butler, seconded by Hass and an oral vote of 5 ayes, to appoint Susan Horton, Registrar of Vital Statistics at \$2,732.58 with a term to expire 12/31/20 and paid bi-weekly.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes, to recognize the Town Clerk's appointment of Vivian Kelly as Deputy Registrar of Vital Statistics at no salary, term to expire 12/31/20.

Motion by Butler, seconded by Hass and an oral vote of 5 ayes, to set the annual salary of the Superintendent of Highways, Toby Chadwick, at \$64,585.38 to be paid weekly. He is also entitled to the same benefits as described in the current highway employee agreement with monthly reports submitted to the Town Board.

The annual salary for Town Justices, Thomas F. Slavin, Jr. and Gregory T. Kronau, will be set after tonight's Executive Session. Councilwoman Butler questioned the proposed salary because the Judge's did not request an increase, yet the legal notice did reflect one. This will be discussed in Executive Session.

Motion by Butler, seconded Van Slyke, and an oral vote of 5 ayes to appoint Felicia Dickinson, as Clerk to the Town Justices, at an hourly rate of \$20.87 for a maximum of 20 hours per week, to be paid monthly.

The salary and hours for the Building Inspector's Clerk will be discussed during Executive Session and T. Russell did address the Town Board stating that he had asked for an increase in the Clerk's hours during the budget process for this year. This will be formally voted on after Executive Session.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes re-affirming the appointment of Brian Jackson as Assessor to an annual salary of \$15,160 with a term to expire 09/30/2025. Supervisor Hammond has set Mr. Jackson's hours for 1-7p.m. Thursday evenings.

Motion by Butler, seconded by Hass and an oral vote of 5 ayes to appoint Brian Jackson as Data Collector and use the use of the Town vehicle with no salary.

The Assessor's hours will also be discussed during Executive Session.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes, to appoint Robert Brunet, Water Manager at an annual salary of \$25,000 to be paid monthly with monthly reports to be submitted.

Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes to appoint Robert Brunet as the 811 Coordinator at an annual salary of \$1,000 and \$1,000 for his assistant with a term to expire 12/31/20. Monthly reports are to be submitted. Supervisor Hammond said that \$2,000 was set in the budget and he felt the monies should be split between the two.

Motion by Van Slyke, seconded by Wohlleber and carried to exit to Executive Session at 7:35 to discuss personnel issues. No votes were taken during the session and on a motion by Wohlleber and seconded b Van Slyke and carried the Board exited from Executive Session at 8:10 p.m. and the regular meeting continued.

Motion by Butler, seconded by Van Slyke and carried to set the annual salary of the Town Justices, Thomas F. Slavin Jr. and Gregory T. Kronau at \$9,073.33 to be paid monthly. Monthly reports to be submitted.

Motion by Hass, seconded by Van Slyke and carried to appoint Lynn Kane, Clerk to the Building Inspector, at an hourly rate of \$17.34 for a maximum of 20 hours per week divided between departments to be paid bi-weekly.

Motion by Wohlleber, seconded by Hass and carried to appoint Betsy Pinho, Clerk to the Assessor, at an hourly rate of \$17.34 for a maximum of 24 hours to be paid bi-weekly.

Motion by Van Slyke, seconded by Hass and an oral vote of 5 ayes recognizing the following members of the Board of Assessment Review which are 5-year terms:

Dennis Bates	Term to expire	9/30/2023
William Weber	Term to expire	9/30/2021
Philip LaRocque	Term to expire	9/30/2020

The salary is to be paid by voucher at \$100 per member per year.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes, to appoint Lisa Bouchard as Town Hall Custodian at an hourly rate of \$15.30 for 10 hours per week (with 2 extra hours when needed) to be paid monthly.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes, to appoint Linda Sagendorf Town Historian at an annual salary of \$4,432.92 to be paid quarterly, with a term to expire 12/31/20. Monthly reports to be submitted to the Town Board.

Motion by Butler, seconded by Hass and an oral vote of 5 ayes to appoint Tom Russell as Chairperson to the Planning Board at an annual salary of \$1,406 to be paid quarterly and to expire 12/31/20 and set the annual salary of the Planning Board Members at \$1,043.46 each to be paid quarterly. Also, to re-appoint Harvey Teal as Planning Board Member to a new 7-year term to expire 12/31/2026 and to re-appoint Steve Valente as alternate with a term to expire 12/31/2020 at an annual salary of \$1,043.46 to be paid quarterly. Planning Board Members with their expiration dates are as follows

Harvey Teal	12/31/2026
Jeffrey Briggs	12/31/2025
Donald Heckelman	12/31/2024
William Daniel	12/31/2023
Judy Grattan	12/31/2022
Tom Russell	12/31/2021 (as member)
Robert Dore	12/31/2020
Steve Valente	12/31/2020 (alternate)

Motion by Butler, seconded by Wohlleber and an oral vote of 5 ayes, to appoint Lynn Kane as Secretary to the Planning Board at an hourly rate of \$17.34 for a maximum of 20 hours divided between departments, to be paid bi-weekly.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes, to appoint Robert Ryan as Planning Board Attorney at an annual salary of \$5,965.75 to be paid monthly.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes, to re-appoint Paul Jamison as Chairman to the Zoning Board with a term to expire 12/31/20 at an annual salary of \$1,044, to be paid quarterly. Set the annual salary of Zoning Board Members including the Alternate Member at \$652 each to be paid quarterly. Appoint Nicole Heckelman to a full 5-year term to

expire 12/31/2024

Other ZBA Members and term expiration dates are:

Nicole Heckelman	12/31/2024
Paul Jamison	12/31/2023 (as member)
Susan Kalafut	12/31/2022
Timothy Hoffay	12/31/2021
Kevin McGrath	12/31/2020
Alternate Vacancy	

Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes, to appoint Lynn Kane as Secretary to the ZBA at an hourly rate at \$17.34 for a maximum of 20 hours to be divided between departments to be paid bi-weekly.

The Ethics Board Members and their expiration dates will be discussed at the next Town Board meeting.

There is a vacancy in the Chairman's position.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to designate Ryan-Biggs Associates as Engineer to the Town as an independent contractor on an as needed basis at an hourly rate to be agreed upon between the Town and Ryan-Biggs Associates Engineering.

Motion by Hass, seconded by Buter and an oral vote of 5 ayes, to appoint Robert Guyer as the Dog Control Officer at an annual salary of \$7,409 to be paid monthly with complete monthly reports submitted.

Motion by Van Slyke, seconded by Wohlleber and an oral vote of 5 ayes, to appoint Tiffany Buker as Recreational Director/Camp Director at an annual salary of \$5,979.24 /\$3,820.76 to be paid monthly.

Motion by Van Slyke, seconded by Hass and an oral vote of 5 ayes, to set the mileage reimbursement at 57.5 cents per mile.

Motion by Wohlleber, seconded by Hass and an oral vote of 5 ayes to appoint the following to the Water Benefit Review Board. As provided by Local Law #5-2010, Municipal Water Use Law of the Town the members serve for a 3-year term. Appoint Lou Basle to the Review Board and Members of the Water Benefit Review Board are as follows:

Linda Emery	term to expire 12/31/2022
Lou Basle	term to expire 12/31/2021
Tim Anatasio	term to expire 12/31/2020

Such members to serve without compensation but are entitled to re-imbusement of their actual and necessary expenses which shall be a charge to the Water District. They may elect from its members a person to act as Chair until 12/31 of each year.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes, to set the water rates for 2020 at \$4.90 per 1000 gallons of water, \$40 minimum on hydrant water sale and \$275 residential meter cost, \$300 on wet tap inspection fee.

Motion by Butler, second by Hass and an oral vote of 5 ayes recognizing the following members to the Workplace Violence Committee. The members are as follows:

- John Casey
- Sue Pattenaude
- Jill Gresens
- Connie Van Slyke
- Vacancy

Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes, designating THE RECORD as the official newspaper for the Town of Poestenkill as well as the ADVERTISER.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes, designating M&T Bank, Trustco Bank, 1st Niagara, HSBC, Key Bank, Citizens, Chase, Bank of America, and Pioneer as town depositories.

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes, designating the third Thursday of each month at 7:00 p.m. as the regular Town Board Meeting night immediately following the audit committee meeting and any Town Board public hearing as scheduled. Workshop/Special Meetings will be held the first Thursday of the month at 7 p.m. as needed. Or as otherwise scheduled.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes designating the following Town Board Committee assignments:

- | | |
|---------------------|--|
| Town Emergency Plan | Councilman Wohlleber |
| ZBA | Councilmember Butler/Van Slyke |
| Planning Board | Councilmember Van Slyke/Butler |
| Youth Advisory | Councilmember Wohlleber |
| Website | Councilmember Wohlleber |
| CAC | Supervisor Hammond/Councilwoman Butler |
| Highway | Councilmember Butler/Wohlleber |
| Records Advisory | Town Clerk Horton |
| Water Committee | Councilmember Hass |
| National Grid | Councilmember Hass |
| Fire Company | Councilmember Hass |
| Library | Councilmember Van Slyke |
| Twin Town League | Councilmember Wohlleber |
| Street Lighting | Councilmember Butler&Hass |
| Cable | Supervisor Hammond/Councilwoman Butler |

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes, designating the entire Town Board to the Audit Committee.

RESOLUTION #1-2020-IN THE MATTER OF THE APPOINTMENT OF ALL CURRENT EMPLOYEES AND OFFICERS-This resolution was read by Councilman Wohlleber and was

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Van Slyke

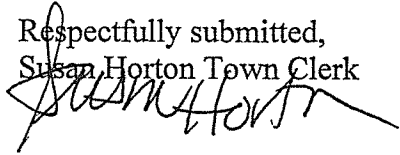
VOTED UPON AS FOLLOWS:

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

Be it resolved that all current employees and officers of the Town of Poestenkill not specifically mentioned in the resolutions adopted at this meeting and who serve at the pleasure of the Town Board are hereby continued in office until such time as the town Board shall otherwise direct.

Motion by Wohlleber, seconded by Hass and carried to adjourn this meeting at 8:15 p.m.

Respectfully submitted,
Susan Horton Town Clerk





Department of
Financial Services

ANDREW M. CUOMO
Governor

LINDA A. LACEWELL
Superintendent

January 4, 2020

To: All Regulated Entities

Subject: Cybersecurity Risk Alert

There is currently a heightened risk of cyber attacks from hackers affiliated with the Iranian government.¹ The Iranian government has vowed to retaliate against the United States for the death of Qassem Soleimani. Given Iranian capabilities and history, U.S. entities should prepare for the possibility of cyber attacks.

It is particularly concerning that Iran has a history of launching cyber attacks against the U.S., and the financial services industry. For instance, in 2012 and 2013, Iranian-sponsored hackers launched denial of service attacks against several major U.S. banks. And the U.S. government recently advised in June 2019 it observed "a recent rise in malicious cyber activity directed at United States industries and government agencies by Iranian regime actors and proxies," and that Iranian attackers were increasingly using highly destructive attacks that delete or encrypt data.²

DFS therefore strongly recommends that all regulated entities heighten their vigilance against cyber attacks. While currently there are no specific, credible, reports of new Iranian-sponsored cyber attacks in the past few days, all regulated entities should be prepared to respond quickly to any suspected cyber incidents. Iranian-sponsored hackers have historically relied primarily on common hacking tactics such as email phishing, credential stuffing, password spraying, and targeting unpatched devices.

DFS therefore recommends that all regulated entities ensure that all vulnerabilities are patched/remediated (especially publicly disclosed vulnerabilities), ensure that employees are adequately trained to deal with phishing attacks, fully implement multi-factor authentication, review and update disaster recovery plans, and respond quickly to further alerts from the government or other reliable sources. It is particularly important to make sure that any alerts or incidents are responded to promptly even outside of regular business hours – Iranian hackers are

¹ There have been a number of media reports regarding the heightened risk. For example, see <https://www.nytimes.com/2020/01/03/us/politics/iran-cyber-security-iran-threat.html>.


² See DHS, Cybersecurity and Infrastructure Security Agency, Statement on Iranian Cybersecurity Threats, June 19, 2019, at <https://www.dhs.gov/news/2019/06/19/cisa-statement-iranian-cybersecurity-threats>. There have been media reports on the increasing risk of Iranian cyber attacks, such as <https://www.forbes.com/sites/andrewkelly/2019/11/14/the-iranian-network-behind-aggressive-us-cyberattacks-exposed-in-new-report/#1b745575e2e8>.

known to prefer attacking over the weekends and at night precisely because they know that weekday staff may not be available to respond immediately.

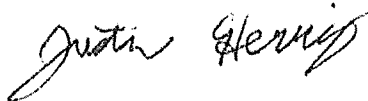
Regulated entities should also promptly notify DFS of any significant or noteworthy cyber attack. DFS's cyber regulation requires notification "as promptly as possible but in no event later than 72 hours" after a material cybersecurity event. 23 NCYRR 500.17. And, in light of the current threat, we urge all regulated entities to notify DFS of any material incidents as soon as possible given the heightened risk, and certainly no later than the required 72 hours. This will enable DFS to disseminate information about new cyber attacks as quickly as possible.

Any questions or comments regarding this alert should be directed to CyberAlert@dfs.nv.gov.

Sincerely,



Linda A. Lacewell
Superintendent



Justin S. Herring
Executive Deputy Superintendent, Cybersecurity Division



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 7, 2020

7:30 Meeting Opens – Pledge of Allegiance

Applicant:

Vanderhyden Hall Inc.
124.-10-5

Minor 2 lot Subdivision
614 Cooper Hill Road

Minutes of the December 3, 2019 Meeting

Public Comments:

Old Business:

Organization:

Other:

Don Heckelman to attend January meeting
Harvey Teal to attend February meetings
Tom Russell 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

January 14, 2020 @ 7:30 pm

MEETING OPENS – PLEDGE OF ALLEGIANCE

CANCELLED

Approve Meeting Minutes of December 10, 2019

Organizational:

Other:

Nicole Heckelman

Susan Kalafut

Tim Hoffay

to attend January Meetings

to attend February Meetings

to attend March Meetings

Poestenkill Fire Company
Custom Summary Report
December 2019

	<u>Dec 19</u>
Expense	
Building Fuel (heating)	
Main Station (Propanel)	913.83
Total Building Fuel (heating)	913.83
Building Maintance	
East Poestenkill	3,280.00
Main Station	4,836.32
Refuse	71.55
Total Building Maintance	8,187.87
Electric	
East Poestenkill	22.70
Main Station	21.02
Total Electric	43.72
Equipment	
Repair & Maintance	3,034.16
Total Equipment	3,034.16
Fire Trucks	
Fuel	319.54
Repair & Maintance	282.15
Total Fire Trucks	601.69
Firemens Christmas Party	2,990.93
Internet & Phone	112.40
Medical Supplies	25.20
Membership Dues	175.00
Office Supplies	111.90
Security Alarm	65.00
Solar	96.05
Telephone	
East Poestenkill	42.54
Main Station	57.13
Total Telephone	99.67
Total Expense	16,457.42
Net Income	<u><u>-16,457.42</u></u>

Poestenkill Fire Company Custom Summary Report January through December 2019

	Jan - Dec 19
Income	
Dinner Receipts	479.00
Insurance Check	7,994.45
Insurance Rebate	6,378.00
National Grid Solar Rebate	1,802.41
NYS OSC ACH	300.00
Reimbursement	671.66
Town Contract Money	315,368.98
Total Income	332,994.50
Gross Profit	
	332,994.50
Expense	
Awards	1,320.00
Bank Service Charge	132.25
Building Fuel (heating)	
East Poestenkill (propane)	1,721.46
Main Station (Propanel)	11,508.82
Total Building Fuel (heating)	13,230.28
Building Maintance	
Cleaning Supplies	833.70
East Poestenkill	5,897.77
Main Station	13,790.03
Refuse	2,014.96
Building Maintance - Other	96.27
Total Building Maintance	22,632.73
Checks	37.95
Electric	
East Poestenkill	845.11
Main Station	252.24
Total Electric	1,097.35
Equipment	
New Equipment	67,211.34
Repair & Maintance	12,373.22
Total Equipment	79,584.56
Fire Prevention	2,609.10
Fire Trucks	
Fuel	4,608.41
Repair & Maintance	19,862.95
Total Fire Trucks	24,471.36
Firemens Christmas Party	2,990.93
Funerals	75.00
Insurance	
Accident & Sickness	1,745.00
Auto	6,470.00
Buildings	13,324.34
Workman's Compensation	12,804.70
Insurance - Other	3,811.00
Total Insurance	38,155.04
Internet & Phone	1,321.22
Liquor License	75.00
Loan Payments Fire Truck	39,419.27
Medical Supplies	1,862.80
Membership Dues	175.00
Memorial Day	95.00
Memorial Donation	350.00

2:10 PM
01/02/20
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
January through December 2019

	<u>Jan - Dec 19</u>
Office Supplies	
Postage	213.65
Office Supplies - Other	666.24
Total Office Supplies	879.89
Physical Fitness	53.98
Physicals	1,490.00
Professional Services	9,542.50
Purchases	226.15
Reimbursement	729.64
Security Alarm	780.00
Solar	2,614.52
Sponsorship	250.00
Telephone	
East Poestenkill	457.52
Main Station	657.94
Total Telephone	1,115.46
Town Water	34.51
Training	1,818.08
TRansfer to Equipment Replaceme	15,000.00
Transfer to Memorial Fund	20,479.00
Transfer to Town Checking	-10,000.00
Transfer to Vechicle Replacemen	80,000.00
Water	67.49
Water Tax	355.31
Web Site	246.83
Total Expense	355,318.20
Net Income	<u>-22,323.70</u>

§ 220-14 Approvals required.

- A. No water mains or extensions shall be laid within any subdivision in the Town of Poestenkill except after final subdivision approval therefor has been granted by the Planning Board of the Town of Poestenkill pursuant to Chapter 195, Subdivision of Land, of the Code of the Town of Poestenkill.
- B. No water mains or extensions thereof shall be laid within any water district in the Town of Poestenkill except in strict conformity with Article 12 or Article 12-A of the Town Law.
- C. No water mains or extensions thereof shall be conveyed to or accepted by the Town of Poestenkill or any water improvement district therein without:
- ✓(1) Formal application having been made to the Town of Poestenkill and all fees paid.
 - ✓(2) Approval of plans and inspection of facilities as required by the Rensselaer County Health Department and the Town of Poestenkill.
 - ✓(3) Periodic inspection during construction by the Town Engineer.
 - ✓(4) Written certification by the Town Engineer that the facilities have been installed in accordance with said approved plans.
 - ✓(5) Filing by the contractor of adequate proof that there are no unpaid subcontractors or materialmen and that there are no related unpaid liens therefor.
 - ✓(6) Filing by the contractor of as-built plans for the entire installation.
 - ✓(7) The filing of a maintenance bond by the contractor guaranteeing the performance and function of the system without defects or deficiencies for a period of two years.
 - ✓(8) Execution by the contractor of a bill of sale in form and content approved by the Town Attorney conveying the system as built to the Town of Poestenkill or to a water district therein.
 - (9) The adoption by the Town Board of a resolution accepting the system "as built" for future operation and maintenance by the Town and/or said water district.

§ 220-27 Water rents to be paid.

All persons owning, having, or occupying lots, parcels, or tracts of land situated within water districts or connected to public water supply within the Town of Poestenkill shall pay to the receiver of water charges, at the times provided by the Town Board, rents and charges as may be fixed from time to time by the Town Board and based on the criteria set forth in the following sections.

§ 220-28 Authority to combine.

The source of the revenues for retiring debt service, capital expenditures, operation and maintenance of the various public water systems within the Town of Poestenkill may be a combination of ad valorem tax and a water use charge assigned to owners of property and users of water located within and without the water district. Nothing herein contained, however, shall require uniformity of method or basis of charges among the respective water districts within the Town of Poestenkill, and the Town Board is empowered hereby to establish different methods or bases of charges within the respective water districts.

§ 220-29 Water district budget. ^[1]

The water district budget shall be prepared concurrent with the preparation of the Town Budget. The ad valorem tax per benefit unit shall be fixed at the November budget meeting and shall generally reflect the proportionate water use of each category in relation to the average use of water by all residential structures. For the purpose of assigning charges, benefit units shall be assigned according to the following schedule:

Residential single-family homes, condominiums or townhouses (per living unit)	1 unit
Multifamily homes	1 unit for the first residence plus 0.75 unit for each additional residence
Apartments	1 unit for the first residence plus 0.75 unit for each additional apartment
Vacant parcel	0 units for an undevelopable parcel of less than 0.5 acre
Vacant parcel	0.5 unit for a developable parcel of 0.5 acre to 10 acres
Vacant parcel	1 unit per parcel of 10 acres or more
Farm parcel	1 unit per parcel
Adult entertainment	2.5 units
School	30 units
Arc residential facility	4 units per facility
Industrial/commercial	1 unit ≤25 employees
Industrial/commercial	2.5 units > 25 employees
Community service (public assembly)	1 unit
Airport	1 unit
Highway garage	2.5 units
Library	2 units
Town hall	2.5 units
Recreation/entertainment	1 unit
Natural products	2.5
Restaurant	8 tables or less, 1.5 units
Restaurant	9 tables or more, 2.5 units

[1]: *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 220-30 Water District Benefit Unit Review Board.

There is hereby created within the Town a Water District Benefit Unit Review Board. The Board shall be composed of three residents of the Town who are water district customers, appointed by the Town Board to three-year terms. Of the initial

appointments, one shall be appointed for a one-year term, one shall be appointed for a two-year term, and the third shall be appointed for a three-year term. Any water district customer may appeal the number of benefit units assigned to his property. Such appeal shall be made on the basis of the number of units assigned to his property and his actual water use compared to the average use of all residential customers; provided, however, that a single-family residential structure shall always be one benefit unit.

§ 220-31 Collection of unpaid water rents and charges.

- A. Each water use charge billed pursuant to this chapter is hereby made a lien on the premises to which it relates, and if the same is not paid within 30 days after it shall initially become due and payable, a five-percent penalty shall be assessed thereon, and the combined amount of overdue principal and penalty shall be added to the charge due for the ensuing billing period. If the resultant aggregate amount for the two billing periods is not paid within 30 days after same shall become due and payable, said aggregate amount shall be certified to the fiscal officer of the Town of Poestenkill, who shall place the same on the real property tax bill (re-levy) for that year, together with any other interest and penalties allowed by law, and thereafter collected as other Town taxes are collected.
- B. Those water consumers who have not paid their bills after the second billing shall be deemed to be delinquent, and the services to their premises may be discontinued at the order of the Town Board. Notice shall be provided to any tenant of a structure five days prior to water being turned off in the structure. The receiver of water charges may accept a payment from any third party for a past due bill and suspend the order of the Town Board.

*Town of Poestenkill, NY
Friday, January 10, 2020*

Chapter 220. WATER

Article I. Short Title, Definitions, and General Rules

§ 220-2. Authority and purpose.

- A. This chapter is enacted pursuant to the Municipal Home Rule Law of the State of New York.
- B. The purpose of this chapter is to provide for the construction, maintenance, extension, repair, and regulation of a municipal water system in the Town of Poestenkill for the purpose of supplying the inhabitants of the Town with pure and wholesome water for domestic and commercial purposes and for protection against fire. Further, the purpose of this chapter is to protect the public health, safety, and general welfare of the inhabitants of the Town.
- C. Provisions of this chapter shall be administered to ensure orderly planning and development of facilities in the Town.
- D. The Town Board shall be the governing body of the water district and shall by local law, rule or resolution guide all actions of the water district including the setting of fees and charges and the establishing of penalties for the misappropriation of water district resources.

§ 220-27 Water rents to be paid.

All persons owning, having, or occupying lots, parcels, or tracts of land situated within water districts or connected to public water supply within the Town of Poestenkill shall pay to the receiver of water charges, at the times provided by the Town Board, rents and charges as may be fixed from time to time by the Town Board and based on the criteria set forth in the following sections.

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Apartments	1 unit for the first residence plus 0.75 unit for each additional apartment
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Vacant parcel	0.5 unit for a developable parcel of 0.5 acre to 10 acres
Vacant parcel	1 unit per parcel of 10 acres or more
Farm parcel	1 unit per parcel
Adult entertainment	2.5 units
School	30 units
Arc residential facility	4 units per facility
Industrial/commercial	1 unit \leq 25 employees
Industrial/commercial	2.5 units > 25 employees
Community service (public assembly)	1 unit
Airport	1 unit
Highway garage	2.5 units
Library	2 units
Town hall	2.5 units
Recreation/entertainment	1 unit
Natural products	2.5
Restaurant	8 tables or less, 1.5 units
Restaurant	9 tables or more, 2.5 units

[1]: *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

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- B. Those water consumers who have not paid their bills after the second billing shall be deemed to be delinquent, and the services to their premises may be discontinued at the order of the Town Board. Notice shall be provided to any tenant of a structure five days prior to water being turned off in the structure. The receiver of water charges may accept a payment from any third party for a past due bill and suspend the order of the Town Board.

§ 220-32 Shutting off water.

- A. Whenever an owner requests that the water be shut off at any property, the water shall be shut off at the curb stop. It will be within the Water System Operator's discretion to remove the meter or not.
[Amended 6-20-2013 by L.L. No. 3-2013]
- B. If the curb box is not in good working order, it will be put in good working order by the water district at the district's expense.
- C. A fee as established by the Town Board shall be imposed and paid for turning off water and a similar charge made for turning the water back on.

§ 220-33 Possession of curb stop keys, valve keys and hydrant wrenches prohibited.

It is unlawful for an unauthorized person to use any curb stop key, valve key or hydrant wrench to the public water supply system. No person shall, without authority from the Town, possess, make, construct, buy, sell or in any way dispose of any curb stop key or hydrant wrench for use on the public water supply system.

§ 220-34 Authority to act by resolution.

The Town Board is hereby authorized to set, by resolution, a schedule for each water district, all water districts, or any combination of water districts, setting forth a specific unit charge, a rate per unit, a charge per unit for debt service and capital improvements, or any combination thereof, to give effect to the provisions of this chapter. The Town Board is authorized to specify by resolution any standard or regulatory activity authorized in principle but not specified in detail in this chapter.

§ 220-35 Receiver of water charges.

The Town Clerk is hereby authorized and designated the Receiver of Water Charges. All water use charges and fees are to be paid to the Town Clerk, who shall turn such moneys over to the water district in a timely manner.

§ 220-36 Fees.

[Amended 6-20-2013 by L.L. No. 3-2013; 11-21-2013]

The following fees and charges shall apply to water services unless amended by resolution of the Town Board:

Water use: The rate for water use per 1,000 gallons of water shall be set by resolution of the Town Board not less than once annually and for an amount not less than the amounts specified to be paid to the City of Troy for water supplied plus any additional amount to be paid to the Town of Brunswick for the transportation of water.

Hydrant water sale	\$20/1,000 gallons; minimum \$50
Hydrant use (emergency response)	\$40
Meters:	
Residential	\$225
Commercial	Priced per item
Turn on/turn off	\$40 per action
Service line inspection application fee:	
Three-quarter- or one-inch service	\$40
All others	\$60
Subdivision connection to main line	\$250, plus actual costs of Town Engineer to approve plan.
Re-levy charge	\$250

§ 220-37 Effective date.

This chapter shall take effect upon filing with the Secretary of State or September 1, 2010, whichever is later.

OFFER OF DEDICATION

*In the Matter of the Laying Out of McKinley Way
and Lochvue Drive as a Public Highway in the
Town of Poestenkill, Rensselaer County, New York*

To: The Town Superintendent of Highway of the Town of Poestenkill, Rensselaer County,
New York:

I, the undersigned, hereby dedicate to the Town of Poestenkill, Rensselaer County, New York, for highway purposes, the lands hereinafter described now owned by me or in which I have or may have an interest, as follows: McKinley Way and Lochvue Drive as set forth in **SCHEDULE "A"** annexed hereto.

The above parcel of land, which connects with and lies northeasterly of Spring Avenue Ext. in said Town of Poestenkill, is hereby dedicated in its entirety for highway purposes, and is more particularly and definitely shown on a map thereof attached hereto and made a part hereof.

The undersigned for the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby releases the Town of Poestenkill, its officers or agents, from any and all claims by reason of the use of the foregoing lands for the construction or maintenance of highways on said lands.

In Witness Whereof, I have hereunto caused these presents to be executed this ___ day of _____, 2020.

43 Mall, Ltd.
By:

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

On the ___ day of _____ in the year 2020, before me, the undersigned, a notary public in and for said state, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

Technical Description Lochvue Drive Lochvue Estates Subdivision

All that piece or parcel of land, situate in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly and easterly of Spring Avenue Extension – Co. Rte. 130, westerly of Grandview Drive and being more particularly bounded and described as follows;

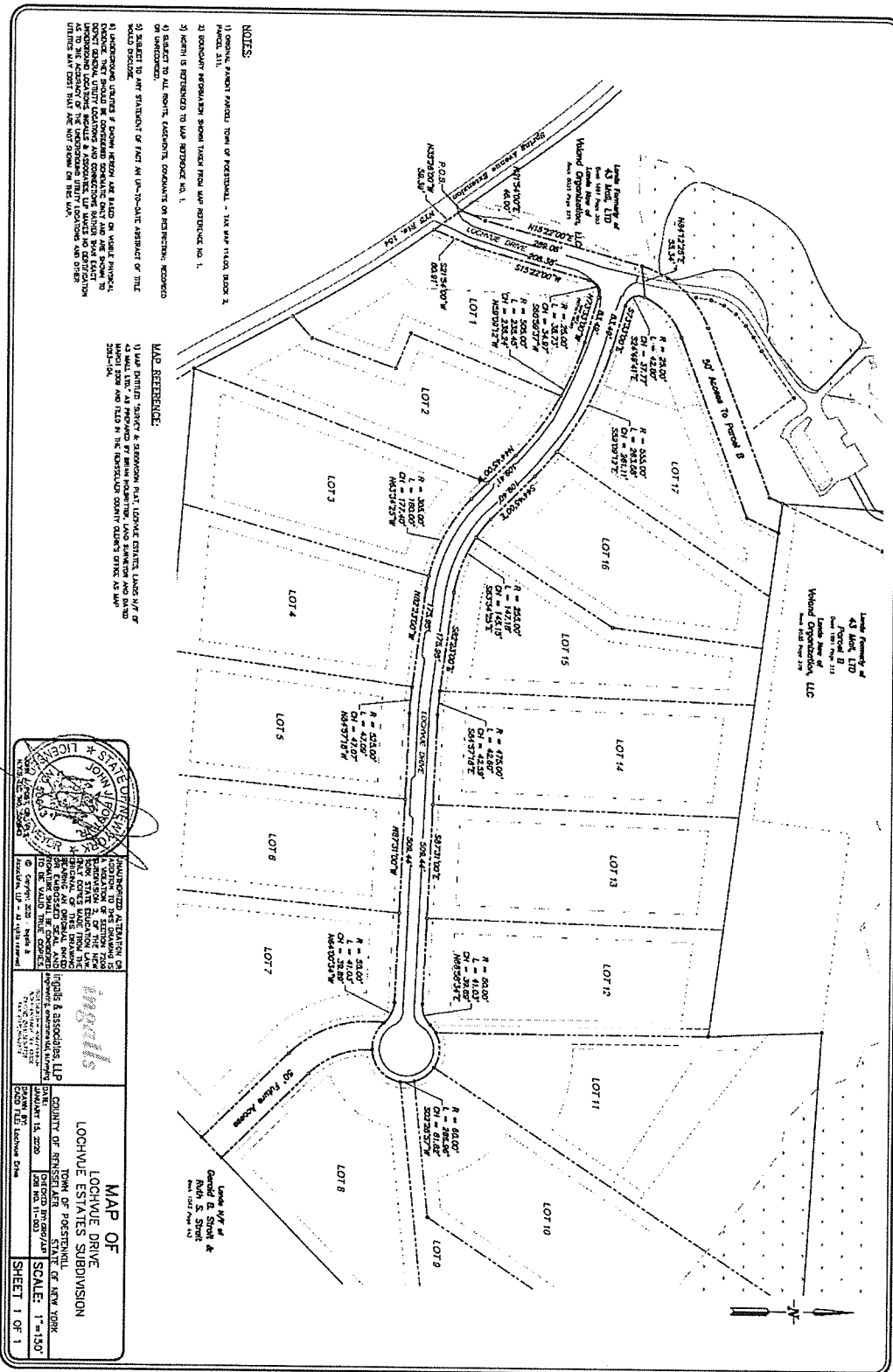
Beginning at a point on the northeasterly line of Spring Avenue Extension – Co. Rte. 130 at its intersection with the division line between lands formerly 43 Mall Ltd. (L. 1891 P. 307) and now of Volland Organization, LLC (L. 8035 P. 279) also being #32-43 Mckinley Way on the west and lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) and also being the westerly line of Lochvue Drive as the same is shown on a map entitled "Survey & Subdivision Plat, Lochvue Estates, Lands N/F Of 43 Mall Ltd." as prepared by Brian R. Holbritter, Land Surveyor and dated March 2009 and filed in the Rensselaer County Clerk's Office as Map 2013-104, thence along said division line and also being the westerly line of Lochvue Drive the following two (2) courses and distances:

- 1.) Thence North $21^{\circ} 54' 00''$ East for a distance of 46.00 feet to a point; and
- 2.) Thence North $15^{\circ} 22' 00''$ East for a distance of 289.06 feet to a point, said point also being the intersection of said westerly line and the northerly line of Lochvue Drive; thence easterly and southerly along the northerly and easterly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following eleven (11) courses and distances:
 - 1.) Thence North $84^{\circ} 12' 25''$ East for a distance of 55.34 feet to a point of curvature
 - 2.) Thence southeasterly along a curve to the left having a radius of 25.00 feet and an arc length of 42.80 feet (chord South $24^{\circ} 49' 41''$ East, 37.77 feet) to a point of tangency;
 - 3.) Thence South $73^{\circ} 33' 00''$ East for a distance of 83.49 feet to a point of curvature;
 - 4.) Thence southeasterly along a curve to the right having a radius of 555.00 feet and an arc length of 263.58 feet (chord South $59^{\circ} 09' 12''$ East, 261.11 feet) to a point of tangency;
 - 5.) Thence South $44^{\circ} 45' 00''$ East for a distance of 109.40 feet to a point of curvature;
 - 6.) Thence southeasterly along a curve to the left having a radius of 255.00 feet and an arc length of 147.18 feet (chord South $63^{\circ} 34' 25''$ East, 145.15 feet) to a point of tangency;
 - 7.) Thence South $82^{\circ} 23' 00''$ East for a distance of 175.95 feet to a point of curvature;
 - 8.) Thence southeasterly along a curve to the left having a radius of 475.00 feet and an arc length of 42.60 feet (chord South $84^{\circ} 57' 18''$ East, 42.59 feet) to a point of tangency;
 - 9.) Thence South $87^{\circ} 31' 00''$ East for a distance of 509.44 feet to a point of curvature;
 - 10.) Thence northeasterly along a curve to the left having a radius of 50.00 feet and an arc length of 41.03 feet (chord North $68^{\circ} 58' 34''$ East, 39.89 feet) to a point of reverse curvature,
 - 11.) Thence easterly and southerly along a curve to the right having a radius of 60.00 feet and an arc length of 286.96 feet (chord South $02^{\circ} 28' 57''$ West, 81.82 feet) to a point of reverse curvature, said point also being on the southerly line of Lochvue Drive; thence westerly and northerly along the southerly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following eight (8) courses and distances
 - 1.) Thence northwesterly along a curve to the left having a radius of 50.00 feet and an arc length of 41.03 feet (chord North $64^{\circ} 00' 34''$ West, 39.89 feet) to a point of tangency
 - 2.) Thence North $87^{\circ} 31' 00''$ West for a distance of 509.44 feet to a point of curvature;
 - 3.) Thence northwesterly along a curve to the right having a radius of 525.00 feet and an arc length of 47.09 feet (chord North $84^{\circ} 57' 18''$ West, 47.07 feet) to a point of tangency;
 - 4.) Thence North $82^{\circ} 23' 00''$ West for a distance of 175.95 feet to a point of curvature;
 - 5.) Thence northwesterly along a curve to the right having a radius of 305.00 feet and an arc length of 180.00 feet (chord North $63^{\circ} 34' 25''$ West, 177.40 feet) to a point of tangency;

- 6.) Thence North $44^{\circ} 45' 00''$ West for a distance of 109.41 feet to a point of curvature;
- 7.) Thence northwesterly along a curve to the left having a radius of 505.00 feet and an arc length of 238.45 feet (chord North $59^{\circ} 09' 12''$ West, 236.24 feet) to a point of tangency;
- 8.) Thence North $73^{\circ} 33' 00''$ West (map North $73^{\circ} 36'$ West) for a distance of 83.49 feet (map 83.35 feet) to a point of curvature, said point also being the intersection of the southerly and easterly line of Lochvue Drive; thence southerly along the easterly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following three (3) courses and distances:
 - 1.) Thence southwesterly along a curve to the left having a radius of 25.00 feet and an arc length of 38.73 feet (South $60^{\circ} 59' 37''$ West, 34.97 feet) to a point of tangency;
 - 2.) Thence South $15^{\circ} 22' 00''$ West for a distance of 208.38 feet to a point; and
 - 3.) Thence South $21^{\circ} 54' 00''$ West for a distance of 80.91 feet to a point, said point also being the intersection of the easterly line of Lochvue Drive and the northeasterly line of Spring Avenue Extension – Co. Rte. 130; thence North $35^{\circ} 26' 00''$ West along the northeasterly line of Spring Avenue Extension – Co. Rte. 130 for a distance of 59.39 feet to the point and place of beginning, containing 2.28 acres of land, more or less.

Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

Schedule B



NOTES

- 1) GENERAL PURPOSE PAVEMENT TYPE OF PAVEDWAY - 1/4" ASPHALT ON 4" SAND & 4" GRAVEL.
- 2) EXISTING UTILITIES SHOWN SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
- 3) BEARING IS REFERENCED TO MAP REFERENCE NO. 1.
- 4) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS, RECORDS OR SURVEYS.
- 5) SUBJECT TO ANY STATEMENT OF FACTS AND UNDISCLOSED ASPECTS OF TITLE RECORDS.
- 6) UNDEVELOPED PORTIONS OF COMMON AREAS ARE SHOWN ON UNDER PROPOSED PAVEDWAY AND SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
- 7) EXISTING UTILITIES SHOWN SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
- 8) ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
- 9) ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
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- 16) ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
- 17) ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.

MAP REFERENCE

- 1) MAP DATED 12/27/12 BY ROBERTS & ASSOCIATES, LLP, LOCATED AT 100 WEST 11th STREET, SUITE 100, NEW YORK, NY 10011.
- 2) MAP DATED 12/27/12 BY ROBERTS & ASSOCIATES, LLP, LOCATED AT 100 WEST 11th STREET, SUITE 100, NEW YORK, NY 10011.
- 3) MAP DATED 12/27/12 BY ROBERTS & ASSOCIATES, LLP, LOCATED AT 100 WEST 11th STREET, SUITE 100, NEW YORK, NY 10011.
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ROBERTS & ASSOCIATES, LLP
 ENGINEERS AND SURVEYORS
 100 WEST 11th STREET
 SUITE 100
 NEW YORK, NY 10011
 PHONE: (212) 691-1100
 FAX: (212) 691-1101
 WWW: WWW.ROBERTSANDASSOCIATES.COM



February 9, 2018

2603 Guilderland Avenue
Schenectady
New York 12306

t.518.393.7725
f.518.393.2324

info@ingallsllp.com
www.ingallsllp.com

Thomas Field, PE
Ryan Biggs/Clark Davis Engineering & Surveying
20 Shaker Road
P.O. Box 730
New Lebanon, NY 12125

**Re: Lochvue Subdivision
Town of Poestenkill**

Dear Mr. Field:

Representatives from Ingalls & Associates, LLP performed a post-construction survey and prepared a Record Plan (enclosed) dated May 9, 2017 and last revised February 9, 2018. Periodic observations were also performed during construction of the subdivision infrastructure. In accordance with Town Code Chapter A240-2, this Plan and related observations verify that components of the new roadway and related infrastructure were installed in general conformance with approved plans and specifications. The reference documents include an approved plan set prepared by this office entitled "Lochvue Estates Subdivision"; last revised July 23, 2013 and approved by the Town Planning Board on August 6, 2013.

Please feel free to contact this office at 393-7725, Ext. 113 if you have any additional questions.

Respectfully,
Ingalls & Associates, LLP

David F. Ingalls, PE, LEED BD+C
Partner

Enclosure: As Built Record Survey

Cc: Andy Gilchrist, Esq.
43 Mall, Ltd

TOWN OF POESTENKILL, RENSSELAER COUNTY, NEW YORK

TOWN HIGHWAY SUPERINTENDENT'S ORDER TO LAY OUT
A NEW PUBLIC HIGHWAY

In the Matter of Laying Out of
Lochvue Drive and McKinley Way
as a Public Highway in the Town of
Poestenkill, Rensselaer County, New York

A Deed to the Town of Montgomery dated the 16th day of January, 2020 describing certain lands therein for highway purposes in the Town of Poestenkill having been filed with the Town of Poestenkill, together with the written consent of the Town Board of the Town of Poestenkill, being endorsed thereon and attached thereto by way of a Resolution of the Town Board dated January 16, 2020.

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 County, New York:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Poestenkill, County of Rensselaer, State of New York, within the Lochvue Estates Subdivision and being known as lands of 43 Mall, Ltd. and more accurately bounded and described as follows:

SEE SCHEDULE "A" ATTACHED HERETO

which said highway shall be known as Lochvue Drive and McKinley Way.

Dated in the Town of Poestenkill, Rensselaer County, New York, this 16th day of January, 2020.

TOBY CHADWICK
HIGHWAY SUPERINTENDENT
TOWN OF POESTENKILL

Schedule A

Technical Description
Lochvue Drive
Lochvue Estates Subdivision

All that piece or parcel of land, situate in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly and easterly of Spring Avenue Extension – Co. Rte. 130, westerly of Grandview Drive and being more particularly bounded and described as follows:

Beginning at a point on the northeasterly line of Spring Avenue Extension – Co. Rte. 130 at its intersection with the division line between lands formerly 43 Mall Ltd. (L. 1891 P. 307) and now of Voland Organization, LLC (L. 8035 P. 279) also being #32-43 McKinley Way on the west and lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) and also being the westerly line of Lochvue Drive as the same is shown on a map entitled "Survey & Subdivision Plat, Lochvue Estates, Lands N/F Of 43 Mall Ltd." as prepared by Brian R. Holbritter, Land Surveyor and dated March 2009 and filed in the Rensselaer County Clerk's Office as Map 2013-104, thence along said division line and also being the westerly line of Lochvue Drive the following two (2) courses and distances:

- 1.) Thence North $21^{\circ} 54' 00''$ East for a distance of 46.00 feet to a point; and
- 2.) Thence North $15^{\circ} 22' 00''$ East for a distance of 289.06 feet to a point, said point also being the intersection of said westerly line and the northerly line of Lochvue Drive; thence easterly and southerly along the northerly and easterly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following eleven (11) courses and distances:
 - 1.) Thence North $84^{\circ} 12' 25''$ East for a distance of 55.34 feet to a point of curvature
 - 2.) Thence southeasterly along a curve to the left having a radius of 25.00 feet and an arc length of 42.80 feet (chord South $24^{\circ} 49' 41''$ East, 37.77 feet) to a point of tangency;
 - 3.) Thence South $73^{\circ} 33' 00''$ East for a distance of 83.49 feet to a point of curvature;
 - 4.) Thence southeasterly along a curve to the right having a radius of 555.00 feet and an arc length of 263.58 feet (chord South $59^{\circ} 09' 12''$ East, 261.11 feet) to a point of tangency;
 - 5.) Thence South $44^{\circ} 45' 00''$ East for a distance of 109.40 feet to a point of curvature;
 - 6.) Thence southeasterly along a curve to the left having a radius of 255.00 feet and an arc length of 147.18 feet (chord South $63^{\circ} 34' 25''$ East, 145.15 feet) to a point of tangency;
 - 7.) Thence South $82^{\circ} 23' 00''$ East for a distance of 175.95 feet to a point of curvature;
 - 8.) Thence southeasterly along a curve to the left having a radius of 475.00 feet and an arc length of 42.60 feet (chord South $84^{\circ} 57' 18''$ East, 42.59 feet) to a point of tangency;
 - 9.) Thence South $87^{\circ} 31' 00''$ East for a distance of 509.44 feet to a point of curvature;
 - 10.) Thence northeasterly along a curve to the left having a radius of 50.00 feet and an arc length of 41.03 feet (chord North $68^{\circ} 58' 34''$ East, 39.89 feet) to a point of reverse curvature,
 - 11.) Thence easterly and southerly along a curve to the right having a radius of 60.00 feet and an arc length of 286.96 feet (chord South $02^{\circ} 28' 57''$ West, 81.82 feet) to a point of reverse curvature, said point also being on the southerly line of Lochvue Drive; thence westerly and northerly along the southerly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following eight (8) courses and distances
 - 1.) Thence northwesterly along a curve to the left having a radius of 50.00 feet and an arc length of 41.03 feet (chord North $64^{\circ} 00' 34''$ West, 39.89 feet) to a point of tangency
 - 2.) Thence North $87^{\circ} 31' 00''$ West for a distance of 509.44 feet to a point of curvature;
 - 3.) Thence northwesterly along a curve to the right having a radius of 525.00 feet and an arc length of 47.09 feet (chord North $84^{\circ} 57' 18''$ West, 47.07 feet) to a point of tangency;
 - 4.) Thence North $82^{\circ} 23' 00''$ West for a distance of 175.95 feet to a point of curvature;
 - 5.) Thence northwesterly along a curve to the right having a radius of 305.00 feet and an arc length of 180.00 feet (chord North $63^{\circ} 34' 25''$ West, 177.40 feet) to a point of tangency;

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- 7.) Thence northwesterly along a curve to the left having a radius of 505.00 feet and an arc length of 238.45 feet (chord North $59^{\circ} 09' 12''$ West, 236.24 feet) to a point of tangency;
- 8.) Thence North $73^{\circ} 33' 00''$ West (map North $73^{\circ} 36'$ West) for a distance of 83.49 feet (map 83.35 feet) to a point of curvature, said point also being the intersection of the southerly and easterly line of Lochvue Drive; thence southerly along the easterly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following three (3) courses and distances:
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Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

TOWN OF POESTENKILL
STATE OF NEW YORK COUNTY OF RENSSELAER

In the Matter of the Dedication of:
Lochvue Drive and McKinley Way
Lochvue Estates Subdivision

**TOWN BOARD
CONSENT TO
ACCEPTANCE OF
PUBLIC HIGHWAY**

At a duly noticed meeting held at the Town Hall, Poestenkill, New York on January 16, 2020,
the Town Board of the Town of Poestenkill, County of Rensselaer, State of New York hereby
RESOLVES as follows:

For the reasons set forth elsewhere in the record of these proceedings, the Town Board hereby
consents to the acceptance of Lochvue Drive and McKinley Way located within the Lochvue
Estates Subdivision in the Town of Poestenkill as described in the attached Schedule "A" as
public highways of the Town of Poestenkill, and as further described on the Record Plan
attached hereto as Schedule "B".

As a condition to the acceptance of such public highway, and as agreed by the Owner, the Town
accepts road completion and repair security in the amount of \$53,500.00 in a form acceptable to
the Town Board as follows:

- _____ Maintenance Bond;
- _____ Irrevocable Stand-by Letter of Credit; or
- _____ Cash Deposit.

Any security currently held by the Town of Poestenkill for performance of public improvements within the Lochvue Estates Subdivision shall be applied to the road completion and repair security amount as set forth above.

The foregoing Resolution, offered by _____ and seconded by _____, was approved by affirmative votes of a majority of the members of the Town Board as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absences: _____

The foregoing Resolution was thereupon declared duly adopted.

Dated: January 16, 2020
Poestenkill, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF POESTENKILL

SUSAN HORTON, TOWN CLERK

Schedule A

Technical Description Lochvue Drive Lochvue Estates Subdivision

All that piece or parcel of land, situate in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly and easterly of Spring Avenue Extension – Co. Rte. 130, westerly of Grandview Drive and being more particularly bounded and described as follows:

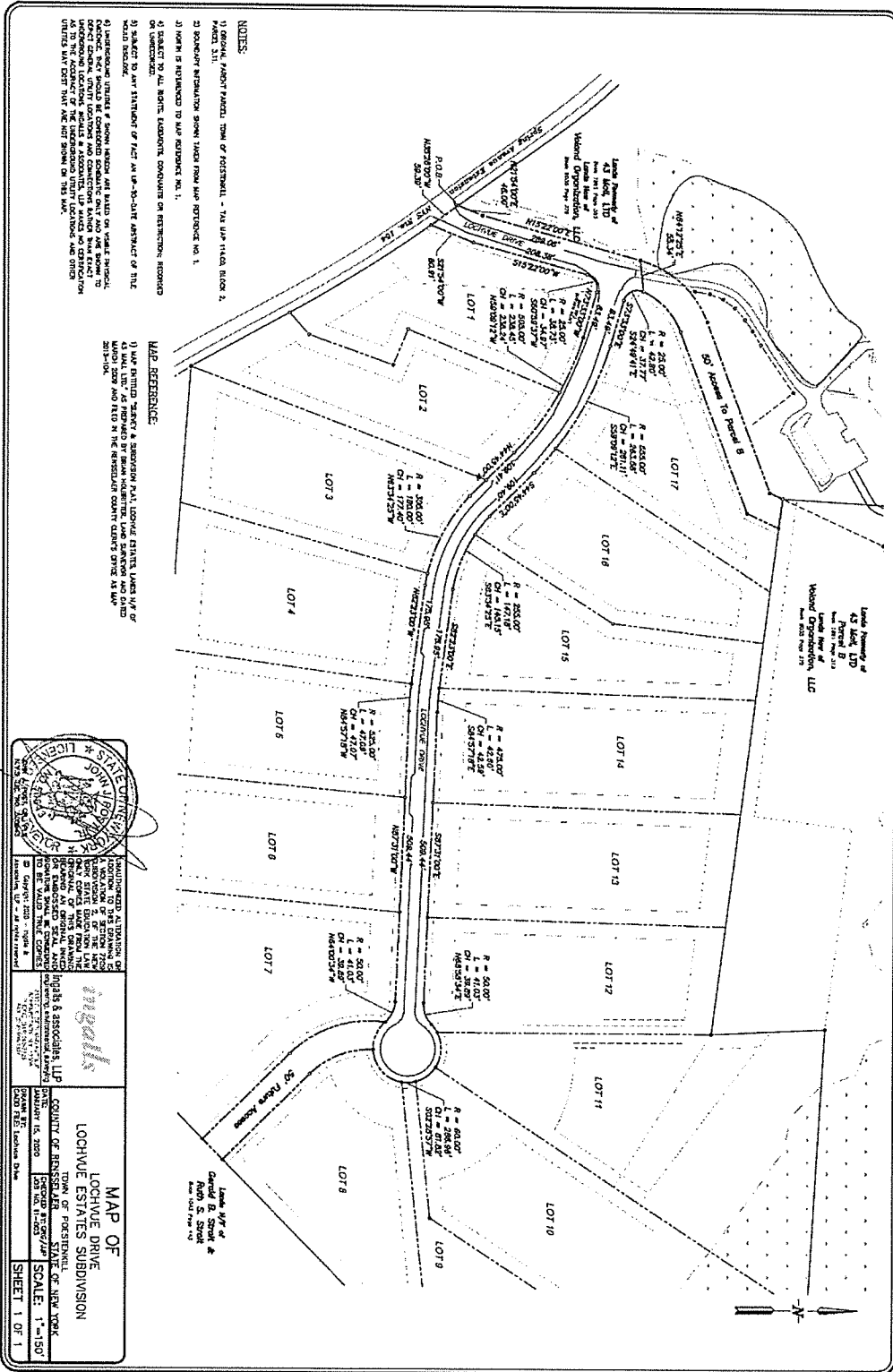
Beginning at a point on the northeasterly line of Spring Avenue Extension – Co. Rte. 130 at its intersection with the division line between lands formerly 43 Mall Ltd. (L. 1891 P. 307) and now of Voland Organization, LLC (L. 8035 P. 279) also being #32-43 Mekinley Way on the west and lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) and also being the westerly line of Lochvue Drive as the same is shown on a map entitled "Survey & Subdivision Plat, Lochvue Estates, Lands N/F Of 43 Mall Ltd." as prepared by Brian R. Holbritter, Land Surveyor and dated March 2009 and filed in the Rensselaer County Clerk's Office as Map 2013-104, thence along said division line and also being the westerly line of Lochvue Drive the following two (2) courses and distances:

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 - 4.) Thence southeasterly along a curve to the right having a radius of 555.00 feet and an arc length of 263.58 feet (chord South $59^{\circ} 09' 12''$ East, 261.11 feet) to a point of tangency;
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Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

Schedule B



Map of
LOCHVUE DRIVE
LOCHVUE ESTATES SUBDIVISION
 COUNTY OF WESTBURY OF WESTBURY TOWN OF WESTBURY
 STATE OF NEW YORK
 SCALE: 1"=150'
 SHEET 1 OF 1

Maple & Associates, LLP
 100 West Broadway, Suite 200
 Westbury, New York 11591
 Tel: 516-336-1100
 Fax: 516-336-1101
 www.mapleandassociates.com

Surveyor General of the State of New York
 M. J. ...
 100 West Broadway, Suite 200
 Westbury, New York 11591
 Tel: 516-336-1100
 Fax: 516-336-1101
 www.surveyor.state.ny.us

WARRANTY DEED

THIS INDENTURE, made the ____ day of _____, 2020, between

43 MALL, LTD., a New York Corporation, with an address of 86 Mountain View Drive, Averill Park, New York 12018, party of the first part, and

TOWN OF POESTENKILL, a municipal corporation with offices at 38 Davis Drive, Poestenkill, New York 12140, party of the second part.

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its heirs or successors and assigns forever,

SEE SCHEDULE A

BEING a portion of the same premises conveyed by John H. Clinton, Jr., Mark A. Small, and Stuart R. Small by deed dated July 20, 2005 and recorded in the Rensselaer County Clerk's Office at Book 1891 of Deeds at Page 313.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs or successors and assigns forever;

AND the parties of the first part covenant as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises;

SECOND, that the parties of the first part will forever **Warrant** the title to said premises;

AND that in compliance with Section 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

This conveyance is made in the normal course of business and does not constitute all, or substantially all, of the assets of 43 Mall, Ltd.

IN WITNESS WHEREOF, the parties of the first part have duly executed this deed the day and year first above written.

In Presence of:

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the document.

Notary Public

RECORD & RETURN TO:

Schedule A

Technical Description Lochvue Drive Lochvue Estates Subdivision

All that piece or parcel of land, situate in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly and easterly of Spring Avenue Extension – Co. Rte. 130, westerly of Grandview Drive and being more particularly bounded and described as follows;

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 - 9.) Thence South $87^{\circ} 31' 00''$ East for a distance of 509.44 feet to a point of curvature;
 - 10.) Thence northeasterly along a curve to the left having a radius of 50.00 feet and an arc length of 41.03 feet (chord North $68^{\circ} 58' 34''$ East, 39.89 feet) to a point of reverse curvature,
 - 11.) Thence easterly and southerly along a curve to the right having a radius of 60.00 feet and an arc length of 286.96 feet (chord South $02^{\circ} 28' 57''$ West, 81.82 feet) to a point of reverse curvature, said point also being on the southerly line of Lochvue Drive; thence westerly and northerly along the southerly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following eight (8) courses and distances:
 - 1.) Thence northwesterly along a curve to the left having a radius of 50.00 feet and an arc length of 41.03 feet (chord North $64^{\circ} 00' 34''$ West, 39.89 feet) to a point of tangency
 - 2.) Thence North $87^{\circ} 31' 00''$ West for a distance of 509.44 feet to a point of curvature;
 - 3.) Thence northwesterly along a curve to the right having a radius of 525.00 feet and an arc length of 47.09 feet (chord North $84^{\circ} 57' 18''$ West, 47.07 feet) to a point of tangency;
 - 4.) Thence North $82^{\circ} 23' 00''$ West for a distance of 175.95 feet to a point of curvature;
 - 5.) Thence northwesterly along a curve to the right having a radius of 305.00 feet and an arc length of 180.00 feet (chord North $63^{\circ} 34' 25''$ West, 177.40 feet) to a point of tangency;

- 6.) Thence North $44^{\circ} 45' 00''$ West for a distance of 109.41 feet to a point of curvature;
- 7.) Thence northwesterly along a curve to the left having a radius of 505.00 feet and an arc length of 238.45 feet (chord North $59^{\circ} 09' 12''$ West, 236.24 feet) to a point of tangency;
- 8.) Thence North $73^{\circ} 33' 00''$ West (map North $73^{\circ} 36'$ West) for a distance of 83.49 feet (map 83.35 feet) to a point of curvature, said point also being the intersection of the southerly and easterly line of Lochvue Drive; thence southerly along the easterly line of Lochvue Drive and continuing through lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) the following three (3) courses and distances:
 - 1.) Thence southwesterly along a curve to the left having a radius of 25.00 feet and an arc length of 38.73 feet (South $60^{\circ} 59' 37''$ West, 34.97 feet) to a point of tangency;
 - 2.) Thence South $15^{\circ} 22' 00''$ West for a distance of 208.38 feet to a point; and
 - 3.) Thence South $21^{\circ} 54' 00''$ West for a distance of 80.91 feet to a point, said point also being the intersection of the easterly line of Lochvue Drive and the northeasterly line of Spring Avenue Extension – Co. Rte. 130; thence North $35^{\circ} 26' 00''$ West along the northeasterly line of Spring Avenue Extension – Co. Rte. 130 for a distance of 59.39 feet to the point and place of beginning, containing 2.28 acres of land, more or less.

Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor) 43 Mall, Ltd. Mailing address PO Box 214 City State ZIP code Sand Lake NY 12153 Single member's name if grantor is a single member LLC (see instructions)	Social Security number Social Security number EIN Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee) Town of Poestenkill Mailing address 38 Davis Drive City State ZIP code Poestenkill NY 12140 Single member's name if grantee is a single member LLC (see instructions)	Social Security number Social Security number EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
	383800	Lochvue Drive	Poestenkill	Rensselaer

Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other <u>Subdivision Rd</u>	Date of conveyance <table style="border: 1px solid black; width: 100%;"> <tr> <td style="width: 33%; text-align: center;"> </td> <td style="width: 33%; text-align: center;"> </td> <td style="width: 33%; text-align: center;">2020</td> </tr> <tr> <td style="text-align: center; font-size: small;">month</td> <td style="text-align: center; font-size: small;">day</td> <td style="text-align: center; font-size: small;">year</td> </tr> </table>			2020	month	day	year	Percentage of real property conveyed which is residential real property <u>100</u> % (see instructions)
		2020							
month	day	year							

Condition of conveyance (mark all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) d. <input type="checkbox"/> Conveyance to cooperative housing corporation e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. <input type="checkbox"/> Conveyance of cooperative apartment(s) i. <input type="checkbox"/> Syndication j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input type="checkbox"/> Leasehold grant o. <input type="checkbox"/> Conveyance of an easement p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3) q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state r. <input type="checkbox"/> Conveyance pursuant to divorce or separation s. <input type="checkbox"/> Other (describe) _____
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For recording officer's use	Amount received Schedule B, Part 1 \$ _____ Schedule B, Part 2 \$ _____	Date received	Transaction number
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Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark the exemption claimed box, enter consideration and proceed to Part 3) <input checked="" type="checkbox"/> Exemption claimed	1.		0 00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		0 00
3	Taxable consideration (subtract line 2 from line 1)	3.		0 00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		0 00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		0 00
6	Total tax due* (subtract line 5 from line 4)	6.		0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature

Title

Grantee signature

Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark the second box under *Exemptions for nonresident transferor(s)/seller(s)*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name 43 Mall, Ltd., by Mark J. Pettrone, President	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, § 663(c), mark the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

1. Property Location: Lochvue Drive
 * STREET NUMBER: Poestenkill
 * STREET NAME: Lochvue Drive
 * CITY OR TOWN: Poestenkill
 VILLAGE: _____
 * ZIP CODE: 12140

2. Buyer Name: Town of Poestenkill
 * LAST NAME/COMPANY: _____
 FIRST NAME: _____

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)
 LAST NAME/COMPANY: _____
 FIRST NAME: _____
 STREET NUMBER AND NAME: _____
 CITY OR TOWN: _____
 STATE: _____
 ZIP CODE: _____

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:

5. Deed Property Size: X FRONT FEET OR 3.27 DEPTH ACRES

4A. Planning Board with Subdivision Authority Exists
 4B. Subdivision Approval was Required for Transfer
 4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name: 43 Mall, Ltd.
 * LAST NAME/COMPANY: _____
 FIRST NAME: _____

*7. Select the description which most accurately describes the use of the property at the time of sale:
 D. Non-Residential Vacant Land

Check the boxes below as they apply:
 8. Ownership Type is Condominium
 9. New Construction on a Vacant Land
 10A. Property Located within an Agricultural District
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date: _____
 * 12. Date of Sale/Transfer: _____
 * 13. Full Sale Price: 0.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
 14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:

A. Sale Between Relatives or Former Relatives
 B. Sale between Related Companies or Partners in Business.
 C. One of the Buyers is also a Seller
 D. Buyer or Seller is Government Agency or Lending Institution
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Status and Sale Dates
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None

Comment(s) on Condition: _____

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) _____ *17. Total Assessed Value _____
 *18. Property Class _____ *19. School District Name _____
 *20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s)) _____

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

BUYER CONTACT INFORMATION

SELLER SIGNATURE _____ DATE _____
 BUYER SIGNATURE _____
 BUYER SIGNATURE _____ DATE _____

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Jacangelo _____ Dominic, Supervisor _____
 * LAST NAME FIRST NAME
 * AREA CODE _____ * TELEPHONE NUMBER (Ex: 9999999) _____
 38 _____ Davis Drive _____
 * STREET NUMBER * STREET NAME

From: Andrew W. Gilchrist <agilchrist@gilchristtingley.com>

To: 'jackcaseyj@aol.com' <jackcaseyj@aol.com>

Subject: Lochvue

Date: Wed, Jan 15, 2020 5:03 pm

Attachments: Recorded Easement Agreement.pdf (977K), Filed Subdivision Plat Amendment.pdf (118K)

Jack- Per our discussion, the project owner, 43 Mall Ltd., intends to dedicate the stormwater facilities, including access easement to these facilities, upon completion of the project. Upon completion of the project, the owner will be submitting a Notice to Terminate (NOT) coverage under the NYS General Stormwater Permit for Construction Activities, which will need to be accepted by the Town. The owner will be dedicating the stormwater facilities, including access easements, in connection with the submission of the NOT to the Town. The owner has already obtained an easement from the adjacent property owner on which the stormwater pond has been constructed, and it has been recorded in the Rensselaer County Clerk's Office. See attached. By way of background for you, the original subdivision plat included the 50' wide right-of-way adjacent to Lot 17 for access to the stormwater pond. It was determined by the Town and the owner that an alternate access to that stormwater pond was preferable. This resulted in a plat amendment approved by the Poestenkill Planning Board. That plat amendment is also attached. The easement to the stormwater pond matches the amended subdivision plat. If there are any other questions on this, please give me a call at your convenience. Thanks for your efforts on this. Andy.

Andrew W. Gilchrist

Shareholder • agilchrist@gilchristtingley.com



Gilchrist Tingley, P.C.

<http://www.gilchristtingley.com>

251 River Street, Suite 201 • Troy, New York 12180

Phone: (518) 238-3759 ext. 202 • Fax: (518) 203-7755

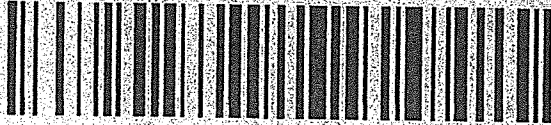
CONFIDENTIALITY - PRIVILEGE NOTICE: Information contained or attached to this email is confidential, protected from disclosure and may be attorney-client privileged information. If you are not the intended recipient, access to this email is unauthorized. Any unauthorized review, dissemination or copying is strictly prohibited and may be unlawful. If you receive this email in error, please immediately email the sender and delete this email and any attachments from your system.

IRS CIRCULAR 230 DISCLOSURE: IRS regulations require us to notify you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.



RENSSELAER COUNTY - STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 8539 / 292
INSTRUMENT #: 2018-535064

Receipt#: 1136802
Clerk: RK
Rec Date: 06/19/2018 02:43:55 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 7
Rec'd Frm: GILCHRIST TINGLEY PC

Party1: VOLAND ORGANIZATION LLC
Party2: 43 MALL LTD
Town: POESTENKILL

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 80.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 80.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 4171
Transfer Tax
Consideration: 0.00

Total: 0.00

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Record and Return To:

GILCHRIST TINGLEY PC
251 RIVER ST
SUITE 201
TROY NY 12180

Frank Merola
Rensselaer County Clerk

Record and Return to:
Gilchrist Tingley, PC
251 River Street, Suite 201
Troy, NY 12180

114.-2-3.12
114.-2-3.21

Instr # 2018-535064
Bk 8539 Pg: 292

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the 30 day of May, 2018, by and between Voland Organization, LLC, a New York limited liability company with offices at PO Box 424, Watervliet, New York 12189 (hereinafter "Party of the First Part"), and 43 Mall Ltd, a New York Corporation with offices located at PO Box 214, Sand Lake, New York 12153 (hereinafter "Party of the Second Part").

WITNESSETH:

WHEREAS, the Party of the First Part is the owner of real property located in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly of Spring Avenue Extension and westerly of Grandview Drive, identified as Rensselaer County Tax Map Parcels 114.-2-3.12 and 114.-2-3.21; and

WHEREAS, the Party of the Second Part has previously constructed a certain stormwater management facility located on Rensselaer County Tax Map Parcel 114.-2-3.12 as depicted on the Lochvue Subdivision Plat, identified as Lochvue Estates and filed in the Office of the Rensselaer County Clerk at Map 2013-104; and

WHEREAS, the Party of the Second Part desires to obtain, and the Party of the First Part desires to grant, an easement on, over, and across the lands of the Party of the First Part as hereinabove described for access to such stormwater management facility; and

WHEREAS, the parties have agreed upon and set forth their respective rights and obligations with respect to such easement for access as set forth in this agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. **Grant of Easement.** The Party of the First Part hereby grants to the Party of the Second Part a non-exclusive easement on, over, and across a portion of the property owned by the Party of the First Part and as identified as that Storm Pond Parcel on the drawing attached hereto as Schedule A, and legally described on Schedule B hereto, for the purpose of installation, operation, maintenance, repair, replacement and continuation of the stormwater management facility located thereon and as depicted in the Lochvue Subdivision Plat described above, and further hereby grants to the Party of the Second Part a non-exclusive easement on, over, and across a portion of the property owned by the Party of the First Part and as identified on the drawing attached hereto as Schedule C, and legally described on Schedule D hereto, for the purpose of providing vehicular and pedestrian access to the stormwater management pond parcel (Schedule A, B, C, and D collectively identified as the "Easement Area").

2. **No Obstruction.** The Party of the First Part shall not in any way obstruct or otherwise impair the Easement Area as described herein, including but not limited to locating any buildings or structures of any kind or tree or vegetation planting which inhibits the operation of the stormwater management facility and access thereto as described herein.

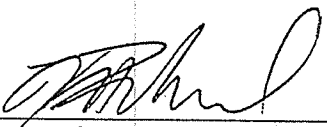
3. **Duration.** The agreement contained herein and the rights granted hereby shall run with the land in perpetuity, and shall be binding upon and insure to benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. **Assignment.** It is the intent of the Party of the Second Part, and acknowledged and agreed to by the Party of the First Part, that the easement granted herein shall be assigned and transferred by the Party of the Second Part to the Town of Poestenkill in connection with the dedication of public improvements for the Lochvue Subdivision as filed in the Rensselaer County Clerk's Office at Map 2013-104.

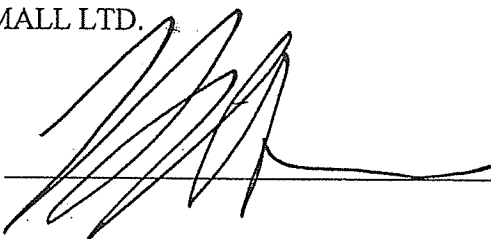
IN WITNESS WHEREOF, the parties have executed and delivered this agreement as of the date first listed above.

VOLAND ORGANIZATION, LLC

43 MALL LTD.

BY: 

Manager Member

BY: 

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

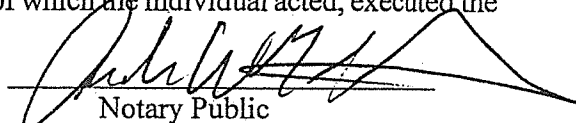
On the 30th day of May in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Voland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the document.


Notary Public

MARGARET LOVELL LYNCH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LY6354510
Qualified in Schenectady County
My Commission Expires 02-13-2021

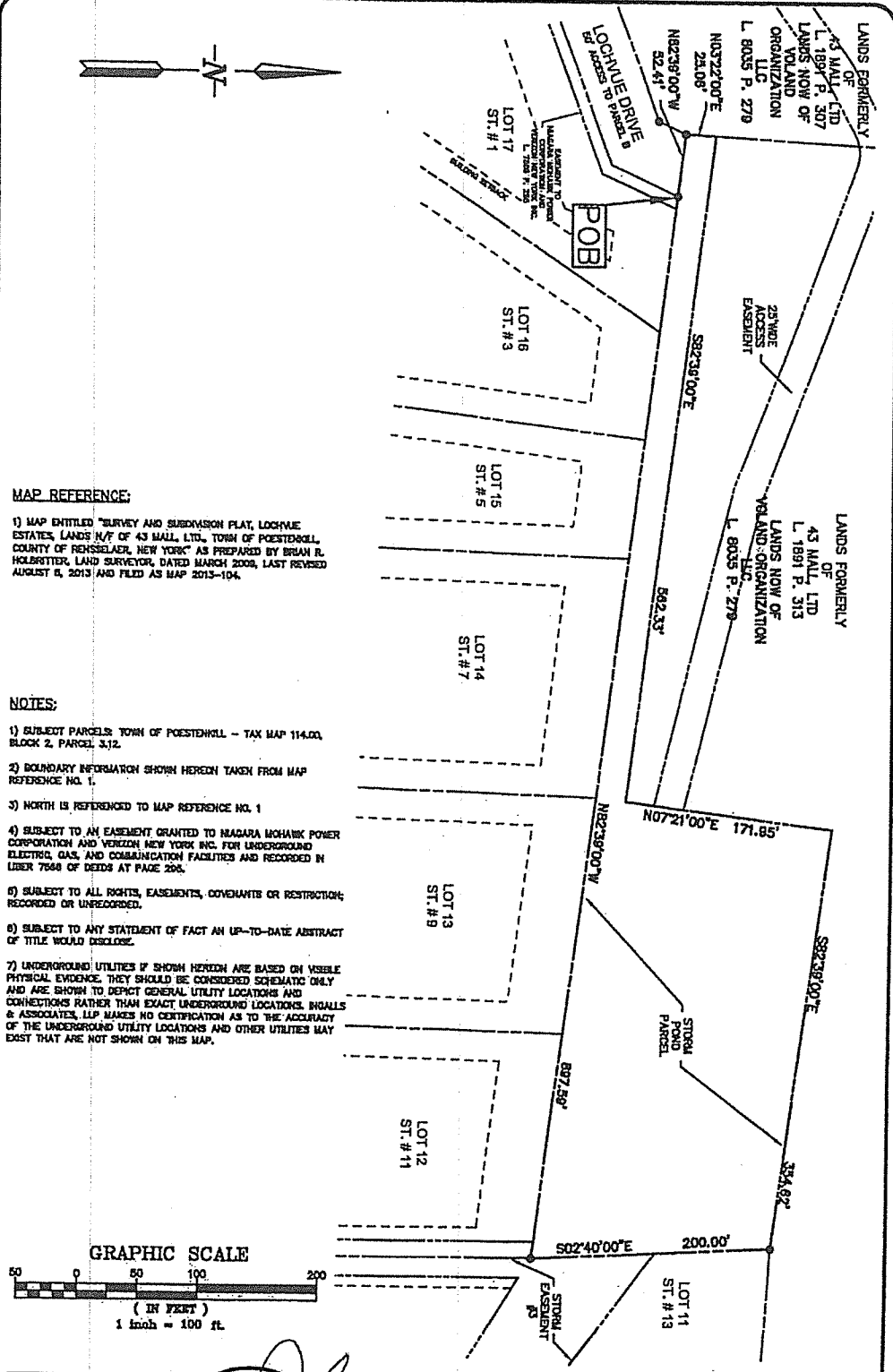
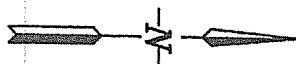
STATE OF NEW YORK)
COUNTY OF Rensselaer) ss.:

On the 30 day of May in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Ken Baer, 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 upon behalf of which the individual acted, executed the document.


Notary Public

Andrew W. Gilchrist
Notary Public – The State of New York
No. 4944018
Qualified in Rensselaer County
My Commission Expires: November 14, 2018

Schedule A



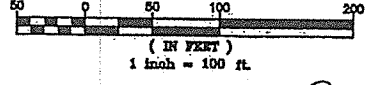
MAP REFERENCE:

1) MAP ENTITLED "SURVEY AND SUBDIVISION PLAN, LOCHVUE ESTATES, LANDS N/W OF 43 MALL, LTD., TOWN OF POESTENKILL, COUNTY OF RENSSELAER, NEW YORK" AS PREPARED BY BRIAN R. HOLBRITTER, LAND SURVEYOR, DATED MARCH 2009, LAST REVISED AUGUST 6, 2013 AND FILED AS MAP 2013-104.

NOTES:

- 1) SUBJECT PARCELS: TOWN OF POESTENKILL - TAX MAP 114.00, BLOCK 2, PARCEL 3,12.
- 2) BOUNDARY INFORMATION SHOWN HEREIN TAKEN FROM MAP REFERENCE NO. 1.
- 3) NORTH IS REFERENCED TO MAP REFERENCE NO. 1.
- 4) SUBJECT TO AN EASEMENT GRANTED TO NIAGARA MOHAWK POWER CORPORATION AND VERIZON NEW YORK INC. FOR UNDERGROUND ELECTRIC, GAS, AND COMMUNICATION FACILITIES AND RECORDED IN LIBER 7548 OF DEEDS AT PAGE 294.
- 5) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS RECORDED OR UNRECORDED.
- 6) SUBJECT TO ANY STATEMENT OF FACT AN UP-TO-DATE ABSTRACT OF TITLE WOULD DISCLOSE.
- 7) UNDERGROUND UTILITIES IF SHOWN HEREIN ARE BASED ON VISIBLE PHYSICAL EVIDENCE. THEY SHOULD BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO DEPICT GENERAL UTILITY LOCATIONS AND CONNECTIONS RATHER THAN EXACT UNDERGROUND LOCATIONS. INGALLS & ASSOCIATES, LLP MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITY LOCATIONS AND OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS MAP.

GRAPHIC SCALE



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ingalls

ingalls & associates, LLP
engineers / surveyors

1800 CANTONLAND AVENUE
ROCHESTER, NY 14624
PHONE: (716) 592-7725
FAX: (716) 592-5255

MAP OF STORM POND PARCEL
TO BE GRANTED TO THE TOWN OF POESTENKILL
LOCHVUE ESTATES
TOWN OF POESTENKILL
COUNTY OF RENSSELAER STATE OF NEW YORK

DATE: DECEMBER 8, 2017	CHECKED BY: JLP JOB NO. 11-003	SCALE: 1"=100'
DRAWN BY: CADD FILE: STORM_POND_PARCEL		SHEET 1 OF 1

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Schedule B



December 8, 2017

Technical Description
Storm Pond Parcel
Lochvue Estates Subdivision

All that piece or parcel of land, situate in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly and easterly of Lochvue Drive, westerly of Grandview Drive and being more particularly bounded and described as follows;

Beginning at a point on the easterly line of Lochvue Drive at its intersection with the division line between Lot 17 being #1 Lochvue Drive on the southeast and lands formerly of 43 Mall Ltd. (L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) being Storm Pond Parcel the herein described on the north, said point also being the northerly terminus of Lochvue Drive as the same is shown on a map entitled "Survey & Subdivision Plat, Lochvue Estates, Lands N/F Of 43 Mall Ltd." as prepared by Brian R. Holbriiter, Land Surveyor and dated March 2009 and filed in the Rensselaer County Clerk's Office as Map 2013-104; thence North 82° 39' 00" West along said northerly terminus and across Lochvue Drive for a distance of 52.41 feet to a point, said point also being on the westerly line of Lochvue Drive at its intersection with the division line between lands formerly of 43 Mall Ltd. (L. 1891 P. 307) and now of Voland Organization, LLC (L. 8035 P. 279) also being #32-43 Mckinley Way on the west and lands formerly of 43 Mall Ltd. (L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) being Storm Pond Parcel the herein described on the east; thence North 03° 22' 30" East along said division line for a distance of 25.06 feet to a point; thence through lands formerly of 43 Mall Ltd. (L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) and along the northerly and westerly line of said Storm Pond Parcel the following three (3) courses and distances:

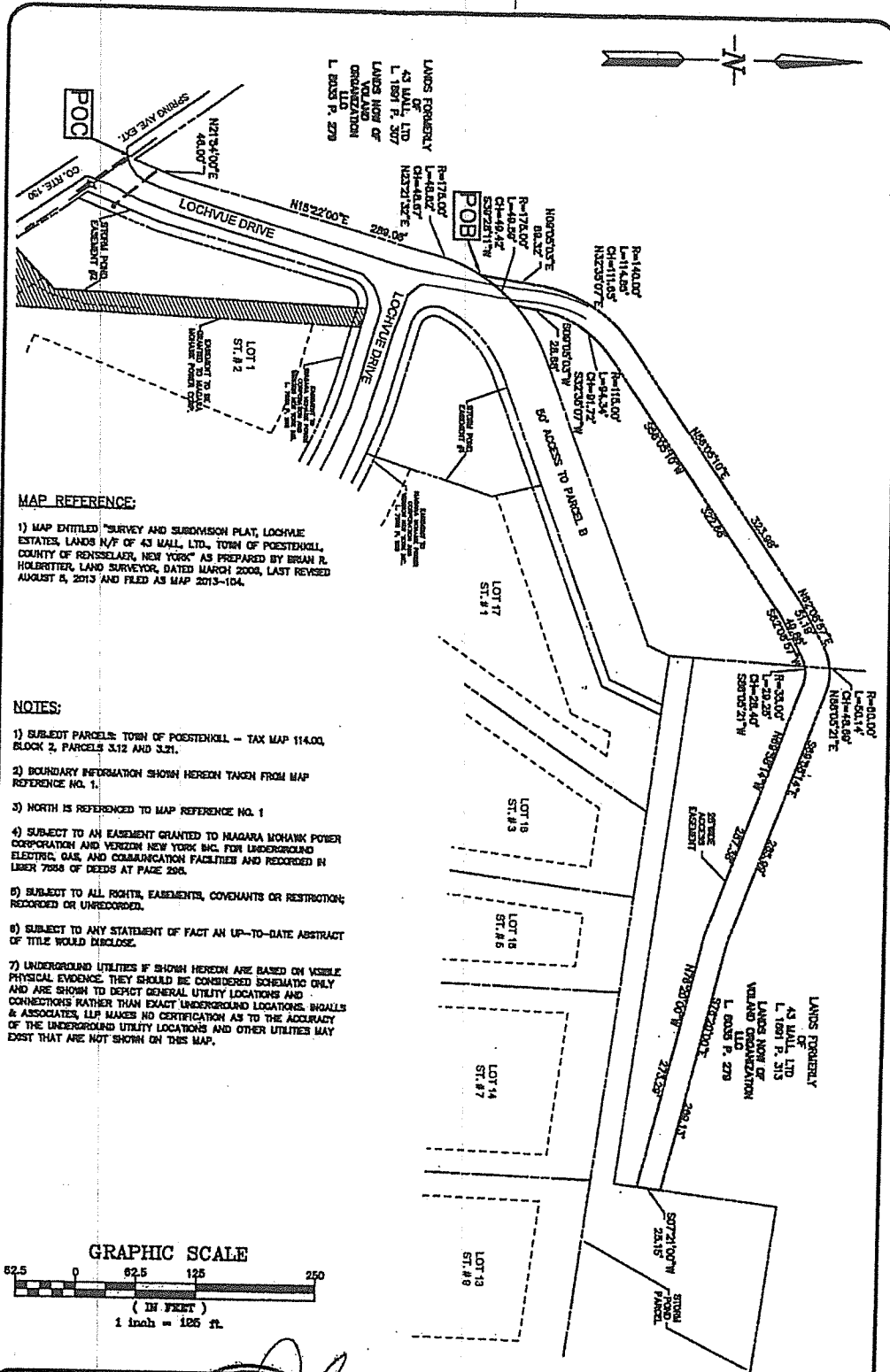
- 1.) Thence South 82° 39' 00" East for a distance of 562.33 feet to a point;
- 2.) Thence North 07° 21' 00" East for a distance of 171.95 feet to a point; and
- 3.) Thence South 82° 39' 00" East for a distance of 354.62 feet to a point, said point also being on the division line between Lot 11 being #13 Lochvue Drive on the east and lands formerly of 43 Mall Ltd. (L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) being Storm Pond Parcel the herein described on the west; thence South 02° 40' 00" East along said division line for a distance of 200.00 feet to a point, said point also being on the division line between Lot 12 being #11 Lochvue Drive on the south and lands formerly of 43 Mall Ltd. (L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) being Storm Pond Parcel the herein described on the north; thence North 82° 39' 00" West along said division line and also along the rear of Lots 13 thru 16 Lochvue Drive for a distance of 897.59 feet to the point and place of beginning, containing 2.00 acres of land, more or less.

Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

11-003 Storm Pond Parcel desc.doc

ingallsllp.com 2603 guilderland avenue schenectady, ny 12306
telephone:518.393.7725 facsimile:518.393.3761

Schedule C

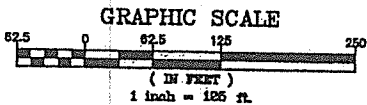


MAP REFERENCE:

1) MAP ENTITLED "SURVEY AND SUBDIVISION PLAT, LOCHVUE ESTATES, LANDS N/W OF 43 WALL, LTD., TOWN OF POESTENKILL, COUNTY OF RENSSELAER, NEW YORK" AS PREPARED BY BRIAN R. HOLBERTER, LAND SURVEYOR, DATED MARCH 2000, LAST REVISED AUGUST 4, 2013 AND FILED AS MAP 2013-104.

NOTES:

- 1) SUBJECT PARCELS: TOWN OF POESTENKILL - TAX MAP 114.00, BLOCK 2, PARCELS 3.12 AND 3.21.
- 2) BOUNDARY INFORMATION SHOWN HEREIN TAKEN FROM MAP REFERENCE NO. 1.
- 3) NORTH IS REFERENCED TO MAP REFERENCE NO. 1
- 4) SUBJECT TO AN EASEMENT GRANTED TO NIAGARA MOHAWK POWER CORPORATION AND VERIZON NEW YORK INC. FOR UNDERGROUND ELECTRIC, GAS, AND COMMUNICATION FACILITIES AND RECORDED IN LIBER 7056 OF DEEDS AT PAGE 205.
- 5) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS RECORDED OR UNRECORDED.
- 6) SUBJECT TO ANY STATEMENT OF FACT AN UP-TO-DATE ABSTRACT OF TITLE WOULD DISCLOSE.
- 7) UNDERGROUND UTILITIES IF SHOWN HEREON ARE BASED ON VISIBLE PHYSICAL EVIDENCE THEY SHOULD BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO DEPICT GENERAL UTILITY LOCATIONS AND CONNECTIONS RATHER THAN EXACT UNDERGROUND LOCATIONS. BRONKS & ASSOCIATES, LLP MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITY LOCATIONS AND OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS MAP.



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ingalls

ingalls & associates, LLP
2500 GREENWICH AVENUE
POESTENKILL, N.Y. 12026
PHONE: (518) 898-9785
FAX: (518) 898-5554

MAP OF ACCESS EASEMENT
TO BE GRANTED TO THE TOWN OF POESTENKILL
LOCHVUE ESTATES
TOWN OF POESTENKILL
COUNTY OF RENSSELAER STATE OF NEW YORK

DATE: DECEMBER 8, 2017
CHECKED BY: JLP
JOB NO. 11-003
DRAWN BY:
CADD FILE: STORM POND PARCEL

SCALE: 1"=125'
SHEET 1 OF 1

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Schedule D:
ingalls

December 8, 2017

Technical Description
Access Easement
To Be Granted To The Town Of Poestenkill
Lochvue Estates Subdivision

All that piece or parcel of land, situate in the Town of Poestenkill, County of Rensselaer, State of New York, lying northerly of Spring Avenue Extension – Co. Rte. 130, westerly of Grandview Drive and being more particularly bounded and described as follows;

Commencing at a point on the northeasterly line of Spring Avenue Extension – Co. Rte. 130 at its intersection with the division line between lands formerly 43 Mall Ltd. (L. 1891 P. 307) and now of Voland Organization, LLC (L. 8035 P. 279) also being #32-43 Mckinley Way on the west and lands now or formerly of 43 Mall Ltd. (L. 1891 P. 313) and also being the westerly line of Lochvue Drive as the same is shown on a map entitled "Survey & Subdivision Plat, Lochvue Estates, Lands N/F Of 43 Mall Ltd." as prepared by Brian R. Holbriter, Land Surveyor and dated March 2009 and filed in the Rensselaer County Clerk's Office as Map 2013-104, thence along said division line and also being the westerly line of Lochvue Drive the following three (3) courses and distances:

- 1.) Thence North 21° 54' 00" East for a distance of 46.00 feet to a point;
- 2.) Thence North 15° 22' 00" East for a distance of 289.06 feet to a point of curvature;
- 3.) Thence northeasterly along a curve to the right having a radius of 175.00 feet and an arc length of 48.82 feet (chord North 23° 21' 32" East, 48.67 feet) to the point and place of beginning; thence from said point of beginning and along the westerly and northerly line of the herein described easement and through lands formerly of 43 Mall Ltd. (L. 1891 P. 307, L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) the following seven (7) courses and distances:

- 1.) Thence North 09° 05' 03" East for a distance of 69.32 feet to a point of curvature;
- 2.) Thence northeasterly along a curve to the right having a radius of 140.00 feet and an arc length of 114.85 feet (chord North 32° 35' 07" East, 111.65 feet) to a point of tangency;
- 3.) Thence North 56° 05' 10" East for a distance of 323.98 feet to a point;
- 4.) Thence North 62° 08' 57" East for a distance of 51.19 feet to a point of curvature;
- 5.) Thence northeasterly along a curve to the right having a radius of 60.00 feet and an arc length of 50.14 feet (chord North 86° 05' 21" East, 48.69 feet) to a point of tangency;
- 6.) Thence South 69° 58' 14" East for a distance of 285.99 feet to a point; and
- 7.) Thence South 76° 20' 00" East for a distance of 269.13 feet to a point, said point also being the intersection of the northerly line of the herein described easement and the westerly line of Storm Pond Parcel; thence South 07° 21' 00" West along said westerly line for a distance of 25.15 feet to a point; thence along the southerly and easterly line of the herein described easement and continuing through lands formerly of 43 Mall Ltd. (L. 1891 P. 307, L. 1891 P. 313) and now of Voland Organization, LLC (L. 8035 P. 279) the following seven (7) courses and distances:

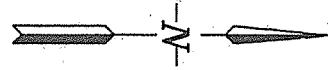
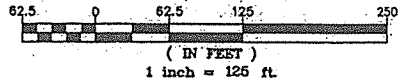
- 1.) Thence North 76° 20' 00" West for a distance of 273.29 feet to a point;
- 2.) Thence North 69° 58' 14" West for a distance of 287.38 feet to a point of curvature;
- 3.) Thence southwestwesterly along a curve to the left having a radius of 35.00 feet and an arc length of 29.25 feet (chord South 86° 05' 21" West, 28.40 feet) to a point of tangency;
- 4.) Thence South 62° 08' 57" West for a distance of 49.86 feet to a point;
- 5.) Thence South 56° 05' 10" West for a distance of 322.66 feet to a point of curvature;
- 6.) Thence southwestwesterly along a curve to the left having a radius of 115.00 feet and an arc length of 94.34 feet (chord South 32° 35' 07" West, 91.72 feet) to a point of tangency; and
- 7.) Thence South 09° 05' 03" West for a distance of 26.68 feet to a point of curvature, said point also being on the afore-mentioned westerly line of Lochvue Drive; thence southwestwesterly along a curve to the left having a radius of 175.00 feet and an arc length of 49.59 feet (chord South 39° 28' 11" West, 49.42 feet) to the point and place of beginning, containing 0.64 acres of land, more or less.

Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

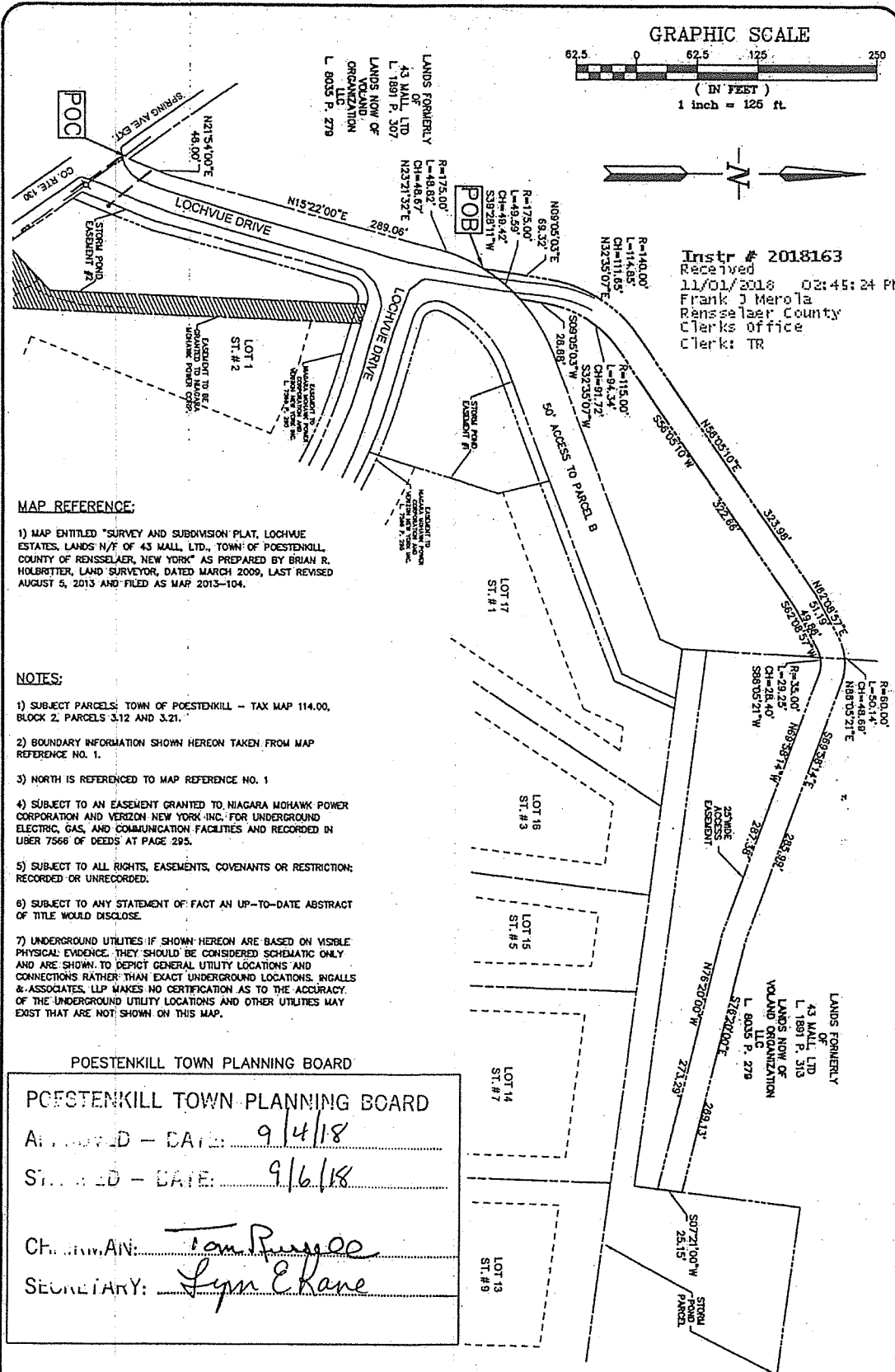
11-003 Access Easement desc.doc

ingallsllp.com 2603 guilderland avenue schenectady, ny 12306
telephone:518.393.7725 facsimile:518.393.3761

GRAPHIC SCALE



Instr # 2018163
 Received
 11/01/2018 02:45:24 PM
 Frank J Merola
 Rensselaer County
 Clerks Office
 Clerk: TR



MAP REFERENCE:

1) MAP ENTITLED "SURVEY AND SUBDIVISION PLAT, LOCHVUE ESTATES, LANDS N/F OF 43 MALL, LTD., TOWN OF POESTENKILL, COUNTY OF RENSSELAER, NEW YORK" AS PREPARED BY BRIAN R. HOLBRITZER, LAND SURVEYOR, DATED MARCH 2009, LAST REVISED AUGUST 5, 2013 AND FILED AS MAP 2013-104.

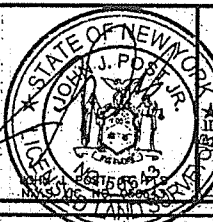
NOTES:

- 1) SUBJECT PARCELS: TOWN OF POESTENKILL - TAX MAP 114.00, BLOCK 2, PARCELS 3.12 AND 3.21.
- 2) BOUNDARY INFORMATION SHOWN HEREON TAKEN FROM MAP REFERENCE NO. 1.
- 3) NORTH IS REFERENCED TO MAP REFERENCE NO. 1
- 4) SUBJECT TO AN EASEMENT GRANTED TO NIAGARA MOHAWK POWER CORPORATION AND VERIZON NEW YORK INC. FOR UNDERGROUND ELECTRIC, GAS, AND COMMUNICATION FACILITIES AND RECORDED IN UBER 7566 OF DEEDS AT PAGE 295.
- 5) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS, RECORDED OR UNRECORDED.
- 6) SUBJECT TO ANY STATEMENT OF FACT AN UP-TO-DATE ABSTRACT OF TITLE WOULD DISCLOSE.
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POESTENKILL TOWN PLANNING BOARD

POESTENKILL TOWN PLANNING BOARD
 APPROVED - DATE: 9/4/18
 STAMPED - DATE: 9/6/18
 CHAIRMAN: Tom Russo
 SECRETARY: Lynn E Kane

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Rigalls
 Rigalls & associates, LLP
 Engineers & Surveyors
 2605 GUILDERLAND AVENUE
 CHEENECTADY, N.Y. 12308
 PHONE: (518) 593-7758
 FAX: (518) 593-2384

MAP OF ACCESS EASEMENT
 TO BE GRANTED TO THE TOWN OF POESTENKILL
 LOCHVUE ESTATES
 TOWN OF POESTENKILL
 COUNTY OF RENSSELAER STATE OF NEW YORK
 DATE: DECEMBER 8, 2017 CHECKED BY: JJP JOB NO: 11-003
 DRAWN BY: SCALE: 1"=125'
 CAD FILE: STORM POND PARCEL SHEET 1 OF 1

Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2020

This Service Agreement is made and executed this _____ day of _____, 2020, 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
2020 SERVICE AGREEMENT*

Seven Hundred and Fifty Dollars (\$3,750.00) heretofore appropriated to **VFW Post 7466** for the fiscal year 2020;

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 Seven Hundred and Fifty Dollars (\$3,750.00)** heretofore appropriated by the **Town** to **VFW Post 7466** for the fiscal year 2020, 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 \$3,750.00 heretofore appropriated to **VFW Post 7466** for the fiscal year 2020, 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 2020 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
2020 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: Keith Hammond, Town Supervisor

Dated: _____

SULLIVAN-JONES VFW POST 7466

By:

Dated: _____

TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466
2020 SERVICE AGREEMENT

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

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

Keith Hammond

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 Twenty, 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

SENIOR CITIZENS SERVICE AGREEMENT FOR THE YEAR 2020

This Service Agreement is made and executed in duplicate this _____ day of _____, 2020, 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 2020 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 2020 said sum shall be in an amount not less than **Three Thousand Seven Hundred Fifty Dollars (\$3,750.00)** 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: _____
Poestenkill Seniors
By:

_____ Dated: _____
Town of Poestenkill
By: Keith Hammond, Town Supervisor

SENIOR CITIZENS SERVICE AGREEMENT 2020

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

On this _____ day of _____, 2020, 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 _____, 2020, before me, the subscriber, personally appeared **Keith Hammond**, *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

Library Lease Agreement

2020

This Lease Agreement is effective as of the 1st day of January, 2020 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, 2020 and shall extend through December 31, 2020. 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 2020

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 2020

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 2020

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 2020

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 2020

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

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

Keith Hammond

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 Twenty, 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



December 26, 2019

The Honorable Dominic Jacangelo
Supervisor, Town of Poestenkill
38 Davis Drive
PO Box 210
Poestenkill, NY 12140

Re: 2020 Animal Shelter Agreement

Dear Supervisor Jacangelo:

Enclosed, please see the proposed 2020 Animal Shelter Agreement for the Mohawk Hudson Humane Society for your review and approval.

Please be aware that the proposed 2020 Animal Shelter Agreement includes a table summarizing fees for added clarity. There is no fee increase this year. We have changed language that added an additional amount per day for every day past the standard redemption to reflect the lesser daily rate we have always billed for additional days. Also, this year the NYS Department of Agriculture and Markets Article 26 added the holding period of no less than three days for unidentified stray cats. You will find this in section 374 of that law and we have adjusted contract language to reflect this. Lastly, the Society will no longer accept stray animals directly from residents of your municipality without prior approval from your Animal Control Officer or another municipal authority and we will bill the municipality for the care of any animal taken in with this approval.

Please review the enclosed contract and, once signed and duly executed, remit to MHHS at your earliest convenience. A duly executed copy signed by a MHHS representative will then be returned to you for your records. As always, do not hesitate to contact me with any questions.

Best,

Todd Cramer
President & CEO

Enclosure

Animals. Advocacy. Adoption.

2020 Animal Shelter Agreement between
Mohawk and Hudson River Humane Society and the
Town of Poestenkill

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2019, and effective January 1, 2020 to December 31, 2020 between the Town of Poestenkill, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business at 3 Oakland Avenue, Menands, County of Albany and the State of New York, hereinafter "SOCIETY."

WITNESSETH

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law Article 7 and Article 26 (hereinafter LAW), and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the SOCIETY to perform such services as required in Article 7 of the LAW for the redemption periods specified; and

WHEREAS, the SOCIETY maintains a shelter for dogs, cats, birds, and other small domestic mammals, (individually, an "Animal" or collectively, "Animals") brought to it from residents, animal control officers, and/or police officers of the MUNICIPALITY.

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

ARTICLE I

- 1.) The SOCIETY will provide and maintain a shelter for Animals seized under Section 117 of the LAW, will properly care for all Animals in its care, and will make available for adoption, transfer, or humanely euthanize seized Animals not redeemed as provided in the LAW and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.
- 2.) The SOCIETY will accept domestic dogs and cats from the MUNICIPALITY under the terms of this agreement. The MUNICIPALITY must secure prior authorization from SOCIETY management prior to bringing any other animal to the SOCIETY by calling the Admitting staff at (518) 434-8128, ext. 216 during regular business hours.
- 3.) All impoundment fees imposed by the municipality will be paid and licenses shall be issued by the MUNICIPALITY to the Animal's owner at the municipal clerk's office. All impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be redeemed at the SOCIETY during normal business hours. The operating hours of the SOCIETY will be provided to the Municipal clerk's office at the beginning of the year, and will be updated if changed. The SOCIETY will permit redemption by the lawful owners (as determined by the MUNICIPALITY) of seized animals during its posted hours for redemptions, directly from the SOCIETY'S location in Menands, New York. Dogs must be properly licensed by the

MUNICIPALITY. All redemption fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to the SOCIETY.

- 4.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and cats brought to the SOCIETY by the MUNICIPALITY. The SOCIETY agrees to provide SOCIETY staff to aid in the entry process for municipal animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing animals to the SOCIETY'S incoming area. If the SOCIETY'S incoming area is full or does not contain adequate housing for the specific type of animal, the MUNICIPALITY officer will contact the on-call SOCIETY staff for assistance in kenneling the MUNICIPALITY'S animals. For any dog brought to the SOCIETY by the MUNICIPALITY under Article 7 of the LAW, the expenses and care of the dog will be the sole responsibility of the SOCIETY at the conclusion of the redemption period. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any Animal in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.
- 5.) The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY'S professional staff will determine the need for veterinary care.
- 6.) The SOCIETY'S records relative to the dispositions of any Animals seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the SOCIETY'S offices are open to the public.
- 7.) The MUNICIPALITY will complete applicable intake forms provided by the MUNICIPALITY or by the SOCIETY at the time the animals are brought to the Society for each animal including desired holding time, seizure reason and release date.
- 8.) The redemption period for Animals identified with a municipal license identification tag, non-municipal identification or an implanted microchip identifier is seven (7) days or nine (9) days if served by mail. The redemption period is five (5) days for Animals with no identification. Unless otherwise set by The MUNICIPALITY, the stray holding period for unidentified cats will be no less than three days per NYS Agriculture and Markets Article 26, section 374. The MUNICIPALITY will inform the SOCIETY of the method of notification. The MUNICIPALITY may request in writing that an Animal may be held by the SOCIETY for a period greater than the standard redemption period. The MUNICIPALITY will notify the SOCIETY of the final date of the redemption period at the time the animal is brought to the SOCIETY.
- 9.) The MUNICIPALITY acknowledges the SOCIETY is required to hold Animals for a period of time (currently ten days), in accordance with New York State and local Public Health

law, for observation that may have potentially exposed a person or other animal to rabies through bite or other means. This confinement period will be invoiced to the MUNICIPALITY.

ARTICLE II

- 1.) Dogs and Cats seized under Article 7 or Article 26 of the LAW and brought to the SOCIETY by the MUNICIPALITY are to be held for the statutory redemption period and then at the conclusion of the redemption period either remain in the Society's care, made available for adoption, transferred to another agency or euthanized per the sole discretion of the SOCIETY. Fees for such services are as follows:
 - \$70 per dog per day commencing on the day the dog is brought to the SOCIETY. This base fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
 - If the MUNICIPALITY requests, or per court order directs that a Dog be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged \$35.00 per dog, per day, fee by the SOCIETY, after the expiration of the redemption period. Such fee shall accrue until a written request is made to release the dog.
 - \$28.00 per cat per day commencing on the day the cat is brought to the SOCIETY. This base fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
 - If the MUNICIPALITY requests, or per court order directs that a Cat be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged \$14.00 per cat, per day, fee by the SOCIETY, after the expiration of the redemption period. Such fee shall accrue until a written request is made to release the dog.
 - Adoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY, \$35.00 per dog.
 - Adoptable cats surrendered to the MUNICIPALITY by residents of the MUNICIPALITY, \$14.00 per cat.
 - Unadoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: \$70.00.
 - Unadoptable cats surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: \$32.00.
 - Other domestic pet animals surrendered to the MUNICIPALITY by their owner, \$14.00 flat fee per animal.
 - If the MUNICIPALITY requests, or per court order directs that a domestic pet animal other than a dog or cat be held, the MUNICIPALITY will be charged \$14.00 per animal, per day, fee by the SOCIETY and such fee shall accrue until a written request is made to release the domestic pet animal.
 - Deceased animals brought to MHRHS by the municipality for cremation only: \$30.00 per animal.
- 2.) The MUNICIPALITY agrees to pay the SOCIETY for service rendered under this agreement. The following are the fees that will be charged to the MUNICIPALITY:

Table A, Summary of Fees

	Per Day Housing			Per Animal Services		
	All Seized Holds Days 1-7	Additional Days (by request)	Rabies Confinement	Summers	Euthanasia and Cremation	Group Cremation
Dog	\$70.00	\$35.00	\$70.00	\$35.00	\$70.00	\$30.00
Cat	\$28.00	\$14.00	\$28.00	\$14.00	\$32.00	
Other Domestic Animal	\$28.00	\$14.00	\$28.00	\$14.00	\$32.00	

2.) All fees due under this agreement shall be paid within 45 days of a monthly invoice being sent by the SOCIETY to the MUNICIPALITY. In the event monthly fees are not paid in full, SOCIETY may assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within forty-five (45) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE III

- 1.) This Agreement shall become effective on January 1, 2020 and shall continue in effect until December 31, 2020. Continued use of the SOCIETY's animal sheltering services on or after January 1, 2020 constitutes constructive acceptance of the terms of this agreement, in the absence of a signed agreement.
- 2.) Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.
- 3.) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.
- 4.) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

Signature

Municipal Official Name (Please Print)

Title

Date

MOHAWK AND HUDSON RIVER HUMANE SOCIETY

By: _____

Date: _____

CEO

Mohawk & Hudson River Humane Society

January 6, 2020

This contract is for services to be provided by Adrienne L. Kleiber (contractor) to Town of Poestenkill (client).

Contractor will assist client with preparation and filing of the AUD by its due date (annual update document for NYS) along with other bookkeeping tasks as requested by client.

Contractor will utilize her own office, computer, printer, telephone, and any other supplies deemed necessary to perform services noted above.

Client will provide contractor access to client server, PC and printer, client Quickbooks files, and client specific software deemed necessary to perform services noted above. Client is responsible for providing contractor with books and records as complete and as accurate as possible.

Client agrees to pay contractor as an independent contractor at a rate of \$90 per hour, for hours worked, upon receipt of invoice from contractor.

Contractor:



Adrienne L. Kleiber

Client:

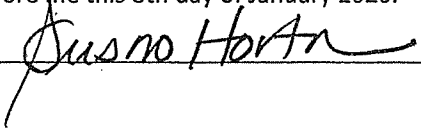
Town of Poestenkill

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

December 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:	\$
	Marriage License 1 @ \$ 7.50	\$ 7.50
	Marriage Certificate 1 @ \$10.00	\$ 10.00
A1255	Total Town Clerk Fees	\$ 17.50
A-1090	Penalties/Interest	\$
A1289	Registrar	
A2655	Minor Sales – Copies (certified copy) –	\$ 10.00
A2544	Local Fee for Dogs – Tag renewal	39.00
A2115	Planning Board Fees - \$160.80 ZBA Fees - \$	\$ 160.80
A2555	Building Permits	\$ 1042.00
A2530	Bell Jar	\$ 20.00
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - \$	
A2240	Misc. Water Charges - fill a pool	\$
A2706	Summer Camp (CREDIT CARD)	\$
A2710	Water Permit Fee - \$	\$
1001	Water Billing - \$ 7699.71	\$
	TOTAL WATER CHARGES	\$ 7,699.71
	REVENUE TO SUPERVISOR	\$ 8,989.01
	Amount paid to State Comptroller for Games of Chance License	\$ 30.00
	Amount paid to DEC for Conservation Licenses	\$
	Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program	\$
		10.00
	Amount paid to State Health Dept. for Marriage Licenses	\$ 22.50
	TOTAL DISBURSED	\$ 62.50
	January 8, 2020	\$
	Dominic Jacangelo, Town Supervisor	
	TOTAL AMOUNT RECEIVED BY CLERK	\$ 9,051.51
	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 December.	
	Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 8th day of January 2020.	
		

TO: TOWN BOARD MEMBERS/SUPERVISOR HAMMOND
FROM: TOWN CLERK
RE: 2019 REVENUES AND DISBURSEMENTS IN THE CLERK'S OFFICE
DATE: JANUARY 9, 2020

TOTAL REVENUE FOR 2019 \$ 129,216.60

DISBURSEMENTS
SUPERVISOR \$ 26,969.00

WATER MONIES FOR 2019 remitted
To Supervisor \$ 91,871.01

Total remitted to Supervisor including
Water monies \$ 118,840.01

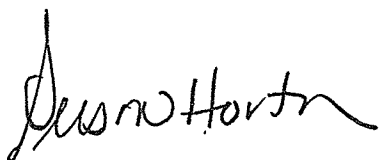
NYS DEPT. OF ENCON \$ 9,612.59

NYS COMPTROLLER FOR BELL
JAR LICENSES \$ 30.00

NYS HEALTH DEPT FOR SHARE
OF MARRIAGE LICENSES \$ 270.00

NYS DEPT. OF AG& MARKETS FOR
SPAYING/NEUTERING PROGRAM \$ 464.00

TOTAL DISBURSEMENTS: \$ 129,216.60





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 DECEMBER 2019

We continue to receive new and renewal exemption applications for Enhanced STAR, Aged, Agriculture, Disability, and Clergy. As required by the State, we are sending the respective IVP (Income Verification Program) forms directly to NYS for processing. All other forms continue to be processed and maintained here.

We continue to receive deeds and split/merger information from the County. Folders for all new construction are ready to be reviewed and valued for the 2020 tentative roll. Change of address requests are also being processed on a regular basis.

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 Department
P.O. Box 210
Poestenkill, NY 12140

Memorandum

To: Town supervisor- Keith Hammond
Town Board Members - Butler, Hass, Van Slyke, Wohlleber

From: Robert L. Brunet, P.E. / Water Manager *RLB*

Date: January 13, 2020

RE: Monthly Activities (December - January)

WATER REPORT:

This has been a very busy period for us in many areas of our responsibility. However, from an overall viewpoint --- everything is going quite well; we have recently made very significant progress with our leak locating work, thereby saving the Town significant expenses. Our emphasis here is to provide the residents with good quality water at a reasonable price and to reduce costs to the Town, **especially costs for lost water.** We are also pleased that during this period we were able to **help a number of our residents resolve problems** which they called about, frequently not a "Town" responsibility. Several of these specific issues are discussed later in this report.

As a result of our leak detection and repair efforts, we have reduced the daily pumped volume of water from Troy and Brunswick from an average of over 100,000 gpd (gallons per day) in September and 115,000 gpd in October to 68,000 gpd in November and to 65,000 gpd in December; our lost water savings continue throughout January. **This represents a reduction of approximately 45% of our pumped water, all of it being lost water, water which we pay Troy and Brunswick for.** This is an important area of our responsibility and I believe that we must constantly focus our efforts on leak detection until we completely resolve our outstanding issues. This will be a long term undertaking, one which we must continually monitor. In last months' report I mentioned that over a period of four months we found and repaired four significant leaks (**three repaired at the homeowners' expense and one at the Towns' expense**). These four structural leaks were leaking over 45,000 gallons of water per day, thereby **costing the Town over \$100,000 annually.** Additionally, in the last month, we have been working on locating another leak which we have tentatively determined is in the customer service line at the

ball field across from the VFW. We have tentatively isolated the leak to the service line between the curbstop and the meter pit on the customers property. Until the leak is positively located and the customer repairs on the service line have been completed, we have turned off the water at the curbstop to insure no leakage; this service is ordinarily turned off in the winter. This is just another specific example of why we must be continually vigilant regarding leaks and costs to the Town and continue our work on leak detection and repair. We cannot just "rest on our laurels" once we find and repair existing leaks because we can expect more leaks to occur in the system as it ages, largely in the service lines. Once again, this requires ongoing attention and effort.

SPECIAL WATER METER SYSTEM PURCHASE:

You may recall that the Town Board approved, last year in the May 16, 2019 Town Board Meeting, our purchase of 32 new Hersey meters and other associated equipment; this is required since, after January 2020, Hersey will not produce the older meters at all. As a result of negotiations we **received a discounted price, reduced by 43%**; this required that we commit to the purchase in June 2019. On Wednesday, December 18th we received 32 of the new meters and all the other associated equipment from EJP (Chris Goodrich-Meter Specialist). Additional specialized software work will be provided by Chris in January 2020. FYI, the following cost data reflects the transaction:

METER TRANSACTION:

<u>Total "Present Transaction" Cost to Poestenkill</u>	<u>\$15,000</u>
<u>Regular Price of the package</u>	<u>\$26,400</u>
<u>Immediate Savings (43%)</u>	<u>\$11,400</u>
<u>Ultimate Savings (76%)</u>	<u>\$20,200</u>
<u>Ultimate Cost to the Town</u>	<u>\$ 6,200</u>

When the meters are sold to our new water users the Town will receive an additional \$8,800 !! So, our cost will not actually be \$15,000; it will be \$6,200 (\$15,000 minus \$8,800). When we take this into account, the regular price of \$26,400 of the total package is only costing us \$6,200 (a "true" discount to the Town of 76%). Our meter inventory will now last us at least three to four years of expected growth. As agreed, I have approved the bill (\$14,995) and submitted it to be processed in the January 2020 Town Board Meeting.

Additionally, we have recommended to the Town Supervisor that our meter cost to the residents be increased from \$235 to \$ 275 each to keep up with the increases in costs to us; our costs to our users have not increased in years, even though costs to us have

increased. For your information, a residential total cost of "water hookup" in Poestenkill is generally between \$2,500 and \$4,000 (depending upon the distance from the curbstop to the residents' home). This is the total cost, including the contractor cost, the meter cost, the required special equipment costs (for such items as backflow preventor, the meter, the yoke to hold the meter, the check valves, the pressure reducer, the pressure gauge, the ball valves, and other various equipment items. This cost is significantly less than similar costs in other towns, as is our cost of water to the users (\$4.80 per 1,000 gallons). The average resident water bill is about \$13 to \$14 per month. We do everything in our power to keep our residents' costs low.

RESIDENT ISSUES AND REQUESTS:

The following are the significant unique Resident Issues and Requests during December/January. Other normal minor issues and situations have all been resolved positively, to the residents' satisfaction.

On Sunday, 12/22/2019, I was called at 11:30 AM by Dave (518-847-3002), one of the renters in a two family house at 101 Main Avenue, who informed me that both he and his downstairs neighbor had only a "trickle" of water coming out of their faucets. I called Shane Cahill (518-424-1606) (the apartment owner) and informed him of the problem; he told me that this has happened before and that he realizes that the problem is "his" (inside the premises) and not a Town problem. I told Shane that I would try to help Dave, anyway, because I believed that I knew what the problem was and that it would save him the cost of a plumber being called out. He appreciated the help. I then called Dave and discussed his unique equipment layout and suggested that he turn off and on again (several times) the red handled ball valve (just inside the foundation) and then call me back with the results. Dave called me back about 15 minutes later and said that the problem was now fixed. I explained to Dave that occasionally the shut off valve (with the unique piping arrangement in this particular apartment) could be partially blocked by a solidified calcium blockage and that "working the valve" frequently resolves the problem. This is not a problem in the normal installations throughout the Town. Furthermore, I have offered to work with them, by turning the curbstop off and on again (at no cost to them), if they want to clean the line at some future date. This will save them money in the future. The current problem was resolved within 45 minutes of the first call and both Dave and Shane were very appreciative of our immediate response and our help.

I was asked by a resident to help solve a long standing billing problem in his rental unit on Main Avenue, with one of his renters. We resolved the problem to both parties' satisfaction and the account is now paid in full.

On Sunday, 12/15/2019 I received an e-mail from the owners at 19 Abbott Drive, stating that they were having issues with water entering their basement. I called them that Sunday and spoke to them, Kirk Ganski and Kristi Kronau. They stated that their sump pump was continuously running and that they were concerned that the municipal water was causing the problem. They also stated that the pavement was showing

potholes. I told them that I was very familiar with the area and that there is significant "ground water" in the area which has, in the past, caused other neighbors' similar problems. However, I told them that we would be at their home this week to further evaluate the situation. I also told them that we would investigate the entire area to determine if any other possibility of the water source existed. On Monday morning (the next day) I surveyed the area and saw large amounts of "ground water" in front of their neighbors' home across the street (#20 Abbott Drive-Keith Davis), and also around the corner, several hundred feet away. I have observed this same situation in the past (over a ten year period) and have tested the surface water, which determined that the surface water was "ground water", not municipal water. I also observed the presence of "ground water" on other neighbors' lawns, reinforcing the determination of "ground water" presence. I discussed the fact that there are options which they have, as homeowners, other than the sump pump, to alleviate the situation and that I would be pleased to discuss these options with them. I discussed the potential of installing a 4 inch drainage pipe system "to air", since the rear of their yard is quite suitable for such an installation. I told them that this type installation has helped numerous other residents with similar problems. We then visited them on Saturday (12/21/2019) @ 10am to review the entire situation again. They were appreciative of our help and responsiveness. I told them that additionally, in 2019 we had the New York Leak Detection organization test this specific area on Abbot Drive and they found no leaks.

I received a call from the resident at 5 Weatherwax, concerned that they were using more water than in the past. We analyzed their past usage history and worked with the owner in finding their leak; the issue has now been resolved and their latest water usage reading on December 11, 2019 shows a significant reduction in usage, in line with their past history.

Handled several customer "high water usage" and billing issues; all were positively resolved, and the residents paid their outstanding bills. These issues frequently result in helping the resident identify and repair a leaky toilet. As a result of our computer analysis of the customers' usage we are frequently able to alert the resident to the problem before they are aware of it. They are appreciative of our efforts in helping them. As mentioned in last month's report, a 1/16" leak size, leaking toilet, can cost the resident about \$125 per month in addition to their regular water usage bill.

STATUS OF SPECIFIC NORMAL WATER OPERATIONAL FUNCTIONS:

Performed the daily water tests as required by the DOH (seven days/week as required by NYS law).

Performed daily (24/7) inspection of the Pump Station to insure operational performance.

Operated and maintained the metering pumps to inject sodium hypochlorite solution (12.5%) into the water supply to insure that the proper chlorine residual is maintained.

We are in the process of repairing a broken street valve box at the intersection of Skyview Drive and Spring Avenue Ext.

Normal Pump Station maintenance is being performed as required. Additionally, we have been investing a significant effort in updating and maintaining our field water facilities on a seven day per week basis.

Repaired the LMI pump transfer system at the Pump Station for "automatic tank transfers" when liquid runs out in a given tank. This involved determining the trouble locations and repairing the clogged piping and the transfer switch between the tank and the 6" high pressure injection line and the transfer switch.

Installed a fan in the pump room at the pump house to provide warm air movement (from the ceiling to the lower level) during the winter months to keep our equipment from freezing.

Working on issues associated with the Meter Pit installation at Creek Road, the interconnection point of our water system with Brunswick; this involves the two meter pits themselves, as well as the piping between the meter pits and the pump house. We have more work to do to bring the installation "up to par" and expect that this work will be ongoing into the spring.

Frequently, a street valve is located below the ground surface level and requires replacement or other "fixes", particularly where grading has been done in an area adjacent to the roadway; for example, in front of our pump station we have three such covered street valve "Box" situations. To eliminate the very costly replacement of the street valve "Boxes" we have developed an alternate cover solution (SONATUBE / CEMENT COVERS) which we manufactured ourselves at a cost of only about \$ 10 each, as opposed to the replacement cost which can easily be \$400 each.

Coordinated with the Mueller Meter Computer organization, Chris Goodrich (the EJP Metering Specialist) and Sue Horton to upgrade the Town computers to handle the meter inventory for reading of meters and the billing of residents. Beginning January 1, 2020 we will now be able to handle both the old and the new Hersey Water Meters in our system.

Repaired the area in the lobby of Town Hall building where the old ashtray, mounted on the wall, was removed. (This involved plastering and painting).

Completed final winter preparations at the pump station, both internal and external.

We replaced a corroded and leaky ¾" galvanized coupling and a ball valve in the high pressure water line feeding chlorine into the high pressure pump station output pipe to our system.

Made some specialized tools to enter the two underground meter pits on Spring Avenue Extension and Creek Road, as well as other related tools.

Placed macadam at several street valve locations in front of the hydrants to protect them from being damaged in winter by snow plows.

Completed the 2019 hydrant flushing program. Our flushing activities are now discontinued for the next several months because of seasonality effects, snow and freezing conditions; we will only flush for specific isolated problems during the winter and will resume our normal flushing activities next May.

We have been concerned with the occasional erratic "cycling" of the two large pumps at the pump station which, along with the VSD (variable speed drives), are controlled by the Tigerflow Control System (the brain of our pump station operation---the "computer" for the station). We have performed routines for the entire operation, checked and calibrated "start and stop" pressures, etc., and the station now appears to be functioning properly.

Completed repair of the defective heating unit for the large emergency generator unit at pump station. Both emergency generators have now been winterized, run and checked out and ready, should we need them during the winter months.

Continued field testing curbstops and street valves for leakage.

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

Cleaned various Valve Piping components at the pump station; this is an area requiring continuous routine maintenance, and is critical to the chlorination process. The chlorination process, by its very nature, causes solidified calcium blockages in the lines which must be periodically cleared. We also replaced one high pressure line at the pump station which was restricting the chlorine flow to the LMI pumps feeding the main pipe output to our system. There are many potential trouble spots in the system which, when clogged, will reduce the LMI pump output and will affect our daily Chlorine Residual test results submitted monthly to the RCDOH and NYSDOH.

Ordered 20 new hydrant flags to be used at the new subdivisions; we maintain a good working relationship with the Poestenkill Fire Company and they have agreed to install the flags. We gave these to Dave Basil. Also ordered "reflective tape" for the

existing hydrant flags which have faded since they were installed ten years ago; we will put the reflective tape on the flags over a period of months.

We obtained the most recent NYSDOH required documents pertaining to the chemicals which we use and posted them in the Chemical Room at the Pump Station. These consist of the Safety Data Sheets and other required information.

We designed and manufactured a specialty tool "system" to clear the calcium blockages going from the LMI pumping units into the 6 inch high pressure main piping from the pump station to the water system.

We are continuing to locate, wire brush and paint some of our facilities to keep them in good condition, notably our street valves in preparation for the snow and icy conditions.

We designed and manufactured (at no cost to the Town), a number of specialty tools to be used in maintenance operations in the water district; of particular interest and usefulness are three special tools which we designed to fit into the street valve boxes and into the curbstops, so that "dirt clogged" facilities (filled with debris) may be "shop-vacuumed" out in the field using our portable generator for power.

We picked up 20 gallons of 12.5% sodium hypochlorite on each of three trips to Agway for daily use at the pump station in the chlorination process.

On December 4th, December 9th and January 2nd we took water test samples at Town Hall and at the Poestenkill Fire Company. We completed the "chain of custody" paperwork, and delivered the test samples to Bender Labs in Albany (ST. PETER'S HOSPITAL ENVIRONMENTAL LABORATORY) for testing as required by the RCDOH and NYSDOH. In December we were required to sample not only for Total Coliform, but also to perform the quarterly THMs (Trihalomethanes) and Halocetic Acid testing, both at Town Hall and also at the Poestenkill Fire Company. Our lab test results continue to be "satisfactory", reflecting our strict adherence to required chlorination and chemical testing procedures.

Performed significant work on our "Street Valve Exercise Program" to prioritize and exercise the critical street valves in our system.

We are working on developing a specialized "Water District" map for Poestenkill, to be used for maintenance and other planning operations; this is a long term project. These maps are essential to our ongoing leak detection process and will benefit the Town in other ways in the future.

We performed the monthly maintenance functions on the large emergency generator located at the pump station; some of these functions involve running the generator for a period of time and checking the output voltages for accuracy. We also

performed the monthly operational tests on the portable 5 KW generator used for field emergency issues.

Performed ongoing work on the Quail Meadows and the Lochvue subdivision issues, mostly involving water service connections to new residences. The Quail Meadows "Phase 2" Subdivision Water Installation is now completed and fully operational.

During December we took the quarterly resident water readings and provided the usage data to Sue Horton so that she can perform the 4th quarter billing. I want to take this opportunity to thank Sue and to recognize the outstanding job she does in this billing function.

Prepared and Submitted required NYSDOH Monthly 360 Report and Bender Labs reports to the RCDOH. All Bender Lab results for the month were satisfactory. As a matter of fact, I am delighted to report that all of the Bender Lab test results for the entire year 2019 were satisfactory; we did not miss any test objectives.

Issued 2 new permits for new connections to the Municipal Water System and inspected 1 new water installation.

We have begun to assign GPS information to the street valves in our system; this has never been done before and is a long term project which will benefit Poestenkill.

We are investigating the "CORRELATION" method of leak locating in conjunction with Troy.

Worked with other Town organizations on various Town undertakings and problems (ie: various subdivision issues, for example) and other special situations such as the construction issues associated with the work being performed at the Poestenkill Library.

Worked with other Town groups on special studies such as Subdivision Issues-Water District requirements and Drainage District establishment requirements (Town Laws 111-DRAINAGE DISTRICTS, 195-SUBDIVISION OF LAND and 220-WATER), These Town Laws are very important and should be adhered to!

NYRWA (NEW YORK RURAL WATER ASSOCIATION):

You have become familiar with the help which Poestenkill has received, at no cost to the Town, from "Circuit Riders" from the NYWRA (New York Rural Water Association) regarding leak detection. Poestenkill maintains an excellent relationship (as a member) with the NYRWA team. Well, we are about to get more help, at no cost to the Town, help in maximizing our energy efficiency at the pump station. According to the EPA, the

highest energy users for most municipalities are their water and wastewater systems; behind aerators, water pumps are the second largest consumers of electricity in treatment systems. I have contacted Jake Gardner, the NYRWA "Energy Efficient Circuit Rider", and he has agreed to come to Poestenkill and perform an "operational review" to help improve our system efficiency. I am in the process of gathering last years' monthly electric and pumping volume data necessary for this analysis and will keep you informed of our progress.

811 REPORT:

All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion. These tickets are generated by homeowners and by individual contractors. I perform this work function not only for the Water District, but for all of Poestenkill. In addition to the daily mark-out requests (24/7), I receive the emergency callouts at night or on the weekends for unique circumstances such as a utility pole being knocked over by a vehicle, etc. These emergency 811 callouts are generally initiated by the respective utilities (National Grid, Verizon, etc.) or by the 911 organization. I maintain good relationships with the utility field foremen (who have my cellphone number) and with the 911 and the 811 organizations; the system is working well. On each of these tickets I receive, I pull the respective Plats (Engineering Drawings) for the section of our water system, and I then call the Field Contact, discuss what he is planning to do, and arrange a "meet" if necessary. I provide the details of our system, mark out the pipe locations when appropriate, and exchange telephone numbers with him and ask to be kept informed if he changes the schedule. I then follow up (visit the work location) when the job is progressing to ensure that no problems occur.

Many do not understand the legal requirements of the 811 Program and I have included the following details for your information. Calling 811 **is not optional; it is required by New York State law, under 16 NYCRR Part 753**, (also cited as Industrial Code 53, or Rule 53) concerning safe excavation practices and the protection of underground facilities in New York State. This requirement applies to any excavation, even 6 inches, if mechanized equipment is used. This law applies to the homeowner as well as to the contractor.

Our Town responsibility includes responding to the daily 811 requests (7/24) issued by the "Call 811" call center located in Syracuse and to the Emergency Requests issued. I have been handling 811 requests both in Poestenkill and for Verizon in New York City for over 40 years and have seen the results of not properly performing our duties. In my private Professional Engineering practice, I have handled many civil lawsuits involving contractor "hits", some of which exceeded \$500,000 (the 811 locating and mark-out tickets and the utility's' response is **always an issue** in this type of legal case). **The bottom line here is that the Towns' 811 responsibility is significant and should not be ignored or taken lightly.**



TOWN OF POESTENKILL

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

January 7, 2020

To: Supervisor Keith Hammond
Town Board members

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

Re: December 2019 work activities

My work hours for the month totaled 50 ¼. Fees collected through this office totaled \$1002. Nine building permits were issued for the month. Permits included one new house in the Lochvue subdivision, one new pole barn with the fee waived due to its agricultural use, two roof replacements, two building permit renewals, one geothermal residential heat pump, one new heating system in an existing home, and one demolition permit for expansion of a commercial occupancy.

Activities included:

- 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 September 2018 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. Additional update: The area of the collection of the debris, both acceptable and unacceptable materials, has been bulldozed over and buried as well as left uncovered. The area of soil disturbance potentially is greater than 1 acre, a violation of MS4 regulations. Waiting for the weather to break to confirm. In addition, a conversation for an update with DEC Materials Division indicated they are still in the investigation stage for the operation possibly violating a previous consent order. Status update: The owner called inquiring about the status of his junk yard permit. I informed him that he must be in compliance to DEC regulations and town regulations prior to the issuance of the permit and a full review of his operation is required. Mr. Cooper maintains the junk yard is a separate parcel and therefore a separate operation and shouldn't be impacted by the potential dumping violations. Further review of the file related to his claim shall take place prior to the lifting of the CEASE AND DESIST ORDER. UPDATE: A review thus far does not support owner's claim that the junk yard operates as a separate parcel. Still reviewing operation with DEC assistance. UPDATE: DEC phoned and attempted to schedule their review of the operation with my assistance. Tentative appointment but Mr. Cooper failed to confirm the appointment and DEC will be researching their legal options for access to the premises. Mr. Cooper came into the office and became confrontational with Lynn Kane and threatened legal action due to the withholding of the annual junkyard permit due to non-compliance to Town regulations and DEC regulations. UPDATE: DEC scheduled the appointment on July 25. Status same, awaiting determination from DEC to proceed. The salvage yard owner has violated Town regulations for the type of waste deposited (concrete, railroad ties, and framing lumber) and covered. No permits were ever obtained. In addition, the owner has taken cars for storage that may be operational and cars that do not appear to be operational which may be in violation of his permit status. At this time, I am deferring to DEC for their review of the operation. August—No update from DEC at the time of this report. September 2019 UPDATE: DEC has informed the CEO office of its findings and has found violations exist and has mailed its determination to Mr. Cooper. The matter is being referred to its next step for mitigation. As of this date, the status is the same awaiting for updates from DEC.

- 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. With the assistance of Lynn Kane, permits have been reviewed, phone calls and/or letters have been made/sent with a small degree of success. Six building permits were closed during the

month of December with compliance to the NYS codes, one was closed due to non-compliance and the absence of progress; one new home received a Certificate of Occupancy and five received a Certificate of Compliance. See attached list.

- One closed permit in the month of October is for a new home with noted compliance issues and presently for sale. I met with the present homeowner, the potential buyers, contractors, and the engineer of record to evaluate the property to determine the extent of work needed to meet the building codes.
- There are 4 existing open building permits for new house construction. One house is a long term projects with extensions that was originally written for an alteration permit, one is 60% completed, one is 75% completed, and one is 80% completed. There are three open building permits for pole barns (one permit expired 10/2019 and phone call to owner was made without response and the other was extended). Onsite inspections have taken place for compliance to the building code.
- **MS4:** Ongoing weekly MS4 compliance reviews are being conducted by the site inspectors hired by the developers for Quail Meadows and Lochvue. Minor deficiencies are typically found but neither developer has corrected the deficiencies in timely periods. The engineering firm responsible for the Lochvue weekly reports disavowed any responsibility for enforcing compliance to SWPPP. A letter is being drafted to send to the owners of Lochvue about compliance to the SWPPP plans on file. **Sent.** Met with representatives from the Lochvue developer, Highway Superintendent Toby Chadwick, and town engineer Tom Field related to issues the dedication of Lochvue and McKinley Dr. Attorney Andy Gilchrist acknowledged the developer's commitment to compliance to MS4 and their SWPPP plan until all conditions are met to file a Notice of Termination.
- As FEMA Floodplain manager, there has been an increased review of projects to determine if compliance to FEMA regulations is required. One such location has been identified as a potential FEMA floodplain and DEC designated wetland. Requirements for permits are increased due to regulations. In addition, construction equipment is being stored on the premises in a zoned residential area. The property owner has been given documents to be completed for his operation and to be in compliance to DEC, Army Corps of Engineers, and FEMA regulations as well as town regulations. The owner had not responded for this report. A separate updated report will be provided for the meeting. **Summary of the report: Due to the property location, there is the potential for the project to violate DEC and FEMA regulations. In addition, the owner mentioned in his application to the Planning Board a future project that may require further review of the soil that owner wishes to bring in for fill. As of this report, no delineation document of the wetland has been received by this office. UPDATE: The owner was reminded that a delineation report is required for any projects on the**

property. Construction equipment remains. The owner will be reminded he needs to apply for an SUP for the equipment to remain. Status same.

- One area noted for flooding noted a barn under construction without a building permit. Owner notified that he needs a building permit and that the barn was in a FEMA floodplain. Waiting for the building permit application. **Received building permit application and resolution to Town Board submitted for a fee waiver due to meeting all of the criteria for an agricultural exemption. Waiting for the applicant to sign and pick up the permit. UPDATE: Permit issued.**
- Fielded a number of phone calls inquiring about building code compliance for future projects from town residents.
- One business had been contacted to schedule an inspection as required by the NYS Building and Fire Code and waiting for a response from the contact person. No change in status. A fire inspection of the Candyland was scheduled for the first week of July. Report to appear in September report. The inspection found minor electrical deficiencies, missing exit signs, and lack of occupancy postings. Efforts are underway now for compliance. **Occupancy Postings and letter stipulating deficiencies was provided to the manager and copies mailed to the out of area owner. Compliance inspection will be scheduled prior to 2/1/2020.**
- A visit was made to 20 Tymeson Rd. for a check on compliance to Property Maintenance issues initially made in October 2018. Found the premises were in worse condition than the initial visit. A letter of violation was issued with compliance expected in 30 days of receipt of the letter. If all of the terms of the letter are not met, a court date will be scheduled. **UPDATE: A follow up visit was made to the premises due to the existing Property Maintenance violations. The visit, accompanied by NYS Police, found a non-cooperative resident who would not allow access to the property to either NYS Police or myself. The visit found a new RV inhabited by the daughter of the property owner. The presence of the occupied RV is in violation of the Town Code due to insufficient acreage for that zone and the lack of Rensselaer Co. approved septic system. The owner/occupant was notified of the violations with 30 days notification for removal of the RV, and removal of any junk/debris detrimental to the appearance of the property and the safety of its inhabitants. The occupant was also notified that a Zoning area variance may be necessary to keep an occupied RV on the premises and to contact the Zoning clerk for information. The RV must be vacated until Town Zoning and County Health department approvals have been obtained. STATUS: At this time, no approvals have been received from Rens. Co. Health Dept. The owner has not contacted this office for information for a zoning variance. Will be speaking with the Town Attorney to schedule a court date.**

- An inspection of 11 Main St. was conducted for compliance to Property Maintenance violations to comply with a court ordered stipulation. Most were corrected however a building permit is being withheld for a CONEX on the property until the owner applies to the Zoning Board/Planning Board for permission to store commercial equipment in a zoned residential neighborhood. It is still noted the presence of the CONEX. No attempt has been made by the owner to contact Planning for a SUP to conduct his commercial business on the property. **STATUS: same.**
- Received complaints from a neighbor of 160 Lynn Rd. for a commercial operation in a RR1 zoned area. The complaints have also been received by Supervisor Jacangelo and forwarded. The operation involves firewood processing. There is a Morton style structure only on the lot constructed in 2015 with a building permit. No primary structure exists. The lot is approx.. six acres. The operation is not permitted according to the present land use schedule. **CEASE AND DESIST** postings have twice been placed and are not presently visible where posted. A letter sent conventionally was sent and a certified letter was sent a week later. The letter instructed the operation to **CEASE AND DESIST** and to contact Zoning/Planning for information. **Hours also included 3 visits to the site to verify the operation in question. Follow up to the mailings was received by Lynn Kane from the former wife and resident of the mailing address listed on the website. Lynn Kane was informed that she did not forward the information to the owner of the operation. A surprise impromptu meeting with Planning Board Chairman Tom Russell, the owner Joseph Hitchcock, and myself was held on Saturday morning 10/23. The owner stated the official mailing address is that location, he was not responsible for removing the CEASE AND DESIST postings, and he was willing to work with the town to resolve the issue. He was instructed to contact the Planning/Zoning Board secretary to receive information and how to proceed to keep his operation. At the time of the report, the owner has not contacted the secretary.**
- Met with a design professional hired to expand an existing business in the hamlet. Her concerns were with compliance to the NYS Building and Fire Code. No plans have been submitted to date. **The owner was issued a demolition permit to prepare the structure for the expansion.**
- Met with a potential buyer for property under renovation on Main St. He inquired if the property is zoned or permitted for a multi-family residence. He was informed the property has a valid building permit to perform interior and exterior alterations and repairs to support the present occupancy of a 2 family structure. He was inquiring if the property could be converted to a multi-family residence. I referred him to Zoning/Planning Board clerk. Lynn Kane performed a history check in the archives and found a number of stipulations that were not in compliance to move the project for approval to a multi-family residence.

UPDATE: Due to the existing building permit, another permit could not be issued and would be denied.

- Responded to Poestenkill Fire Dept request for Code Enforcement at 5:30am on 11/18 to 332 Plank Rd. The fire department responded for a reported chimney fire and found fire extension with significant smoke damage to the structure. CEO found numerous fire safety code violations and property maintenance violations. House ordered vacated until code compliant electric, heating, and property maintenance violations corrected.
- I attended with Planning Board Chairman Tom Russell and member Jeff Briggs, a DEC sponsored resource mapper class for determining specific wetland exposures to properties within the town.

Paul F. Barringer

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

Michelle Asquith

From: Bob Guyer <straydawg302@gmail.com>
Sent: Friday, January 10, 2020 9:07 PM
To: Michelle Asquith
Subject: Re: Dog Control Report

Dog Calls - 6
Wildlife/questions - 9
Doa pickups -3

On Thu, Jan 9, 2020 at 5:24 PM Michelle Asquith <secpoest@nycap.rr.com> wrote:

Can I get your monthly report

Thanks

--
Bob Guyer



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

To: Town supervisor- Keith Hammond
Town Board Members Butler, Wohlleber, Hass, Van Slyke

From: Highway Superintendent- Toby Chadwick

Date: January 7, 2020

RE: Highway Activities
December 13,2019-January 7,2020

1. Crew been out plowing and sanding
2. Crew been out picking up Christmas tree's
3. Crew been working in shop repairing equipment
4. Crew been hauling winter sand