

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
March 10, 2022
(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
Andrew Gilchrist, Town Attorney

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

PUBLIC COMMENT PERIOD -

Supervisor Hammond opened the meeting with the Pledge of Allegiance and the floor was opened for public comment at 7:00 p.m. J. Blessing, town resident reported to the Board that he had his water tested in February for PFAS compounds and it came back triple the State limit (32 ppt PFOA vs 10 ppt MCL). He understands that the Town is deep in the process of expanding the water district and is requesting that they partially or fully extend the water district to Weatherwax Road. Mr. Blessing went on to say at this time his house is unsalable. J. Woodin, town resident also requested that the water district be extended to Pleasant Hill Drive seeing that the water main pipe goes right by her road. Both she and Mr. Blessing said they were willing to help the town in any way.

T. Anastasia, town resident continued his discussion from last month's Town Board meeting regarding the current status of the Benefit Unit charges which he had previously discussed. He was particularly concerned and asked about \$90,000 which the Town had received relative to the Brunswick Bonds. He asked what the Town was doing with these funds. Supervisor Hammond explained that the Town was establishing two separate accounts, maintaining accuracy for the Water Department's financial transactions. Councilman Wohlleber indicated that there was room for improvement, that this was being studied, and that he was presently awaiting information on the recommended areas of improvement. Supervisor Hammond closed the subject and invited Mr. Anastasia to come into the office for further discussion.

P. LaRocque, town resident and CCCDW (Concerned Citizens for Clean Drinking Water) member stated that he had asked Supervisor Hammond and Bob to work with the County and State to notify residents surrounding DSI test results.

When everyone was given the opportunity to speak the Public Comment portion of the meeting was closed.

TOWN CLERK MINUTES -

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of February 10, 2022, as written. Motion by Wohlleber, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of February 16, 2022, as written.

PRESENTATIONS –

Cooper Hill Subdivision Drainage District – Mr. Costa, Engineer for the applicant, VLG which is proposing an 8-lot major subdivision (Cooper Hill on Route 355) receiving conditional, final approval from the Planning Board. He has submitted a Map, Plan, Report for the creation of the drainage district due to this project being a major subdivision. Town Attorney, A. Gilchrist spoke about the law for creation of drainage district and how this project doesn't meet the criteria for the drainage district since there will be no area for the town to maintain. A discussion was had between the Town Board, Town Attorney and Town Engineer, Wayne Bonesteel about the options of creating a drainage district vs. amending the law. The Town Board agreed amending the law made the most sense. Supervisor Hammond thought it would be beneficial to have a meeting to discuss this matter with A. Gilchrist, Town Attorney, T. Church, Code Enforcement Officer and Wayne Bonesteel, Town Engineer.

CORRESPONDENCE –

Charter Communications – Memos dated February 28, 2022, and March 1, 2022, explaining new programming services.

LIASION REPORTS –

Planning Board – T. Russell reported on the March 1, 2022, meeting. Board members had copies of the minutes of February 1, 2022, in their packets. T. Russell updated the Board about the Comprehensive Plan and survey that will be sent to town residents. He also informed the Board he is working on getting grants to address the Reichard Farm Road Bridge and he also spoke on the Cooper Hill Subdivision.

Zoning Board – P. Jamison reported, due to lack of agenda items the March 8, 2022, meeting was cancelled.

Fire Company – Town Board members had copies of the Fire Company's February 2022 report. Supervisor Hammond thanked the Fire Company for their hard work in fighting the recent fire at Wagner Farms.

Library – Ed Gresens reported on the activities at the library. He stated that masks are no longer mandatory when visiting the library. He also stated that there will be a Board meeting held on March 28th at 7:30 p.m.

Youth Advisory Board – T. Buker, Youth Director reported that Summer Camp registration has been sent out and she already has several children signed up. She also informed the Board that this year's Easter Event will take place on April 10th at Butler Park. All information is posted on the website.

CAC - there was no meeting.

DISCUSSION ITEMS –

Petition for Drainage District for Cooper Hill Subdivision – this was discussed during the Presentation portion of tonight's meeting. After a lengthy discussion, it was decided that A. Gilchrist, Town Attorney, T. Church, Code Enforcement Officer and Wayne Bonesteel, Town Engineer will meet to discuss the Town Code in regard to Drainage Districts.

ACTION ITEMS –

Lochvue Agreement – Motion by Hass, seconded by Butler and an oral vote of 5 ayes to authorize Supervisor Hammond to sign this agreement between the Town of Poestenkill and Sharif Mohamad, Builder, for 2 Lochvue Drive, located in the town of Poestenkill. This agreement provides assurance to the residents that the Builder will follow all DEC guidelines in a timely manner.

Fire Contract – Motion by Hass, seconded by Butler and an oral vote of 4 ayes and 1 nay to approve the Town of Poestenkill 2022-2023 Fire Protection Services Agreement.

Supervisor Hammond stated that there were some changes to the Agreement such as withdrawing the mandatory call numbers that are made and making it a voluntary agreement.

MOVED BY: Councilman Hass

SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

Councilman Hass	YES
Councilwoman Butler	YES
Councilman Van Slyke	YES
Councilman Wohlleber	NO
Supervisor Hammond	YES

Hitchcock Agreement – this will be discussed in Executive Session

Undertaking NYS DOT Resolution – A. Gilchrist, Town Attorney informed the Board about this Resolution. This resolution will allow the town to work upon highways or within rights-of-ways controlled by the State with a general permit. The undertaking has a term of 20 years.

RESOLUTION#4-2022 – RESOLUTION AUTHORIZING UNDERTAKING WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Poestenkill in regular session duly convened as follows: The Town Board of the Town of Poestenkill hereby approves the execution of the undertaking in the form and content as attached hereto, and also the related general permit application by the Town Highway Superintendent or appropriate Town official as the case may be, to allow the Town's operations and/or actions upon New York State highways and/or within New York State rights-of-way; and further, that a copy of this resolution shall be filed with NYSDOT by attaching it to any necessary permit application or agreement relating to the undertaking and/or general permit.

MOTION BY: Councilman Hass

SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

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

Appoint Tom Russell as Chairman of Planning Board – Motion by Wohlleber, seconded by Van Slyke and an oral vote of 4 ayes and 1 nay to appoint Tom Russell, Chairman of the Planning Board. Term to expire 12/31/2022.

MOVED BY: Councilman Wohlleber

SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

Councilman Hass	YES
Councilwoman Butler	YES
Councilman Van Slyke	YES
Councilman Wohlleber	YES
Supervisor Hammond	NO

Approval of cost for mailing of notices for public meeting –

This mailing is to notify town residents of upcoming meetings related to the use of funds from the American Rescue Plan. Motion by Hass, seconded by Butler and an oral vote of 4 ayes and 1 nay for the mailing of notices to town residents notifying them of upcoming meetings regarding the use of “Covid” monies.

REPORTS –

Supervisor’s Report – Supervisor Hammond reported that he and Councilwoman Butler met with the water committee via zoom. He also stated that he has been very busy with phone calls and dealing with complaints.

Town Attorney’s Report – A. Gilchrist reported that he has been working on the Highway contract and the Fire Agreement. He also worked on the Resolution for tonight’s meeting regarding New York State Department of Transportation. He also worked with the Assessor on an issue and an on-going legal issue.

Town Clerk’s Report – Motion by Butler, seconded by Wohlleber and an oral vote of 5 ayes to accept the Town Clerk’s report of February 2022. The total amount received in the Clerk’s office was \$4,894.64 and of that amount \$4,815.40 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer’s written report. There were also reports from the Assessor, DCO, 811 report, Water report and the Highway Department report. T. Church, Code Enforcement Officer asked the Board for some guidance regarding “intrusive lighting” in the Town. He stated that the current Town Code does not have any provisions to address lighting guidelines. The proposed changes would allow to site the Code for obvious intrusive lighting. But more importantly, assist with dismissing invalid complaints. A. Gilchrist, Town Attorney will gather information from other towns and report back to the Town Board.

PAYMENT OF BILLS:

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #5-2022 in the amount of \$381,386.37. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #6-2022 in the amount of \$1,493.25.

Motion by Supervisor Hammond, seconded by Councilman Wohlleber and carried to enter into Executive Session at 8:20 p.m. to discuss a legal issue and a personnel issue with no votes taken. Motion by Councilman Hass and seconded by Councilman Wohlleber to exit Executive session at 8:55 p.m. and immediately adjourn this meeting.

Respectfully submitted,

Susan Horton, Town Clerk

TOWN BOARD MINUTES
TOWN OF POESTENKILL
6:30 p.m. Town Hall
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Absent
Councilman Wohlleber	Present (joined at 6:45 p.m.)
Supervisor Hammond	Present

NON-VOTING MEMBERS

Susan Horton, Town Clerk
Andrew Gilchrist, Town Attorney

Supervisor Hammond opened the meeting with the Pledge of Allegiance and the floor was opened for public comment at 6:30 p.m. Jim Blessing, resident living on Buchanan Way reinforced his concern expressed at the last Town Board meeting over his PFOA test results coming in at 32 PPT, above the 10 PPT MCL. He said that both he and his neighbor would like to connect to the proposed water district #2, as requested previously. He said that the RCDOH had recently tested his water and came in at “no detect”. He said that the laboratory sent out someone to do a retest and that the results are pending and that he would report them when available. Jim made the point that his property value was affected and that a real estate person had told him that he must reveal the test results if he sold his property.

B. Brunet, Water Manager reiterated that he will be retiring as the Water Manager effective April 29, 2022. Bob would like to be hired back as an Independent Contractor for Water Operator and has submitted his proposed Independent Contractor Agreement to the Town for their review. Supervisor Hammond stated that A. Gilchrist, Town Attorney will be looking over the Agreement and will report back to the Board his findings.

Proposed Water District #2 -

Supervisor Hammond reiterated the proposed water district’s facts as discussed at a prior meeting, including the proposed routing, estimated costs, potential Federal and State Funding. Several Town Board members discussed the Federally Earmarked money and the possible uses of these funds. Supervisor Hammond indicated that some of that money had already been used for other town purposes.

RESOLUTION #5-2022 – TOWN OF POESTENKILL TOWN BOARD AUTHORIZATION FOR THE SUBMISSION OF A COMMUNITY PROJECT FUNDING GRANT APPLICATION TO CREATE WATER DISTRICT #2 IN RESPONSE TO ELEVATED LEVELS OF PFOA/PFAS IN THE WELL WATER SERVING ALGONQUIN MIDDLE SCHOOL. NOW BE IT RESOLVED that the Town Supervisor is hereby authorized to undertake all actions to execute and file an application for federal assistance through the Community Project Funding via Congressman Delgado, Senator Schumer and/or Senator Gillibrand to assist in the creation of Water District #2 protect the health, welfare, and safety of Town residents.

On a motion by Councilman Hass, seconded by Councilwoman Butler, the foregoing Resolution was adopted on a vote of three Ayes, (Hass, Butler, Hammond) and two Absents, (Van Slyke, Wohlleber). The Supervisor declared the Resolution adopted.

DRAFT ENGINEERING REPORT –

Motion by Councilman Hass, seconded by Councilwoman Butler and an oral vote of three ayes, (Hass, Butler, Hammond) one abstention, (Wohlleber) one absent (Van Slyke) to authorize Supervisor Hammond to sign Agreement for Professional Services performed by LaBerge Engineering. The contract amount shall be increased by hourly rates up to \$2,000 plus reimbursable expenses for each Community Project Funding application prepared for funding through Congressman Delgado, Senator Schumer and/or Senator Gillibrand for the Town's Water District #2 Improvement Program.

UNINHABITABLE BUILDING –

Lee King presented a very well thought out proposal for the Town's consideration on solving the uninhabitable building situation. He proposed a Town Law or a Resolution. Lee's proposal is based on establishing a "point" system of the deficiencies in the uninhabited building to evaluate the building and it proposed an annual financial penalty which Lee said would "incentivize" the owner to either improve or sell the property.

There was a brief discussion between Councilman Hass and Tracy Church, Code Enforcement Officer, in which Councilman Hass asked Tracy if the existing New York State Property Maintenance Code was sufficient. Tracy said that he had a number of cases and that he was not sufficiently "backed" by the Court.

Attorney Gilchrist reviewed the Brunswick Law on this subject and said that it was somewhat successful and involved the Assessor's Office and the Code Enforcement Officer. The subject was closed with the understanding that the Town would review and take under advisement Lee's proposal. Notably, the discussion included the fact that some people could not afford these charges.

Motion by Councilman Wohlleber, seconded by Councilwoman Butler and carried to enter into Executive Session at 7:31 p.m. to discuss a personnel issue with no votes taken. Motion by Councilman Hass and seconded by Councilman Wohlleber to exit Executive Session at 8:10 p.m. and immediately adjourn this meeting.

Respectfully submitted,

Susan Horton
Town Clerk

March 7, 2022

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

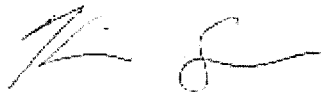
Spectrum Northeast, LLC, (“Spectrum”) was notified on March 2, 2022, by NBC Universal Media, LLC on behalf of International Media Distribution, LLC (“IMD”) that it would cease distribution of **CR1 Russia**. Accordingly, effective March 3, 2022 at 12:00am ET, the aforementioned network is no longer available on the channel lineup serving your community. Since this change is out of Spectrum’s control, we are making customers aware of the cessation of programming via a channel slate message, **“Programming is no longer being provided by supplier.”**

Further, in light of the extraordinary circumstances in Ukraine, effective March 4, 2022 at 12:00am ET, Spectrum made the decision to drop Russian-controlled and -programmed networks **NTV America, RTR Planeta, Rossiya-24** and **CTC** on the channel lineup serving your community. Spectrum is making its customers aware of these drops via a channel slate message, **“Programming is no longer available on this network.”**

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

If you have any questions about this change, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications



Kevin Egan
Director of Government Affairs

March 18, 2022

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Spectrum Northeast, LLC, (“Spectrum”) recently notified you on March 7, 2022 that NBC Universal Media, LLC on behalf of International Media Distribution, LLC (“IMD”) would cease distribution of **CR1 Russia** effective March 3, 2022 at 12:00am ET. Additionally, we further notified you that in light of the extraordinary circumstances in Ukraine, effective March 4, 2022 at 12:00am ET, Spectrum dropped Russian-controlled and -programmed networks **NTV America, RTR Planet, Rossiya-24 and CTC**.

As a result of the above-noticed drops, Spectrum is making its customers aware that effective March 29, 2022, we are temporarily reducing the Russian International Video package/a la carte pricing due to temporary channel unavailability. Accordingly, customer pricing will change as follows:

Packages/Channels with no content

Service Name		Current Monthly Price	Discount Amount	New Monthly Price (3/29/22)
Russian View	Spectrum Products and Pricing	\$9.99	\$9.99	\$0
Channel One Russia	Legacy Time Warner Cable	\$14.95	\$14.95	\$0
CTC	Legacy Time Warner Cable	\$9.95	\$9.95	\$0
NTV America	Legacy Time Warner Cable	\$9.95	\$9.95	\$0
Russian View	Legacy Charter	\$14.99	\$14.99	\$0

Packages/Channels with partial content

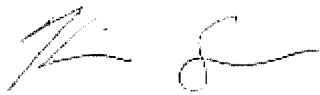
Service Name		Current Monthly Price	Discount Amount	New Monthly Price (3/29/22)
Russian View Premium	Spectrum Products and Pricing	\$29.99	\$15	\$14.99
Russian Passport	Legacy Time Warner Cable	\$25.99	\$0	\$25.99
Russian Pass Plus	Legacy Time Warner Cable	\$29.99	\$10	\$19.99
Russian Pass Max	Legacy Time Warner Cable	\$44.99	\$10	\$34.99
Russian	Legacy Bright House Networks	\$26.99	\$7	\$19.99

To view

a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions about this change, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications



Kevin Egan
Director of Government Affairs

March 21, 2022

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as an update to a notice Spectrum Northeast, LLC previously sent to you on February 28, 2022 that Story TV Satellite Feed would be added to SPP Expanded Basic & Standard Tier HD on channels 156 and 489 on or around March 28, 2022.

The new launch date for Story TV will now occur on or around May 15, 2022, on the channel lineup serving your community.

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

If you have any questions about this matter, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Egan", written over a light blue horizontal line.

Kevin Egan
Director, Government Affairs
Charter Communications



Kevin Egan
Director of Government Affairs

April 1, 2022

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around May 3, 2022, Spectrum Northeast, LLC (Spectrum), will launch Circle Satellite on SPP Tier 1 HD on channel 153 on the channel lineup serving your community.

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

If you have any questions about this change, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Egan", written over a light gray background.

Kevin Egan
Director, Government Affairs
Charter Communications



TOWN OF POESTENKILL

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

Va

Planning Board

PLANNING BOARD AGENDA

April 5, 2022 7:00 pm

MEETING WILL BE HELD AT THE TOWN HALL

7:00 Meeting Opens – Pledge of Allegiance

Applicant:

<u>Wilbert Langley and Nancie Orsini</u>	<u>Informal Information Exchange</u>
<u>Tom Perciballi and Tom Jr. Perciballi</u>	<u>Informal Information Exchange</u>
<u>Donna Kamkar</u>	<u>Informal Information exchange</u>

Members of the public may attend and comment on the proposed action. Comments may also be submitted to the Planning Board in writing prior to March 22, 2022.

Minutes of the March 1, 2022 Meeting:

Public Comments:

Old Business:

New Business:

**Organization:
Comprehensive Plan**

Other:

Jeff Briggs	to attend April Meeting
Bill Daniel	to attend May Meeting
Laura Burzesi	to attend June Meeting



V.b

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, New York 12140
(518) 283-5100
(518) 283-7550

ZONING BOARD of APPEALS

Zoning Board Agenda April 12, 2022, 7:00pm

MEETING WILL BE HELD AT THE TOWN HALL

7:00 Meeting Opens – Pledge of Allegiance

New Business:

Applicant:

Susan Marden 56 Cherokee Lane

Garage

Donna Kamkar 1188 Plank Rd

Solar panel installation

Members of the public may attend and comment in the proposed action. Comments may also be submitted to the Zoning Board in writing prior to April 12, 2022.

Minutes of the January 11, 2021 Meeting:

Public Comments:

Other:

Nicole Heckelman
Frank Burzesi
Tim Hoffay

to attend April Meeting
to attend May Meeting
to attend June Meeting

1:19 PM
 04/03/22
 Accrual Basis

Poestenkill Fire Company
Custom Summary Report
 March 2022

V.C

	Mar 22
Ordinary Income/Expense	
Income	
Reimbursement	3,842.06
Town Contract Money	219,928.00
Total Income	223,770.06
Gross Profit	223,770.06
Expense	
Awards	300.00
Building Fuel (heating)	
East Poestenkill (propane)	768.90
Main Station (Propanel)	2,626.26
Total Building Fuel (heating)	3,395.16
Building Maintance	
Main Station	3,847.64
Refuse	78.20
Total Building Maintance	3,925.84
Electric	
East Poestenkill	22.70
Main Station	21.02
Total Electric	43.72
Equipment	
New Equipment	2,650.34
Repair & Maintance	755.20
Total Equipment	3,405.54
Fire Trucks	
Fuel	471.14
Total Fire Trucks	471.14
Funerals	97.50
Insurance	
Accident & Sickness	858.00
Total Insurance	858.00
Internet & Phone	112.65
Laboratry License Fee	200.00
Medical Supplies	647.98
Office Supplies	107.65
Physicals	260.00
Security Alarm	77.80
Solar	315.00
Sponsorship	250.00
Telephone	
East Poestenkill	43.17
Main Station	55.96
Total Telephone	99.13
Training	1,106.28
Total Expense	15,673.39
Net Ordinary Income	208,096.67
Net Income	208,096.67

1:20 PM
 04/03/22
 Accrual Basis

Poestenkill Fire Company Custom Summary Report January through March 2022

	Jan - Mar 22
Ordinary Income/Expense	
Income	
Reimbursement	3,842.06
Town Contract Money	219,928.00
Total Income	223,770.06
Gross Profit	223,770.06
Expense	
Awards	2,306.44
Bank Service Charge	4.00
Building Fuel (heating)	
East Poestenkill (propane)	1,436.49
Main Station (Propanel)	9,163.03
Total Building Fuel (heating)	10,599.52
Building Maintance	
Cleaning Supplies	236.85
Main Station	5,771.63
Refuse	234.60
Total Building Maintance	6,243.08
Donation	99.00
Dues	150.00
Electric	
East Poestenkill	68.44
Main Station	84.08
Total Electric	152.52
Equipment	
New Equipment	3,395.74
Repair & Maintance	879.90
Total Equipment	4,275.64
Fire Trucks	
Fuel	2,095.53
Repair & Maintance	143.85
Total Fire Trucks	2,239.38
Firemens Christmas Party	70.76
Funerals	97.50
Installation Dinner	312.50
Insurance	
Accident & Sickness	1,716.00
Workman's Compensation	10,755.95
Insurance - Other	5,076.00
Total Insurance	17,547.95
Internet & Phone	337.95
Kids Christmas Party	332.52
Laboratry License Fee	200.00
Loan Payments Fire Truck	39,419.27
Medical Supplies	2,027.53
Memorial Service	187.50
Miscellaneous	1,224.11
Office Supplies	207.63
Physicals	260.00
Security Alarm	223.20
Solar	498.99
Sponsorship	250.00
Telephone	
East Poestenkill	86.34
Main Station	113.14
Total Telephone	199.48

1:20 PM
04/03/22
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
January through March 2022

	<u>Jan - Mar 22</u>
Training	1,106.28
Transfer to Town Checking	-20,000.00
Water	38.60
Total Expense	<u>70,611.35</u>
Net Ordinary Income	<u>153,158.71</u>
Net Income	<u><u>153,158.71</u></u>

Changing Terms to
4 years

- Needs to be to county
by August 1st
- Board needs to approve
referendum before public
vote at Nov. election

Local Law Filing

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

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

County City Town Village

(select one:)

of Poestenkill

Introductory Local Law No. __ of the year 2022

A LOCAL LAW AMENDING SECTIONS 111-2 AND 111-4 OF CHAPTER 111 OF THE CODE OF THE TOWN OF POESTENKILL.

Be it enacted by the Town Board of the Town of Poestenkill as follows:

See attached.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

TOWN OF POESTENKILL

INTRODUCTORY LOCAL LAW NO. __ OF 2022

**A LOCAL LAW AMENDING SECTIONS 111-2 AND 111-4 OF CHAPTER 111
OF THE CODE OF THE TOWN OF POESTENKILL**

Section 1. Title.

This local law shall be referred to as “A Local Law Amending Sections 111-2 and 111-4 of Chapter 111 of the Code of the Town of Poestenkill”.

Section 2. Purpose and Authority.

By Local Law No. 1 of 2013, the Town Board of the Town of Poestenkill enacted a Subdivision Drainage District Law in order to require all applicants seeking approval for any major subdivision and for such other subdivisions as may require an approved Stormwater Pollution Prevention Plan (SWPPP) and the construction of Municipal Separate Storm Sewer Systems (MS4) infrastructure, to request, as part of such subdivision application and approval process, that the Town Board of the Town of Poestenkill approve the establishment of a drainage district serving said subdivision.

It has since been determined that Sections 111-2, “Legislative authority, intent and purpose”, and 111-4, “Qualifying criteria”, of the Subdivision Drainage District Law, require amendment.

Section 3. Amendment.

a. The Code of the Town of Poestenkill, Chapter 111, Drainage Districts, Section 111-2, “Legislative authority, intent and purpose”, shall be repealed in its entirety and replaced with the following:

Through prior experience with certain previously established subdivision developments within the Town of Poestenkill, and predicated upon engineering advice and legal counsel as well as input from local developers, the Town deems it desirable for the Town to require those applicants seeking approval for any qualifying subdivision, as hereinafter defined, to request, as part of such subdivision application and approval process, that the Poestenkill Town Board approve the establishment of a drainage district serving said subdivision. Further, the Town Board believes that such a requirement is in the best interests of the Town as well as the ultimate owners and occupants of premises within said subdivision, and that establishment of a uniform procedure to be followed by subdivision developers and applicants also serves to fairly address their needs and concerns with regard to satisfaction of such requirement. For such intent and purpose, the Town Board of the Town of Poestenkill deems it appropriate to adopt this local legislation mandating drainage district application and establishment as part of the subdivision application process pursuant to Article 12 of the Town Law whereby the Town Board may authorize the establishment of a special district anywhere within the boundaries of the Town of Poestenkill and the Town Board may apportion the district costs among all the parcels of land within such drainage district.

b. The Code of the Town of Poestenkill, Chapter 111, Drainage Districts, Section 111-4, “Qualifying Criteria”, shall be repealed in its entirety and replaced with the following:

For purposes of this chapter, a ‘qualifying subdivision’ shall be a subdivision which meets one of the following criteria:

- A. Any major subdivision requiring post-construction stormwater control practices that will constitute municipal separate storm sewer system (MS4) infrastructure;
- B. Any other subdivision, the development of which may require an approved stormwater pollution prevention plan (SWPPP) and the construction of a significant municipal separate storm sewer system (MS4) infrastructure. The determination of whether or not the required MS4 infrastructure is significant shall be determined by and in the sole discretion of the Town Planning Board.

Section 4. Severability.

If any section or subdivision, paragraph, clause, or phrase of this local law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

Section 5. Effective Date.

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

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

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

I hereby certify that the local law annexed hereto, designated as Introductory Local Law No. ___ of 2022 of the (County)(City)(Town)(Village) of Poestenkill was duly passed by the Town of Poestenkill Town Board on _____, 2022, in accordance with the applicable provisions of law.
(Name of Legislative body)

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

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

~~**3. (Final adoption by referendum.)**~~

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

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

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

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

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

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

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

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

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

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

Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

Date:

(Seal)

Short Environmental Assessment Form Part I - Project Information

Instructions for Completing

Part I - Project Information. The applicant or project sponsor is responsible for the completion of Part I. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part I based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part I. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part I - Project and Sponsor Information					
Town of Poestenkill Town Board					
Name of Action or Project:					
Introductory Local Law No. ___ of 2022					
Project Location (describe, and attach a location map):					
Brief Description of Proposed Action:					
A local law amending Sections 111-2 and 111-4 of Chapter 111 of the Code of the Town of Poestenkill.					
Name of Applicant or Sponsor:					
Town of Poestenkill Town Board					
Telephone: (518) 283-5100					
E-Mail:					
Address:					
38 Davis Drive					
City/PO: Poestenkill					
State: New York					
Zip Code: 12140					
<p>1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>		NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES				
<input type="checkbox"/>	<input checked="" type="checkbox"/>				
<p>2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES				
<input type="checkbox"/>	<input type="checkbox"/>				
<p>3. a. Total acreage of the site of the proposed action? _____ acres</p> <p>b. Total acreage to be physically disturbed? _____ acres</p> <p>c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres</p>					
<p>4. Check all land uses that occur on, are adjoining or near the proposed action:</p> <p> <input type="checkbox"/> Urban (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): _____ <input type="checkbox"/> Parkland </p>					

5. Is the proposed action,			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. A permitted use under the zoning regulations?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the proposed action will exceed requirements, describe design features and technologies: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If No, describe method for providing potable water: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If No, describe method for providing wastewater treatment: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPPO) archaeological site inventory?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

Wetland Urban Suburban

Shoreline Forest Agricultural/grasslands Early mid-successional

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?

YES	NO	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>

16. Is the project site located in the 100-year flood plain?

YES	NO	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?

YES	NO	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>

If Yes,

a. Will storm water discharges flow to adjacent properties?

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

If Yes, briefly describe: _____

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?

YES	NO	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>

If Yes, explain the purpose and size of the impoundment: _____

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

YES	NO	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>

If Yes, describe: _____

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

YES	NO	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>

If Yes, describe: _____

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: _____ Date: _____

Signature: _____ Title: _____

By Local Law No. 1 of 2013, the Town Board of the Town of Poestenkill enacted a Subdivision Drainage District Law in order to require all applicants seeking approval for any major subdivision and for such other subdivisions as may require an approved Stormwater Pollution Prevention Plan (SWPPP) and the construction of Municipal Separate Storm Sewer Systems (MS4) infrastructure, to request, as part of such subdivision application and approval process, that the Town Board of the Town of Poestenkill approve the establishment of a drainage district serving said subdivision.

It has since been determined that Sections 111-2, "Legislative authority, intent and purpose", and 111-4, "Qualifying criteria", of the Subdivision Drainage District Law, require amendment.

This local law would amend the Poestenkill Code to require the establishment of a drainage district only for qualifying subdivisions, which will be clarified to include only subdivisions that require post-construction stormwater controls over which the Town will assume future operation and maintenance responsibility.

		1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
		2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
		3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
		4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
		5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
		6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
		7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
		8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
		9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
		10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
		11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>
Moderate to large impact may occur	No, or small impact may occur			

Part 2 is to be completed by the Lead Agency.
 Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

**Short Environmental Assessment Form
 Part 2 - Impact Assessment**

Agency Use Only [If applicable]

Project: _____

Date: _____

Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Name of Lead Agency	Date
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Agency Use Only (In Approval)

Project: _____

Date: _____

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Received Date

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev. 11/19)

Employer Location Code
 30362

BE IT RESOLVED, that the TOWN OF POSTENKILL / 30362 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities: (Name of Employer) (Location Code)

Name	Social Security Number	NYS SLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Eric Wohlheber			TOWN BOARD MEMBER		6	9.88	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
Tracy Church			Building Inspector / Code Enforcement	11/1/2022 - 12/31/2022	8	11.63	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Susan Horton, secretary/clerk of the governing board of the TOWN OF POSTENKILL of the State of New York, (Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the ___ day of ___, 20___ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the TOWN OF POSTENKILL on this ___ day of ___, 20___, (Name of Employer)

Affidavit of Posting: I, _____, (Signature of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the: (Name of Secretary or Clerk)

(Date)

Employer's website at: _____

Official sign board at: _____

Main entrance Secretary or Clerk's office at: _____

(seal)

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
TOWN OF POESTENKILL AND
MOHAWK HUDSON HUMANE SOCIETY
FOR THE PROVISION OF
ANIMAL SHELTER SERVICES

This Amendment made _____, 2022 (hereinafter referred to as the "EFFECTIVE DATE") by and between the TOWN OF POESTENKILL, and MOHAWK HUDSON HUMANE SOCIETY, a domestic not-for-profit corporation with its principal place of business at 3 Oakland Avenue, Menands, Albany, New York 12204 (hereinafter referred to as "SOCIETY"). The TOWN OF POESTENKILL and SOCIETY may collectively be referred to as the "Parties," or individually as a "Party."

WITNESSETH

WHEREAS, the Parties entered into an Agreement effective January 1, 2022 (hereinafter referred to as the "Agreement"), which is incorporated herein and made a part hereof, wherein SOCIETY agreed to provide animal shelter services to the TOWN OF POESTENKILL pursuant to Article 7 of the New York State Agriculture and Markets Law; and

WHEREAS, the Parties desire to modify Article I-b of the Agreement, to alter the redemption period for cats seized by the TOWN OF POESTENKILL, increasing the agreed to redemption period to the legally required five (5) days,

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AMENDMENT, AGREE TO MODIFY THE AGREEMENT AS FOLLOWS:

1. Article I-b shall be hereby be modified to read as follows:

STRAY AND "AT LARGE" ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will make available for adoption, transfer, or will humanely euthanize seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs not bearing a municipal license tag or registered microchip (unidentified). The redemption period for

cats is (5) days. The first day of the redemption period for such seized animals begins at 12:00 am on the day after the animal is seized. The time periods referenced herein are collectively referred to herein as the "Redemption Period".

The Municipality agrees that promptly upon seizure, the seizing officer will examine the seized animal for all forms of identification, including but not limited to, tags, microchips, tattoos, or licenses, and notify any identified owner that their dog has been seized, the location of impoundment, and how many days they have to redeem the dog, pursuant to the Law. The seizing officer will notify the Society of the method of notification and the date which notification was given or served pursuant to the Law.

2. Unless otherwise stated herein, all of the terms of the Parties' Agreement shall remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the day and year first written above.

TOWN OF POESTENKILL MOHAWK HUDSON HUMANE SOCIETY

Municipal Officer Signature

Municipal Officer Print Name & Title

Date:

Ashley Jeffrey Bouck
Chief Executive Officer

Date:

Consultant Agreement

This agreement is being made between Rick Lederer-Barnes, d/b/a Upstate GIS (Consultant) and the Town of Poestenkill (Client) on March 1, 2022, to cover GIS services in support of the Client's Comprehensive Plan update. The following services will be provided by the Consultant:

- Edits to approximately 22 existing NRI maps reflect the current project and update with new data if available.
- Create approximately six new maps
- Digitizing data, particularly historic and recreational resources
- One round of edits for the updated NRI maps
- Two rounds of edits for the newly created maps
- Finalizing/packaging maps and data
- Periodic communication with Client

All services as outlined above will be provided by the Consultant for a fixed fee of \$3,000. Should additional services be required beyond the above scope of work they would be provided at a rate of \$90/hour.

While no expenses are anticipated, expenses for materials requested by Client, will be billed at cost. There will be no cost for any mileage incurred for the project, however if travel is required such time required will be billed at one-half the standard hourly rate as previously stated.

Invoicing will be provided to the Client in two installments: the first installment of \$1,500 would be invoiced following completion of the first draft of all maps (updated NRI maps and additional new maps), the second and final installment of \$1,500 would be invoiced upon project completion. Payment is expected within 45 days of invoice submissions unless other arrangements have been agreed upon by both the Client and Consultant.

Either party may terminate this Contract on ten (10) days written notice. If terminated by Client, Client will pay for all services satisfactorily performed through the date of termination. If terminated by Consultant, payment will be at the discretion of Client for all services satisfactorily performed through the date of termination.

Consultant does not warrant or guarantee the accuracy or completeness of the information provided. Accuracy is solely based on the data originator. Under no circumstances will Consultant be liable for any loss or direct, indirect, incidental, special or consequential damages caused by reliance on this information.

Client shall have permission to use products completed under this agreement without limitations. Consultant shall retain the right to use products completed under this agreement for marketing and promotional purposes. Any copyrighted materials provided by others shall be used pursuant to stated permissions granted for use.

This contract may be extended to provide additional services by Consultant to Client with written authorization by Client and written acknowledgement by Consultant (may be completed electronically).

CONSULTANT _____ DATE _____

Client _____ DATE _____



1590 Dutch Road | Dixon, IL 61021
 p 815.835.5566 | f 815.284.5600
 www.SewerEquipment.com

VII 9

March 30, 2022

Sourcewell Contract 101221-SCA	Sourcewell Member 126126	REV:	WO#
Distributor:	Gyncon Equipment		
Salesman:	Mike Kane		
End User:	Poestenkill Highway Dept.		
Address:	108 Plank Rd		
City, State, Zip:	Poestenkill NY 12140		
Phone:	518-283-4144		
Contact:	Dave Goyer		
Email:	Dgoeyer@PoestenkillNY.com		



747-FR2000 ECO Trailer Mounted High Pressure Sewer Cleaner

Engine & Pump:	74 HP Kohler Diesel Tier IV Engine	Accessories:	10' Leader Hose BB Hose Guide Tri-Star (Chisel Point) Nozzle DD (High Flow) Nozzle Finned Nozzle Extension Nozzle Rack 25' Fill Hose Washdown Gun w/25' Ext. Hose Upstream Pulley Guide Paper Operator / Owner Manual
Hose Reel & Hose:	Rotating Safety Reel w/800' Capacity of 3/4" Hose	Trailer:	Tandem Axles 14,000 GVWR Electric Brakes w/2-5/16" Ball Hitch (1) Aluminum Toolbox - Fender Mounted D.O.T. Approved LED Lighting
Tank & Fill:	700 Gal. Black Super-Poly Water Tank 2.5" Fill System	Engine & Pump:	74 HP Kohler Diesel Tier IV Engine Giant 40 GPM @ 2000 PSI w/30 Min Run Dry Capability Lighted Nema 4 Control Panel Auto Shutdown (High Eng Temp / Low Oil Press) Low Oil Pressure) Air Purge Valve Recirculation System Painted Steel Shroud Enclosure w/Locking Access Doors
Engine & Pump Options:	FOR OPERATING AT ALTITUDES ABOVE 2000 FT. ELECTRONIC/HYDRAULIC CLUTCH ENGAGE (TOGGLE SWITCH IN LIEU OF MECHANICAL ENGAGE) HYDRAULIC TOOL CIRCUIT (RATED @ 9.5 GPM, SYSTEM ENGAGED VIA MANUAL DIVERter VALVE AND SUPPLIED w/ PARKER 60 SERIES CONNECTORS GIANT PUMP PULSATION SYSTEM ELECTRONIC WATER ON/OFF CONTROL (INCLUDED w/MASTER & WIRELESS PENDANT) HYDRAULIC PRESSURE GAUGE DRAIN VALVES FOR WATER PUMP *RECOMMENDED FOR COLD CLIMATES* UPGRADE TO ALUMINUM SHROUD UPGRADE TO ALUMINUM SHROUD (PAINTED) WASHDOWN SYSTEM w/50' RETRACTABLE HOSE REEL HYDRAULIC COOLER (Recommended for Continuous Duty, Included w/ Hydraulic Tool Circuit)	Engine & Pump Options:	UPGRADE WATER PUMP TO GIANT 35 GPM @ 3000 PSI PLUNGER STYLE TRIPLEX WATER PUMP w/30 MINUTE RUN DRY CAPABILITY FOR OPERATING AT ALTITUDES ABOVE 2000 FT. CONTACT FACTORY

BASE UNIT AS OUTLINED ABOVE	\$71,761.00	1	\$71,761.00
LIST PRICE OF SELECTED OPTIONS:	\$5,239.00	LESS PERCENTAGE DISCOUNT (enter % →)	3% \$ (2,310.00)
NET PRICE OF UNIT:	\$74,690.00	ESTIMATED FREIGHT:	\$3,500.00
ESTIMATED TOTAL:	\$78,190.00		

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING	STANDARD OPTIONS:	LIST PRICE	QTY	TOTAL
UPGRADE WATER PUMP TO GIANT 35 GPM @ 3000 PSI PLUNGER STYLE TRIPLEX WATER PUMP w/30 MINUTE RUN DRY CAPABILITY		\$4,762.00		\$0.00
CONTACT FACTORY				
ELECTRONIC/HYDRAULIC CLUTCH ENGAGE (TOGGLE SWITCH IN LIEU OF MECHANICAL ENGAGE)		\$1,406.00		\$0.00
HYDRAULIC TOOL CIRCUIT (RATED @ 9.5 GPM, SYSTEM ENGAGED VIA MANUAL DIVERter VALVE AND SUPPLIED w/ PARKER 60 SERIES CONNECTORS		\$2,231.00		\$0.00
GIANT PUMP PULSATION SYSTEM		\$268.00		\$0.00
ELECTRONIC WATER ON/OFF CONTROL (INCLUDED w/MASTER & WIRELESS PENDANT)		\$1,396.00		\$0.00
HYDRAULIC PRESSURE GAUGE		\$346.00		\$0.00
DRAIN VALVES FOR WATER PUMP *RECOMMENDED FOR COLD CLIMATES*		\$178.00	1	\$178.00
UPGRADE TO ALUMINUM SHROUD		\$3,330.00		\$0.00
UPGRADE TO ALUMINUM SHROUD (PAINTED)		\$4,379.00		\$0.00
WASHDOWN SYSTEM w/50' RETRACTABLE HOSE REEL		\$1,462.00		\$0.00
HYDRAULIC COOLER (Recommended for Continuous Duty, Included w/ Hydraulic Tool Circuit)		\$1,839.00		\$0.00

HOSE REEL & HOSE OPTIONS:				
DEDUCT FOR "FIXED" HOSE REEL		(\$1,839.00)		\$0.00
AUTOMATIC LEVELWIND WITH HYDRAULIC UP/DOWN ACTION		\$6,246.00		\$0.00
UPGRADE TO 1000' CAPACITY HOSE REEL IN LIEU OF STANDARD CAPACITY		\$3,019.00		\$0.00
REFERENCE DISTANCE METER		\$1,580.00	1	\$1,580.00
DIGITAL SMART COUNTER, FOOTAGE METER ±3% ACCURACY		\$3,259.00		\$0.00
3/4" X 2500PSI HOSE / PER FT. (1000' MAX CAPACITY)		\$4.48	500	\$2,240.00
3/4" X 3000PSI HOSE / PER FT. (1000' MAX CAPACITY)		\$4.84		\$0.00
SEWER HOSE (1" I.D. X 2500 PSI OPERATING PRESSURE) PER FT.		\$4.90		\$0.00
SEWER HOSE (1" I.D. X 3000 PSI OPERATING PRESSURE) PER FT.		\$5.91		\$0.00
TESTING FEE (FOR UNITS ORDERED w/OUT SEWER HOSE)		\$500.00		\$0.00

FREIGHT AND/OR APPLICABLE TAXES ARE NOT INCLUDED

2023

Please return a signed copy to bigequipment@sewerEquipment.com	
SIGNATURE	DATE
<hr/>	



Pierce Equipment Company
3388 Route 22 West
Branchburg, NJ 08876

Date 3/9/2022
Number 105418
Type of Quote VJ750
PO

Quote

Ship TOPECC

Town of Poestenkill

Comments

Option content is subject to engineering approval

Model Number - V VJ750 Gal. Trailer, with Diesel Engine 40 gpm @ 2000 psi Giant pump, 74 HP Kubota Diesel Tier 4

Standard equipment includes:

(2) 275 Gal. tanks on tandem axle

Heavy duty 2" x 2" tubular steel welded trailer

Rotating hose reel w/500' sewer hose & leader hose 10'

Reel - hydraulic feed & retract w/manual rotate, HD sewer hose guide

Front reel spin out manual sewer hose retrieval

Weather proof electric control panel, Engine emergency stop

Manually operated clutch for water pump engagement

Heavy duty pressure unloader & Adjustable water flow rate valve

In-line level control water pump

Co-d weather, air circulation & air purge system for winterization

Water level level light gauge

Fill port, hose rack and 25' fire hydrant hose

16 gal. fuel tank, 2-5/16" ball hitch, 7,000# GVWR axle

7 pin connector, LED trailer lights

Electric brakes with safety break away switch

(1) Proportional LED work light, Auxiliary 12 volt plug in

Tight seal hose protector w/clear tie off

(1) creasing lance & (2) penetrator nozzle

(1) curved water extension

5000 gallon water pump

Kubota Diesel engine

Main structure

Kubota VJ750 Gal. Trailer, with Diesel Engine 40 gpm @ 2000 psi Giant pump, 74 HP Kubota Diesel Tier 4

Model Number

Quantity

Options

Qty. (1) Standard

Machine Total \$82,723.00
Delivery \$3,995.00
Total \$86,718.00

OPTIONAL EQUIPMENT

As indicated on drawing

Foot: (See next page)
Foot Trucks are subject to availability.

- 1 1" dia. x 40" long - 1000 PSI (use w/ 40 @ 2000) 1/2" dia. 2500 PSI
- 1 1000 PSI gauge - read mounted
- 1 1000 PSI adapter
- 1 1/2" dia. x 40" long - 1000 PSI
- 1 1/2" dia. x 40" long - 1000 PSI
- 1 1/2" dia. x 40" long - 1000 PSI

- Variable flow water control valve
- Triplex plunger water pump system
- Cold weather recirculation and air purge control panel
- Reel-mounted, weather-proof electronic
- Hydraulically-driven hose reel (800-ft. max capacity)
- Rotating hose reel with 500-ft. sewer hose
- Heavy-duty 2" x 4" tubular steel frame
- Tier 4 diesel engine
- Tandem axle
- VJ750 - Dual 375-gal. water tanks on axle
- VJ375 - Single 375-gal. water tank on single

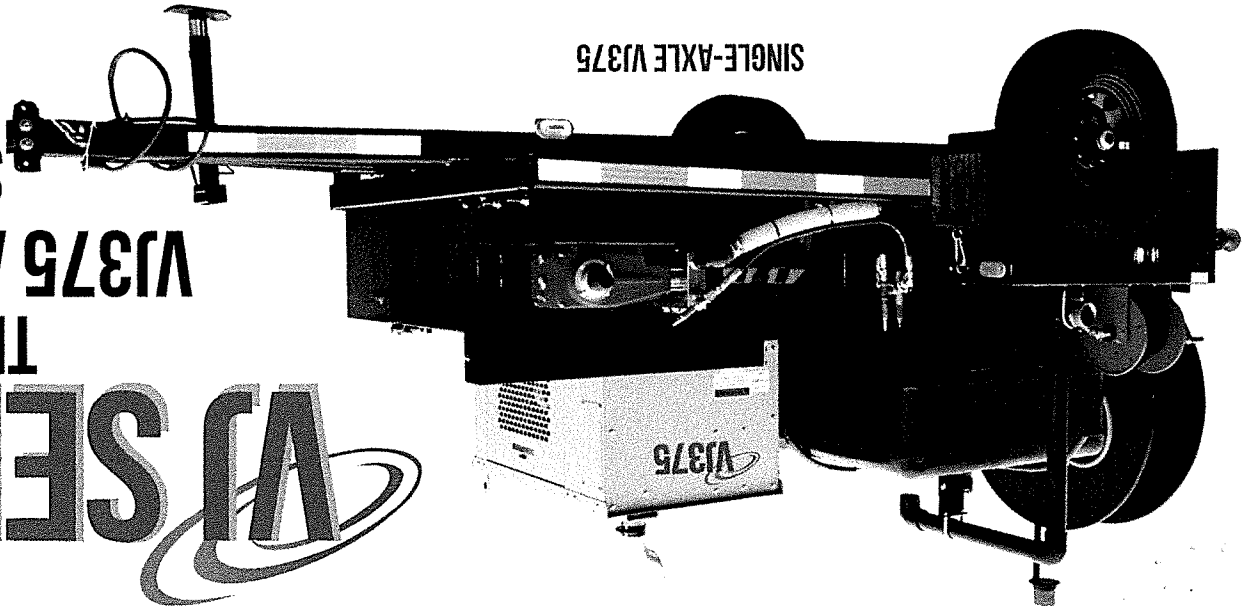
STANDARD FEATURES

THE BRAND YOU TRUST IN THE CONFIGURATION YOU NEED.

The All-New VJ Series VJ375 and VJ750 Trailer-Mounted units are designed to provide operators with an economical, portable, and powerful system.

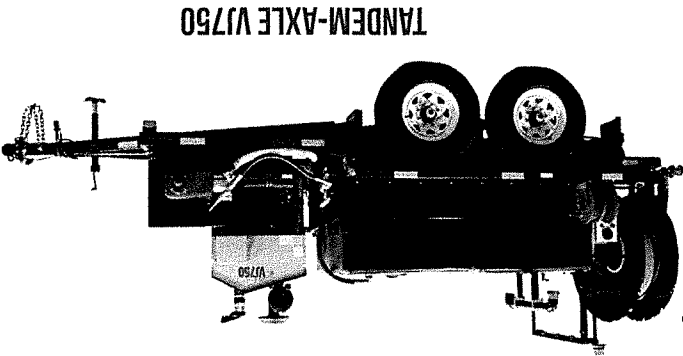
Designed from the ground up our streamlined, low-profile design is available in a 375-gallon or 750-gallon water tank option.

LOW-PROFILE



SINGLE-AXLE VJ375

VJ SERIES
THE ALL-NEW
VJ375 AND VJ750
SEWER JETS



TANDEM-AXLE VJ750

OPTIONAL FEATURES

- Multiple water pump pressure and flow configurations available
- Trailer or truck-mounted units
- Other standard features included for ease of use and safety

- Gas Engine Options Available
- Wireless Remote
- Anti-Freeze Tank System for Cold Weather Use
- Multiple Lighting Options Available
- Additional Optional Features Available Upon Request

Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2022

VII.h

This Service Agreement is made and executed this 14 day of April, 2022, 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**

Seven Hundred and Fifty Dollars (\$3,750.00) heretofore appropriated to VFW Post 7466 for the fiscal year 2019;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Town hereby appoints VFW Post 7466 as the Town's agent for the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day within the Town of Poestenkill.

2. VFW Post 7466 hereby accepts such appointment and agrees to undertake the planning, conduct and oversight of such observance and celebration activities.

3. It is understood and agreed that of the total sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) heretofore appropriated by the Town to VFW Post 7466 for the fiscal year 2022, 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 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 2022, 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 2022 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.

By: _____

Dated: _____

SULLIVAN-JONES VFW POST 7466

By: Keith Hammond, Town Supervisor

Dated: _____

TOWN OF POESTENKILL

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

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.

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**.

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.

Notary Public

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.

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

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

Notary Public

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.

Keith Hammond

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

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

**SENIOR CITIZENS SERVICE AGREEMENT
FOR THE YEAR 2022**

This Service Agreement is made and executed in duplicate this 14 day of April, 2022, 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 2022 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 2022 said sum shall be in an amount not less than **Three Thousand Seven Hundred and 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: _____
By: **Poestenkill Seniors**

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

NOTARY PUBLIC

On this _____ day of _____, 2022, before me, the subscriber, personally appeared **Keith Hammond**, personally known 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.

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

NOTARY PUBLIC

On this _____ day of _____, 2022, 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.

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

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

March 2022

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


\$ 8.84	Conservation Fees to the Town:		
\$	Marriage License @ \$ 7.50		
\$	Marriage Certificate @ \$10.00		
\$ 8.84	Total Town Clerk Fees		
\$	Penalties/Interest		
\$	Registrar		
\$	Minor Sales - Copies (certified copy) -		
\$ 150.00	Local Fee for Dogs -		
\$	Planning Board Fees - \$	ZBA Fees - \$	
\$ 1,258.00	Building Permits		
\$	Peddlers Permit		
\$ 1,915.96	Water Benefit Charge		
\$ 275.00	Water Meter Fee -	\$ 275.00	
\$ 40.00	Misc. Water Charges -	\$ 40.00	
\$ 672.88	Water Permit Fee -	\$ 672.88	
\$ 2,903.84	TOTAL WATER CHARGES		
\$ 4,320.68	REVENUE TO SUPERVISOR		
\$	Amount paid to State Comptroller for Games of Chance License		
\$ 151.16	Amount paid to DEC for Conservation Licenses		
\$ 32.00	Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program		
\$	Amount paid to State Health Dept. for Marriage Licenses		
\$ 183.16	TOTAL DISBURSED		
\$	Keith Hammond, Town Supervisor		
\$ 4,503.84	TOTAL AMOUNT RECEIVED BY CLERK		
	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 March.		
	Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 1st day of April 2022.		
	<i>Susan Horton</i>		

VIII.d

Town of Poestenkill
Assessor's Office
P.O. Box 210 38 Davis Drive
Poestenkill, NY 12140
518-283-5100 Ext. 101



TO: Supervisor Keith Hammond and Poestenkill Town Board

FROM:  Betsy Pinho, Assessor

RE: Assessor's Report March 2022

The Assessor's Office processed new and renewal exemption applications during March. We received exemption applications for Veteran, Agriculture, Aged Senior Citizen, Disability, Clergy, and STAR. The exemption data was posted to the Real Property System (RPS) and added to the Tentative Assessment Roll.

New construction documents and completed Building Permits received from the Building Inspector were processed, data entered, and valued for the Tentative Assessment Roll. We continue to receive new deeds from sales as well as parcel changes for splits and merges. These parcel changes were also valued and added to the Tentative Assessment Roll.

The County has required that all data entry items and corrections be completed by early April so the Tentative Assessment Roll can be finalized and printed. The Tentative Assessment Roll will be available in hard copy and it will also be available on the Town website. Change of assessment notice letters will be mailed to property owners.

All other functions, including the processing of building permits, responding to resident inquiries, and updating RPS, continue as normal.

Please note that the Board of Assessment Review, Grievance Night, will be held on Tuesday, May 24th, from 5:00 pm to 9:00 pm.

cc: Susan Horton, Town Clerk

VIII e

Town of Poestenkill
Office of the Water Department

To: Town Supervisor-Keith Hammond

Town Board Members – June Butler, David Hass, Harold Van Slyke,
Eric Wohlleber (Deputy Town Supervisor)
Town Attorney – Andy Gilchrist

From: Robert L. Brunet, P.E.-Water Manager / 811 Operations / Public Health
Coordinator 

RE: Executive Summary Monthly Report (March)

Date: April 7, 2022

SUMMARY OVERVIEW:

In each of my duties the Municipal Water District, the 811 Operations, and the Public Health Coordination, all the objectives under our control are continuing to be met or exceeded.

MONTHLY PUBLIC HEALTH COORDINATOR REPORT:

FOIA/PFOS - Our involvement continues to be significant in the FOIA/PFOS issue. Additionally, we have been able to help many residents in the testing of their wells and in the decontamination process where their wells have tested positive for Coliform. The resident testing for both Coliform / E-Coli and PFOS/PFOA has increased this past month. We continue to work closely with the RCDOH, NYSDOH, and the DEC. Their testing progress and public information efforts have slowed down (my opinion), as well as their work in finding the source(s). See my latest Town Website article with the DEC "link" for specifics, including status of determining the "cause(s)".

Algonquin Middle School - The new GAC (DEC installed) water filtration system is being completely tested and is in the final stages and will soon be fully operational. Currently, the Algonquin Middle School is continuing to use bottled water. They estimate that they will be off bottled water and fully operational on their new system in approximately one month. The long final testing period is required for the RCDOH to thoroughly test every component of the systems, including all the piping for proper system decontamination.

MONTHLY WATER DISTRICT'S OPERATIONAL REPORT:

GOOD NEWS – You may recall that I have recently discussed the Fourth Quarter 2021 Trihalomethane test results which were higher than the 80 ppb DEC required MCL level. I reviewed with you the Brunswick/Troy situation which I believe was the cause. I just received our first quarter 2022 test results and am delighted to report that we were significantly below the MCL for this quarter. Our quarterly result was 60.5 ppm versus the 80 ppm requirement. However, because of the “rolling average” of 4 quarters requirement, we will still have to send out letters for the next 2 to 3 quarters until the very high one day reading of 138 ppm in September 2021 is eliminated. Our second quarterly samples were taken on April 5th and the results will be published when received.

All work functions were performed properly, and all objectives under our control were met, with emphasis on safe water, quality test reports, and on continuing to reduce lost water expenses. We completed 3 new water service installations during this period.

SECOND 2022 QUARTERLY METER READINGS: On Thursday, March 31st we took the second quarterly meter readings for billing residents involving the first batch of new meters. All went well and we provided the data to Sue Horton to process and mail out the bills. As with the December readings, we had several “no reads” which, again, indicates dead batteries in the antennae. I have contacted Andy Glick, the EJP representative and he will continue to provide free replacements, which we will install at the residents’ locations—at no cost to them.

CCGDW: Both Supervisor Hammond and I continue to work closely with the CCGDW group to ensure a team approach to solving our FFOA/PFOS problems. The CCGDW group announced a May informational town meeting and have invited us to attend. The details of the meeting will be published on their website. Additionally, our last meeting with them was on Friday, April 1st.

EXPANSION OF OUR MUNICIPAL WATER SYSTEM: I have been working with and supplying information to Kevin Herren, Project Engineer for the Laberge Group regarding our existing water system. This technical data is necessary to determine the feasibility of using various system elements and routes for connection to our system. Combined meetings of Poestenkill, Sand Lake, and Laberge are promising and success will depend largely upon the ability of obtaining grants, requiring data input by July 2022. I have provided Laberge with a copy of our two water agreements, one with Brunswick and one with Troy. They (Laberge) have also met with Brunswick to determine what type of capital cost, if any, should be budgeted for those improvements. The significant Brunswick capital cost would not be required for the Phase 1 recommendation, but rather for future phases.

I recently reviewed their Draft Report and recommendations. I notified Kevin Herren, P.E. (Laberge Group Engineer) of a couple of minor changes and he will be making them (information regarding our existing pumps, other equipment, and our storage tank). Overall, I think that the report is “outstanding”. This report captures

significant informational aspects of the proposals and provides a good basis for pursued by the Town is obtaining financial support from the school---a commitment is needed now for Laberge to proceed.

NEW PROBLEM: The embedded batteries in our water meter antennae are beginning to become defective (over 10 years in use) and thereby prohibit our reading resident usage remotely (5 have failed to date). I have had three meetings with the EJP representative, Andy Glick, and he is working very well with us and is supplying replacement units (at no cost to us). We are performing the new work function of this replacement at the residents' premises at no cost to them. I anticipate that this new work function will be increasing in volume and will be an increase in our ongoing normal work functions for many years. At this time, we have already replaced the five which have failed (we will still be faced with over 400 to go) and have another six pending.

SMALL LEAK SUSPECTED: Based upon our daily pumping readings I believe that we have recently developed a small water leak somewhere in the system, likely about 2 to 3 thousand gallons per day. We are working to isolate and locate the leak. Additionally, now that the weather has improved, we will be focusing on increased leak locating at numerous locations.

LEAD-COPPER RULE REVISION: Last year I discussed and wrote about the new upcoming EPA LCRR laws and their impact on Poestenkill. Well, they are here and will be greatly increasing our workload through 2025. Their impact and new requirements are expected to be greater than the PFOA/PFAS issue throughout New York State. Rochester is leading the NYS effort. We are involved and are meeting all our commitments but our work (mostly administrative, research and paperwork) is very time-consuming. As stated in the past, my concern is that the EPA will change the law so that our responsibility will extend into the residents' home. The EPA has recently reiterated this approach and notified us of significant new testing required during 2023, 2024, and 2025. The only good news about this, for the Town, is that they will be paying for the increased testing costs (considerable)—not us.

MONTHLY 811 OPERATIONS REPORT:

From an overall viewpoint everything continues to go quite well in the 811 operation. Now that the weather is better the tickets are picking up. During this period, we received a total of (14) 811 tickets. All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion. Additionally, we receive daily audits (7 days/week), and each has been excellent, with no late or unanswered responses on our part. Additionally, I have completed the 811 Annual Safety Training requirements. Beginning next month, I expect this workload to double or triple due to better weather.

THIS MONTH'S WISDOM: "BLIND TRUST" - A wise person once said, "Trust everybody---but lock your doors"!

VIII.f

TOWN OF POESTENKILL

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



Office of the
Building Inspector
Code Enforcement Officer
MS-4 Officer

MEMORANDUM

To: Town Supervisor – Keith Hammond

Town Board Members- June Butler, David Hass, Harold Vanslyke

Eric Wohlleber (deputy Town Supervisor)

Town attorney – A. Gilchrist

From: Tracy Church Code Enforcement/ Building Inspector

Date: April 7, 2022

RE: March/April

OVERVIEW:

The Building Department/Code Enforcement/MS-4 offices continue to assist residents, builders, and other municipalities. Building permit request's have increased as warmer weather allows for the Rensselaer County Health Department to resume septic system design and permits to construct. Code enforcement continues to assist in resolving ongoing issues involving a residence on Tymeson road, the principal cause for violations has been referred to the Rensselaer County Sheriffs due to the civil implications. We have been receiving numerous calls of concern regarding an upcoming event scheduled for April 9, 2022 at a farm located on High Meadow Road, this event caused Lynn Road as well as Holser Road and a portion of Oakhill Road to be impassable last year at this time, The New York State Police have informed our office that they have been in contact with the owners and that the owners would be responsible for maintaining that the traffic is controlled to allow for other residents and emergency traffic to access the road as needed. The event and other events like this are welcomed and much needed as long as they do not have adverse effects on the normal routines of other residents. The MS-4 Office is currently enforcing our MS-4 responsibilities in issuing a Stop Work Order at a location located on Snake Hill Road, the office had received numerous complaints regarding serious environmental violations resulting in several storm water pollution conditions, an adjacent 200-acre parcel where the initial complaints originated, is being affected. The Department of Environmental Conservation has been assisting with enforcing the requirements for a (SWPPP) Storm Water Pollution Prevention Plan. The offenders are being held accountable and all motorized equipment use is prohibited until such measures are in place, our town engineer has

been informed and will assist in evaluating the proposed SWPPP as soon as the landowners engineering firm completes it.

The Building/Code Enforcement / MS-4 Offices will continue to represent The Town of Poestenkill in a polite, efficient, and professional manner.

Respectfully submitted

Tracy D. Church

Tracy Church

Building Inspector/ Code Enforcement Official

Report for animal control.
Dog calls - 11
Doa cat -1
Chickens - 2
Animal cruelty - 1
Bob Guyer
Dog Control Officer

1. We started off the month period with more snow, crew spent most of that day plowing their plow beats.
2. We have numerous days on the upper end of fifty-six road cutting back the road. It has gotten overgrown in recent years and needed some tree cutting. Looks very nice and helps get the sunlight on the road surface.
3. Have gotten the pull broom sweeper serviced and ready for the upcoming sweeping season.
4. Received the new front plow after a long delay in the shipping times. Got it all set up and on the plow truck, Works well.
5. Since we continued to plow snow throughout the month, we also have had to change cutting edges, work on equipment, and maintain the fleet to stay ready for upcoming storms.
6. Took advantage of the warmer days and serviced the screening plants, so that they are ready to go for the spring. I am going to reach out to some companies that perform core drilling for material sampling. Before we spend thousands of dollars on surveying the next section of gravel bank, I

Town of Poestenkill

Office of the Highway Superintendent

P.O. Box 210

Poestenkill, NY 12140

(518)283-4144

To:

Town Supervisor- Keith Hammond

From:

Town Board Members- Butler, Wohlleber, Hass, Van Slyke

Highway Superintendent- David (DJ) Goyer

Date:

March 3rd, 2022 – April 6th, 2022

RE:

Highway Activities

think it would be wise to sample the area and verify the gravel vein

continues throughout the parcel and doesn't change to an unusable type of material. Will continue to keep board updated on this.

7. Had the hotbox out with a load of cold patch in it. Had a list of potholes throughout town that we filled to buy us time until the blacktop plants

open.

8. The parts for the mowing tractor had finally come in at capital tractor. The new boom mount was installed and fits perfect to the tractor. It was

unfortunate that we had to spend the money for a new mount, however it was to the point that it wasn't fixable anymore and we risked a total break on it and would lose boom from machine. Just waiting on the new fall mounting bracket and the tractor will be ready to go.

9. We have started picking up leaf bags for the year. Have already picked up quite a bit since the weather is warming and residents are doing some

spring cleaning at their homes.

10. We had the gradall out on Weatherwax Road recently to ditch a section near abbey rd. The ditch had become filled with debris and pipes couldn't

discharge any water because of it. Looks good now.

11. We have had the new Elgin sweeper out as well as the pull broom getting the town roads swept and cleaned off. The new sweeper has been running excellent and does a great job cleaning the road surface. Performs a lot better than our old ones while keeping the operator out of the dust and grime. So far it appears to be a great purchase by the town and a worthy addition to our fleet! I have been training Vito in the Elgin sweeper and he has been doing very well in it. Took to it well and likes running it.

12. Had our yearly MSHA training class at the firehouse recently. Class was very informational, and we had a great turnout from the other towns in the county. MSHA has made some changes to their citation procedures compared to years past. They have been expanding on what they will

issuing citations for. We have already made some corrections to stay ahead of those and will continue to do so.

13. Crew has started stripping snow and ice equipment from a couple of our trucks. Warmer weather is slowly creeping in, and we are all ready for it!

14. On the agenda this month is the purchase approval for a sewer jetter

trailer. This unit is for us to be able to flush culverts that are plugged with

various types of debris and not working properly. For the past 30 plus years we have borrowed Rensselaer County highways jetter trailer, but last fall it had broken multiple times on them to the point where they are now actively trying to replace it. Their unit is from the 70's and for us to be able to borrow it all these years saved us from having to own one. It would be a great piece of equipment for us to have here in town though as we have hundreds of cross culverts and even more driveway culverts to maintain. My list is already growing this year for pipes we need to flush this spring. I see no reason that this unit wouldn't last us 20 plus years if not more. I submitted multiple quotes and this unit is on sourcewell state bidding as well. This unit is why we budgeted what we did in the machinery line of the highway budget.