



Town of Poestenkill  
Town Board Meeting  
7pm- Town Hall  
March 10<sup>th</sup>, 2022

Livestream Link <https://youtu.be/HK0tHH06UsQ>

**Voting Members**

Keith Hammond, Town Supervisor  
Eric Wohlleber, Deputy Supervisor  
June Butler, Councilwoman  
David Hass, Councilman  
Harold Van Slyke, Councilman

**Non-Voting Members**

Susan Horton, Town Clerk  
Andy Gilchrist, Town Attorney

**Pledge of Allegiance**

**Audit Committee- Report of the Committee**

I. **Public Comment Period**

The public is invited to make brief comments and/or request information regarding matters of concern to the Town and its residents. Speakers should clearly identify themselves and at their option provide their home address. Comments should be directed to the Board and cross discussion with other members of the audience is only permitted at the recognition of the Board. A request can be made to speak on an item that is on the agenda when the item comes up for discussion/ consideration by the Board. Your cooperation and courtesy is most appreciated.

II. **Town Clerk Minutes**

- a. February 10<sup>th</sup>
- b. February 16<sup>th</sup>

III. **Presentations**

None

IV. **Correspondence**

None

V. **Liasion Reports**

- a. Planning Board
- b. Zoning Board
- c. Fire Company
- d. Library
- e. Youth Advisory Board
- f. CAC

- VI. Discussion Items
  - a. Petition for Drainage District for Cooper Hill Subdivision
  
- VII. Action Items
  - a. Lochvue Agreement
  - b. Fire Contract
  - c. Hitchcock Agreement (pending)
  - d. Undertaking NYS DOT Resolution
  - e. Appoint Tom Russell as Chairman of Planning Board
  - f. Approval of cost for mailing of notices for public meeting
  
- VIII. Reports
  - a. Supervisor's Report
  - b. Town Attorney's Report
  - c. Town Clerk's Report
  - d. Assessor's Report
  - e. Water Manager
  - f. Building Inspector's Report
  - g. Dog Control
  - h. Highway Report
  
- IX. Budget Transfers
  - None
  
- X. Payment of Bills
  
- XI. Executive Session
  
- XII. Adjournment

TOWN BOARD MINUTES  
TOWN OF POESTENKILL  
TOWN BOARD MEETING  
February 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, Attorney

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

Supervisor Hammond opened the meeting with the Pledge of Allegiance and the floor was opened for public comment at 7:00 p.m. T. Anastasia, town resident stated that he wanted to reserve time to discuss items pertaining to the water district. Councilman Hass stated that we were experimenting with YouTube live tonight. He said all the other services do not have good audio and this seems to be the simplest and it is free. There will be a link posted on the Town's website for all who would like to view the meetings. He also stated that he has contacted M & T Bank regarding the Treasuries to restart the program we did a few years ago to earn money for the town and will report back to the board with his findings.

G. Pattenaude, town resident and member of (CCCDW) stated that he had sent a letter to the DEC and had received a response which the CCCDW was presently evaluating. He felt that the Town should work with the RCDOH and that the surrounding homes should be tested and that the residents should be notified by DSI. Councilman Wohlleber said that he believed that R. Brunet, Water Manager was going to send a letter to the DEC requesting that homes within a one-mile radius of DSI be tested and asked what has been done by the County regarding testing wells near the DSI location. Bob said that he did not commit to sending out a letter to the DEC and the DOH. Supervisor Hammond stated that if Councilman Wohlleber wrote a letter, he would sign it and send it to the RCDOH. L. Basle, Fire Co. member/town resident asked Supervisor Hammond about the firm that was hired for the water district, LaBarge Brothers, Inc. He wanted to know if the Town received a report from them yet. Supervisor Hammond stated he would talk about that during his supervisor's report later in the meeting. S. Kalafut, ZBA member wanted to thank the Highway Department for doing such an excellent job keeping the roads clear during the last several storms. Also, she wanted to correct an error in the January 13<sup>th</sup> minutes where it stated under Zoning Board that a public hearing will take place for the parcel on Plank Rd., it should read that the public hearing was already held regarding this parcel. When everyone was given the opportunity to speak, the public comment period of this meeting was closed at 7:35 p.m.

Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's minutes of the January 13, 2022, as written. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of January 26, 2022, as written.

**Liaison Reports:**

**Planning Board** – Harvey Teal and Tom Russell commented on the status of the Cooper Hill Road application. The Public Hearing is being scheduled and they stated that the Developer's Engineer had updated the plats to include "right of way" easements required to accommodate two DOT specified 25' easements for drainage from Rt. 355 to the rear of the property. Town Board members had copies of the Planning Board's meeting of January 4, 2022, in their packets.

**Zoning Board** – S. Kalafut reported that there was no meeting on February 8, 2022, due to lack of agenda items. Town Board members had copies of the January 11, 2022, meeting in their packets.

**Fire Company** – Town Board members had copies of the Fire Co. January 2022 report. L. Basle stated that the Fire Company was still without a contract for the 2022-2023 year.

**Library** – Susan Pattenauade reported on the many upcoming events at the library which include, chocolate frenzy, children's programing, outdoor yoga. Susan also informed the Board that the library is following the same system as Upper Hudson Library System where books are renewed two times upon their due date. On a sad note, Donna Riley, the library's Director's mother, Donna Honsigner passed away.

**Youth Advisory Board** – Supervisor Hammond gave an update on the bus situation for summer camp. Camp registration will open soon, and Town Board members had copies of the Youth Director's report.

CAC – no meeting

**Discussion Items:**

**Community Forest Conservation Program** – Jeff Briggs, Planning Board member elaborated on this program. Town Board members had copies of the Program Overview in their packets. J. Briggs stated that this program would be something that the town should look into for future projects as it is too late to start the application process now.

Supervisor Hammond discussed the need to open bank accounts for covid rescue funds and water district savings. He said that the Town's Accountant had recommended it. He said that in the past there were numerous transfers between water district requirements and the General Town fund and that by establishing two separate accounts specifically for the water district's operating funds this would simplify town operations and show accountability. A. Gilchrist, Town Attorney, supported this approach. This will be voted on during the Action portion of tonight's meeting.

At this point, T. Anastasia (member of the Benefit Review Board) said that he wanted to continue discussions from the recent meeting which the Board had with Supervisor Hammond. He went on to question the entire Benefit Unit Charge, including many town budget items detailed in the 2022 Town Budget. He specifically questioned the separation of costs associated with the bonds for the infrastructure. He said that the Brunswick bonds of \$45,000 have been paid off for two years, and yet the Town was still charging them in the budget. He said he wanted to know where that money went. He said that he understood that a certain amount of money was required for repairs in the system. After a strong discussion, Supervisor Hammond said that it was obvious that the Town and Tim Anastasia had different opinions which would not be reconciled here, and he closed the subject.

In an unrelated item, it was requested by the Fire Company that all future contracts specify that hydrants be equipped with stortz connectors. L. Basil said that if the hydrants were ordered with stortz connectors that the costs would be minimal, if any at all.

**Action Items:**

Retirement – Standard Workday for Elected and Appointed Officials - Motion by Councilman Wohlleber, seconded by Councilman Hass and carried to adopt the Standard Workday and reporting resolution for Elected and Appointed Officials for 2022.

Copier at Town Hall – Councilwoman Butler gave a brief update on the proposed copiers the town was looking into purchasing due to the fact that the current copiers are no longer serviceable. Motion by Councilwoman Butler, seconded by Councilman Hass and carried to purchase a Sharp MX-3051/color copier and Sharp mx-c357 desk top copier.

Lease: 60 months for both machines at a cost of \$121.00 month.

Postage Meter – Motion by Supervisor Hammond, seconded by Councilman Wohlleber to purchase a pitney bowes – SendPRO C Semi-Automatic Mailing System – with 5lb scale- USPS Processing Manual Feed-& Sealing Feature for \$1,268.10.

**RESOLUTION #3-2022 – RESOLUTION REMOVING RESTRICTIONS ON SUCCESSION OF OFFICE FOR MEMBERS AND CHAIRS OF THE POESTENKILL PLANNING BOARD AND POESTENKILL ZONING BOARD OF APPEALS.** This resolution shall be effective immediately and shall apply to remove any previously applicable restrictions on terms of members or chairs of the Poestenkill Planning Board and Poestenkill Zoning Board of Appeals on both current and prospective members and chairs of such Board.

MOVED BY: Councilman Hass  
 SECONDED BY: Councilman Wohlleber  
 VOTED UPON AS FOLLOWS:  
 Councilwoman Butler: YES  
 Councilman Hass: YES  
 Councilman Van Slyke: NO  
 Councilman Wohlleber: YES  
 Supervisor Hammond: NO

Opening of Bank Accounts for Covid Rescue Funds and Water District Savings – Supervisor Hammond reported that our new accountant suggested we open two accounts for normal operating funds. Motion by Councilman Hass, seconded by Councilwoman Butler and carried to authorize Supervisor Hammond to open two separate accounts, one for Covid Rescue funds and one for the Water district.

Hire Melissa Elacqua to complete 2021 audit – Motion by Councilman Hass, seconded by Councilwoman Butler and carried to hire Melissa Elacqua, to complete the 2021 town hall audit.

Agreement of Hitchcock Settlement – this will be discussed in Executive Session

Water Rate Increase to \$5.25 – R. Brunet, Water Manger, said that he was proposing to increase the water rate charge from \$5.00 per thousand gallons to \$5.25. He cited the Troy increase (effective 1/1/2022) of \$.20 per thousand gallons and the Brunswick increase of \$.05, totaling an increased cost of water to Poestenkill of \$.25 per thousand gallons. He said that the average resident's monthly water bill is presently approximately \$15.00 and that this new water rate

would increase the monthly water bill approximately \$.75 to a total of \$15.75. He said that Poestenkill's water billing still would be one of the lowest in NYS and that we were not "making anything" on this increase, just covering our increased water costs. He also confirmed that he had reviewed our water agreements with both Troy and Brunswick and that their increases are proper. Motion by Supervisor Hammond, seconded by Councilman Van Slyke and carried to increase the water rate charge from \$5.00 per thousand gallons to \$5.25 per thousand gallons.

**Reports:**

**Supervisor's Report-** Supervisor Hammond updated the residents and board members on the possible creation of water district. He also spoke about Summer Camp and the use of the Sand Lake Beach for the summer. Supervisor Hammond said that he and June Butler had attended the Sand Lake town meeting regarding water sources. He said that they had a productive meeting with the LaBarge Group giving the presentation. He said that there were significant financial benefits of working together with Sand Lake (approximately \$4 Million in additional funding) and that the plans and other technical financial information needed to be submitted by July 2022 for Grant Applications. Supervisor Hammond wanted to let it be known that there are a limited number of covid test kits available for town residents.

**Town Attorney's Report –** A. Gilchrist, Town Attorney reported that he has been working on the proposed revisions for the Fire Protection Agreement, Resolution for tonight's meeting regarding Planning and Zoning Chairman, water law, etc.

**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 January 2022. The total amount received in the Clerk's office was \$18,193.99 and of that amount \$17,194.32 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. There were also reports from the Assessor, DCO, 811 report, Water report and the Highway Dept. DJ Goyer, Highway Superintendent reported that Highway Crew employee, Vito passed his CDL test. Congratulations Vito!

**Water Manager's Report:**

R. Brunet reported on the water operations and the 811 operations. He said that all of the work functions were performed properly, and all objectives under our control were either met or exceeded, with emphasis on providing safe water, quality test reports, and on continuing to reduce lost water expenses.

**Payment of Bills:**

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #3-2022 in the amount of \$99,656.36. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #4-2022 in the amount of \$66,781.57.

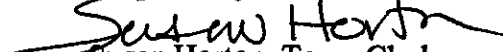
Motion by Supervisor Hammond, seconded by Councilman Wohlleber and carried to enter into Executive Session at 9:30 p.m. to discuss a legal issue and to discuss the Fire Protection Agreement with no votes taken. Motion by Councilman Hass and seconded by Councilwoman Butler to exit Executive Session at 10 p.m.

The meeting resumed with a discussion about the Fire Protection Agreement. Some Board members wanted documentation on all calls the Fire Company responds to and those they do not respond to. The Fire Company does not agree with this stating they are volunteers and can not make every call and it is not their responsibility to maintain logs of this kind.

Motion by Supervisor Hammond, seconded by Councilman Hass and an oral vote of 2 ayes and 3 nays to accept the Fire Protection Agreement for 2022-2023.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to adjourn this meeting at 10:05 p.m.

Respectfully submitted,

  
Susan Horton, Town Clerk

TOWN BOARD MINUTES  
TOWN OF POESTENKILL  
Executive Session Meeting  
February 16, 2022  
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

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

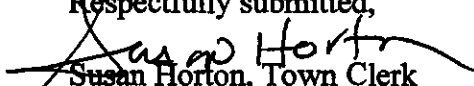
NON-VOTING MEMBERS

Susan Horton, Town Clerk  
Andrew Gilchrist, Attorney

Supervisor Hammond opened the meeting with the Pledge of Allegiance. The purpose of tonight's meeting was to discuss pending litigation.

Motion by Councilman Hass, seconded by Councilwoman Butler and an oral vote of 4 ayes to enter into Executive Session at 6:40 p.m. to discuss a pending litigation with no votes being taken in the Session. Motion by Councilman Hass, seconded by Councilman Van Slyke and an oral vote of 4 ayes to exit from Executive Session at 7:10 p.m. and immediately adjourn.

Respectfully submitted,



Susan Horton, Town Clerk



IV.a



March 1, 2022

Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

We value our customers and are committed to providing them with the latest products and technology. Programming fees charged by TV networks we carry are the greatest single factor in higher cable prices, and they continue to rise. Despite our best efforts, programming fees and other rising costs have impacted our pricing, resulting in changes to the rates we charge our customers.

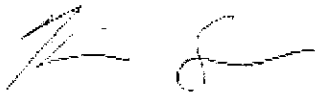
Customers are being noticed via bill message regarding the following pricing changes that take effect on or after April 1, 2022. Note that these increases will not affect current customers' promotional rates until the end of the promotional period.

<b>Services/Products/Equipment</b>	<b>Change</b>
Broadcast TV Surcharge	Will increase by \$3.01/month.
Spectrum TV Select	Will increase by \$3.00/month.
Spectrum TV Silver	Will increase by \$8.00/month.
Spectrum TV Gold	Will increase by \$8.00/month.
Spectrum TV Latino Tier	Will increase by \$2.01/month.
Spectrum Mi Plan Latino	Will increase by \$5.00/month.
Spectrum TV Choice	Will increase by \$5.00/month.
Spectrum Lifestyle Plan	Will increase by \$5.00/month.
Spectrum TV Bundle Discount	Discount will decrease by \$6.00/month.
Spectrum Digital Receivers	Each will increase by \$1.00/month.
Spectrum Digital Terminal Adapters	Will increase by \$1.00/month.
Cable Cards	Will increase by \$0.95/month.

Unreturned Spectrum Digital Receivers	Will decrease by \$6.00.
Unreturned Spectrum EPON Optical Network Unit (Ethernet Passive Optical Network)	Will decrease by \$165.00.

We remain committed to providing excellent communications and entertainment services in your community. 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](mailto:Kevin.Egan@charter.com).

Sincerely,



Kevin Egan  
Director, Government Affairs  
Charter Communications



Kevin Egan  
Director of Government Affairs

February 28, 2022

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around March 28, 2022, Spectrum Northeast, LLC (Spectrum), will launch Story TV Satellite Feed on EB (HD)/SPP EB HD/Tier HD Standard TV on channels 156 and 489 on the channel lineup serving your community.

Spectrum Northeast, LLC, ("Spectrum"), is making its customers aware that Fox Life will discontinue service on or around March 31, 2022. Spectrum will remove Fox Life on channels 241 and 891 on the channel lineup serving your community.

For a complete channel lineup, visit [www.spectrum.com/channels](http://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](mailto: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

V.a



**TOWN OF POESTENKILL**

38 Davis Drive / P.O. Box 210  
Poestenkill, NY 12150  
(518) 283 5100 (phone)  
(518) 283 7550 (fax)

**PLANNING BOARD**

PLANNING BOARD  
February 1, 2022 @ 7:00 pm  
@ Poestenkill Fire House

**Attendees:**

Donald Heckelman, Chairman  
Tom Russell  
Harvey Teal  
Jeff Briggs  
Steve Valente  
Vicky Spring  
Laura Burzesi  
William Daniel (absentee)

**Non-Voting:**

Robert Ryan, Esq

Chairman Heckelman called the meeting to order at 7:00 pm with the Pledge of Allegiance and introduced the Members of the board.

**Applicants:**

Mr. Costa 8 Lot Major Subdivision  
Cooper Hill Subdivision

**OLD BUSINESS:**

Since the last meeting Mr. Costa has been working with Mr. Howard with the RCDOH. Mr. Howard has signed off on the septic system. However, Mr. Howard has not given a DOH approval on the storm water system until the Poestenkill Planning Board approves it.

Mr. Costa explained each driveway is sloped so the water can flow into a storm drain with stone and be captured and put back into the ground this will be managed at each lot.. Homeowners will be responsible for their own storm drain. There is no water runoff problem on 355. The water will go into a swale and dissipate.

Mr. Buckner sent Mr. Costa a letter stating he was satisfied w the revisions on the permanent easement. DOT will be responsible for maintaining the culverts on the easement. Highway work permit will be required for each culvert.

Public hearing was set for the next meeting on March 1 subject of approval of the SWPPP. A Motion was made by Member Burzesi and seconded by Member Briggs with a vote of (6) ayes and (0) nays and (1) abstained (Member Russell).

**Minutes:** Meeting minutes were reviewed of January 4, 2022 motion made by Member Teal and seconded by Member Russell with a vote of (7) ayes and (0) nays

**Comprehensive Plan:**

Updating of the comprehensive plan was discussed. Discussion was talked about to send survey out to residents with options to getting it to residents.

A motion to adjourn the meeting at 8:30 pm was made by Member Teal, and was seconded by Member Briggs and was approved with a vote of (7) ayes and (0) nays.

Respectfully submitted,

Stephanie H. Volkmann  
Planning Board Clerk



**Planning Board**

## **TOWN OF POESTENKILL**

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

### **PLANNING BOARD AGENDA**

**March 1, 2022 7:00 pm**

## **MEETING WILL BE HELD AT THE FIRE HOUSE**

**7:00 Meeting Opens – Pledge of Allegiance**

### **Public Hearing:**

Conditional final approval for subdivision on 614 Cooper Hill Rd

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### **Applicant:**

Mr. Costa                      Cooper Hill Subdivision

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**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 February 22, 2022.**

**Minutes of the February 1, 2022 Meeting:**

**Public Comments:**

**Old Business:**

**New Business: Vote on Chairman**

**Organization:**

**Comprehensive Plan**

### **Other:**

**Tom Russell**

**to attend March Meetings**

**Jeff Briggs**

**to attend April Meetings**

**Bill Daniels**

**to attend May Meetings**

V.b



## TOWN OF POESTENKILL

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

### ZONING BOARD

### Zoning Board Agenda March 8, 2022, 7pm (Meeting Cancelled)

7:00 Meeting Opens – Pledge of Allegiance

#### Applicant:

Members of the public may attend and comment in the proposed action. Comments may also be submitted to the Planning Board in writing prior to February 8, 2022.

#### **Minutes of the Meeting:**

#### **Public Comments:**

#### **New Business:**

#### **Organization: Comprehensive Plan**

#### Other:

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1:50 PM  
03/02/22  
Accrual Basis

**Poestenkill Fire Company**  
**Custom Summary Report**  
February 2022

V.C

	<u>Feb 22</u>
Ordinary Income/Expense	
Expense	
Awards	2,006.44
Building Fuel (heating)	
Main Station (Propane)	4,156.17
Total Building Fuel (heating)	4,156.17
Building Maintenance	
Cleaning Supplies	236.85
Main Station	1,798.73
Refuse	78.20
Total Building Maintenance	2,113.78
Donation	99.00
Dues	150.00
Electric	
East Poestenkill	23.04
Main Station	21.02
Total Electric	44.06
Equipment	
New Equipment	270.12
Repair & Maintenance	124.70
Total Equipment	394.82
Fire Trucks	
Fuel	946.81
Repair & Maintenance	143.85
Total Fire Trucks	1,090.66
Installation Dinner	312.50
Internet & Phone	112.65
Medical Supplies	29.76
Memorial Service	187.50
Miscellaneous	1,224.11
Security Alarm	74.40
Solar	183.99
Telephone	
East Poestenkill	43.17
Main Station	57.18
Total Telephone	100.35
Total Expense	12,280.19
Net Ordinary Income	-12,280.19
Net Income	-12,280.19



# Library

V.d

Community Outreach Survey Results  
February 2022

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## **Summary**

According to the results of the Poestenkill Library's recent community outreach survey, most participants (88%) think the rural character and landscape of the town make it special, followed by its sense of community (68%), and its school district (60%). The area of greatest concern was "services and resources" (67%). The respondents noted that what they value most about the library are location (88%), staff (78%), and events, such as Market Day and jigsaw puzzles sales (79%). The number of people who visit the library monthly (52.1%) was close to the number stopping by weekly (41.7%). When asked what they would like the library to add to its offerings, respondents noted more or different hours (40%), additional programming (40%), and community use space (37.1%).

Members of the Board shared the survey questions in conversation with several community groups, including the Planning Board, the Poestenkill Fire Company, the Youth Advisory Board, the Seniors, the PTAs of Poestenkill Elementary and Algonquin Middle School, and the Scouts and the 4-H. Feedback in those meetings was consistent with the survey's findings as people noted their appreciation for the rural nature of the town and their recognition of the variety of community events the Library makes possible.

Additional data is available on the Poestenkill Library website.

**Map, Plan & Report**  
**Town of Poestenkill**  
**DRAINAGE DISTRICT**  
**FOR**  
**Cooper Hill Subdivision**  
**614 Cooper Hill Road, NYS Route 355**  
**Town of Poestenkill, New York**

**February 2022**

**Applicant:** **VLG**  
P.O. Box 495  
East Schodack, NY 12063

**Prepared by:** **Advance Engineering & Surveying PLLC**  
11 Herbert Drive  
Latham, New York 12110  
518 698 3772



Unauthorized alteration or addition to this document is a violation of section 7209 Subdivision 2 of the New York State Education Law.

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MAP, PLAN & REPORT  
**DRAINAGE DISTRICT**  
COOPER HILL SUBDIVISION

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**Appendix A – Map & Description**

**MAP, PLAN & REPORT**  
**DRAINAGE DISTRICT**  
**COOPER HILL SUBDIVISION**

**1.0 Introduction and Authorization:**

The purpose of this Map, Plan & Report is to provide the basis upon which a petition will be presented to the Town Board requesting the creation of an Drainage District for the provision of municipal storm sewer service to the Cooper Hill Subdivision (Tax Map ID: 124.00-10-5) .

This Map, Plan & Report has been prepared in accordance with Article 12 of the NYS Town Law.

The subject parcel is located on the northerly side of Cooper Hill Road (NYS Route 355) in the Town of Poestenkill, encompassing approximately 8.826 acres, formerly being lands of Vanderheyden Hall, Inc. The parcel address is 614 Cooper Hill Road.

**Project Need**

Based on Chapter 111. Drainage Districts of the Town Code the proposed major subdivision qualifies for the establishment of a drainage district. The applicant, VLG, is petitioning the Town Board to establish the Drainage District that will encompass the entirety of the subject parcel which is approximately 8.826 acres.

The construction of the drainage improvements in the proposed Cooper Hill Subdivision Drainage District will be completed by the project developer and/or its agents. The individual drainage systems on each lot will be owned and maintained by the individual lot owners.

**2.0 Description of Area to be Included in the Extension:**

- **Topography**  
The topography varies from 3-8% sloping from Cooper Hill Road northerly across the site to the approximate middle of the parcel. From the approximate middle of the site the slope increases to 8-25%. Stormwater runoff sheet flows across the site in a northerly direction towards the rear of the parcel.
- **Land Use and Zoning**  
The area is generally developed with residential properties. The zoning in the project area is Residential (R).
- **Flood Zones and Protected Streams**  
The project parcel does not contain any flood zones or protected streams.

**3.0 Project Description of Drainage Systems:**

The proposed development consists of subdividing the 8.826 acre parcel into eight (8) lots with an area of approximately one-acre plus. On these lots eight (8) single family residences and driveways accessing Cooper Hill Road will be

MAP, PLAN & REPORT  
**DRAINAGE DISTRICT**  
COOPER HILL SUBDIVISION

constructed. Proposed development will include constructing a grass swale in Cooper Hill Road right of way with driveway culverts to intercept runoff from the road. In addition, two catch basins and one storm manhole with 24-inch diameter storm pipes will be installed close to the existing highway culverts, allowing offsite runoff to continue across the site as in the pre-development conditions. Roof runoff will be directed via roof down spouts and roof leaders to individual subsurface infiltration systems located in the front and rear yards of each lot. A crushed stone infiltration trench will be installed along the edge of the driveways to mitigate runoff from the driveways. The infiltration systems will store and infiltrate stormwater runoff from the residence roofs and driveways into the native sandy soils and provide an outlet for the basement sump pumps.

Appendix A contains the Map & Legal Description of the proposed Cooper Hill Subdivision Drainage District.

**4.0 Regulatory Approvals:**

The proposed project will require the following regulatory approvals in order to be constructed:

A. Town of Poestenkill Town Board

- Approval of the Cooper Hill Subdivision Drainage District establishment

**5.0 Costs:**

As noted in the Town Code, there will be an initial fee in the amount of \$3,000 that is due at the time that the petition is submitted to the Town of Poestenkill. In addition, a fee of \$1,000 per lot will be due and once paid it will be deposited in the new Drainage District's escrow account. This \$1,000 fee will be split into two payments as following: 50% or \$500 per lot will be due prior to the Town Board establishing the Drainage District and the remaining \$500 or 50% will be due at time of application for a Building Permit.

**6.0 Method of Operation**

Each drainage improvements at each lot will be owned and maintained by the individual property owner. The drainage improvements located within the NYSDOT Right-of-Way will be the responsibility of the NYSDOT. Two permanent easements are being conveyed to the NYSDOT for the outlet of the two culverts crossing Cooper Hill Road.

**7.0 Project Financing**

The proposed drainage improvements are to be constructed by the owner at their own cost and as such there is no public debt associated with this project.

MAP, PLAN & REPORT  
**DRAINAGE DISTRICT**  
COOPER HILL SUBDIVISION

**8.0 User Costs**

The property will be assessed various costs for inclusion in the Drainage District which include the prorated share of debt service and user fee. Operation and maintenance costs in the Drainage District are to be charged and collected in a manner consistent with the method used for operation and maintenance charges and collection of the Town of Poestenkill Drainage District, as determined by the Town Board. It is anticipated that such charges will include user fees and *ad valorem* assessments.

**Debt Service**

Currently there is no charge for Debt Service in the Town Drainage District. This figure can change annually depending upon the debt service the district may be responsible for, if any.

**Use Rate**

As with debt service, the use rate may fluctuates from year to year.

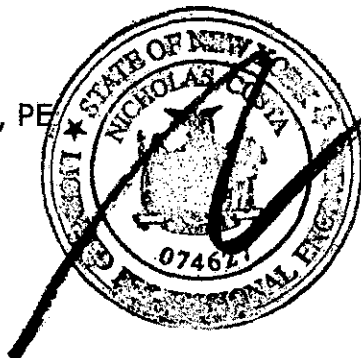
**9.0 Conclusion**

As presented in this Map, Plan & Report, the establishment of the Cooper Hill Subdivision Drainage District is necessary based on the proposed project being categorized as a major subdivision. The Cooper Hill Subdivision Drainage District will have an initial escrow account that will be supported by established fees presented in Chapter 111. Drainage Districts of the Town Code. These fees will be due and payable as noted in Chapter 111. All of the drainage improvements located in the eight(8) new lots will be the responsibility of each lot owner to construct and maintain.

Respectfully submitted:

Advance Engineering & Surveying PLLC

Nicholas Costa, PE



MAP, PLAN & REPORT  
**DRAINAGE DISTRICT**  
COOPER HILL SUBDIVISION

**APPENDIX A**

Legal Description and Map

**DESCRIPTION OF  
PROPOSED DRAINAGE DISTRICT  
VANDERHEYDEN MAJOR SUBDIVISION  
TOWN OF POESTENKILL  
RENSSELAER COUNTY, NEW YORK**

All that piece or parcel of land situate, lying and being located in the Towns of North Greenbush and Poestenkill, County of Rensselaer and State of New York, known as Parcel 'C' on a map titled "Minor Subdivision of Lands now or formerly of Vanderheyden Hall, Inc., Street No. 614 Cooper Hill Road (N.Y. 355), Towns of North Greenbush and Poestenkill, County of Rensselaer, State of New York", dated November 25, 2019, as prepared by Advance Engineering and Surveying PLLC and filed in the Rensselaer County Clerk's Office on June 17, 2020 as Instrument No. 2020043 and being more particularly bounded and described as follows:

Beginning at a point in the northerly highway boundary of Cooper Hill Road (N.Y.S. Route 355) at its intersection with the division line between lands now or formerly of The County of Rensselaer as described in Liber 1629 of deeds at page 228 on the west and lands now or formerly of Vanderheyden Hall, Inc. as described in Liber 1271 of deeds at page 721 on the east; thence from said point of beginning along said division line North 14°-32'-33" East, 500.44 feet to a point therein; thence along the northerly and easterly boundary line of Parcel 'C' as shown on the above referenced map the following eight (8) courses and distances:

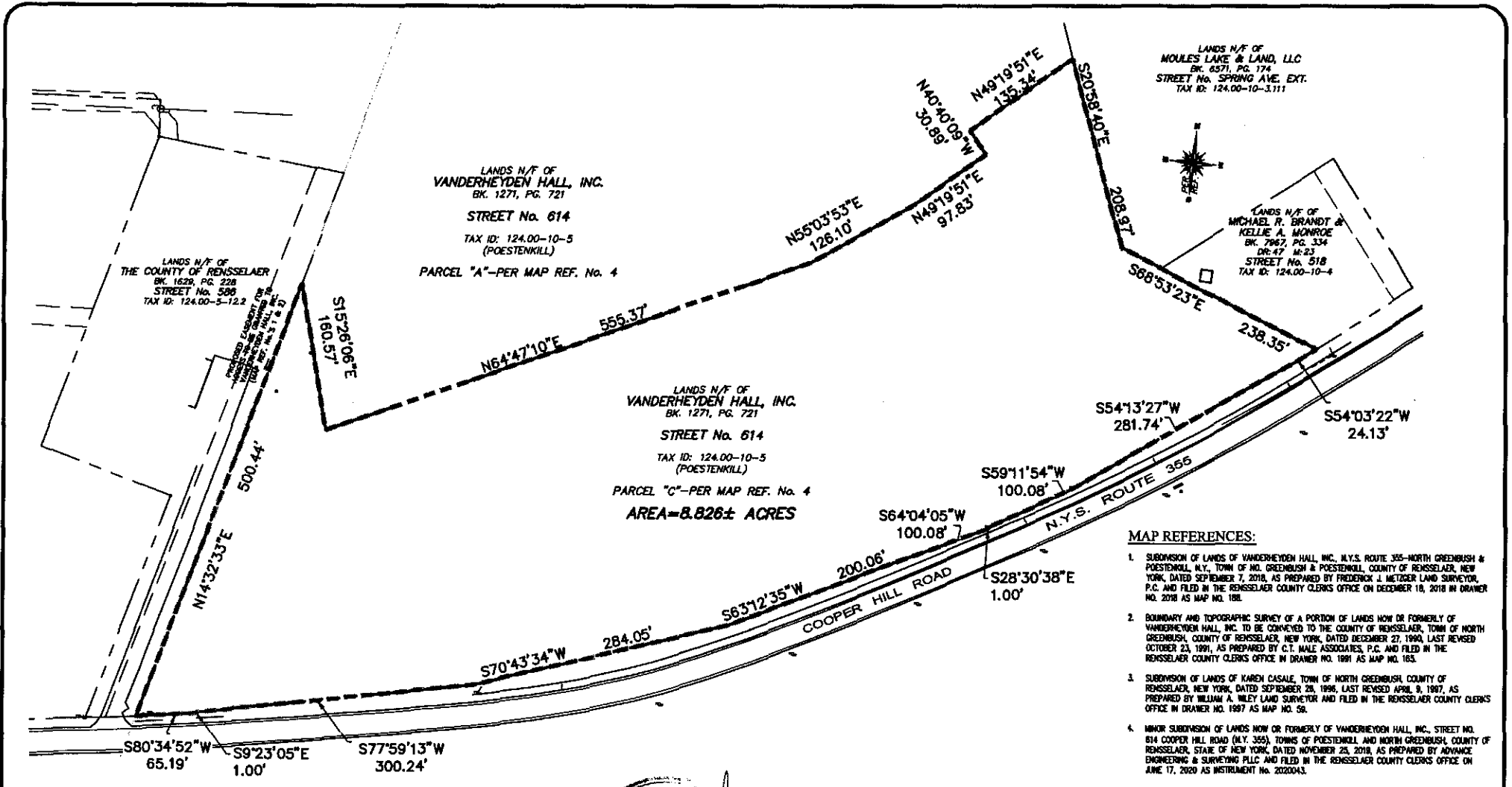
- 1) South 15°26'06" East, 160.57 feet to a point; thence
- 2) North 64°47'10" East, 555.37 feet to a point; thence
- 3) North 55°03'53" East, 126.10 feet to a point; thence
- 4) North 49°19'51" East, 97.83 feet to a point; thence
- 5) North 40°40'09" West, 30.89 feet to a point; thence
- 6) North 49°19'51" East, 135.34 feet to a point; thence
- 7) South 20°58'40" East, 208.97 feet to a point; thence
- 8) South 68°53'23" East, 238.35 feet to a point in the aforementioned northerly highway boundary of Cooper Hill Road; thence along said northerly highway boundary of Cooper Hill Road the following ten (10) courses and distances:

- 1) South 54°03'22" West, 24.13 feet to a point; thence
- 2) South 54°13'27" West, 281.74 feet to a point; thence
- 3) South 59°11'54" West, 100.08 feet to a point; thence
- 4) South 28°30'38" East, 1.00 feet to a point; thence
- 5) South 64°04'05" West, 100.08 feet to a point; thence
- 6) South 63°12'35" West, 200.06 feet to a point; thence
- 7) South 70°43'34" West, 284.05 feet to a point; thence
- 8) South 77°59'13" West, 300.24 feet to a point; thence
- 9) South 09°23'05" East, 1.00 feet to a point; thence
- 10) South 80°34'52" West, 65.19 feet to the point and place of beginning and containing an area of 8.826 acres of land, more or less.

Subject to all rights, easements, covenants and restrictions of record.

Subject to any state of facts an up to date Abstract of Title of the subject premises would disclose.





NO.	REVISION	DATE
1)		

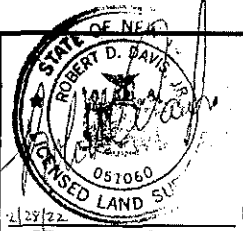
© COPYRIGHT 2022 ADVANCE ENGINEERING & SURVEYING, PLLC. ALL RIGHTS RESERVED. UNAUTHORIZED DUPLICATION IS A VIOLATION OF APPLICABLE LAWS.

It is a violation of the Education Law of the State of New York, for any person, unless he is acting under the direction of a Licensed Professional Engineer, to alter this document in any way.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 2204, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LARS SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED VALID TRUE COPIES.

2/28/22



Design of:  
**ADVANCE ENGINEERING & SURVEYING, PLLC**  
CONSULTING IN -  
CIVIL & ENVIRONMENTAL ENGINEERING  
LAND SURVEYING & DEVELOPMENT  
COMMERCIAL AND RESIDENTIAL  
11 HERBERT DRIVE, LATHAM, N.Y. 12110  
PHONE: (518) 573-9961 E-MAIL: Robert.Davis.Jr@outlook.com



**PROPOSED DRAINAGE DISTRICT**  
VANDERHEYDEN MAJOR SUBDIVISION

614 N.Y. 355 TOWN OF POESTENKILL  
COUNTY OF RENSSELAER NEW YORK

SCALE: 1" = 100'  
DATE: FEBRUARY 28, 2022  
SHEET 1 OF 1  
18204-SITE3

**AGREEMENT**

This Agreement, made on February 28, 2022, between the Town of Poestenkill, a municipal corporation of the State of New York with its principal office located at 38 Davis Drive, Poestenkill, New York, 12140 (the "Town") and Sharif Mohamad, an individual with a residence address of 2 Lochvue Drive, Poestenkill New York, 12140 (the "Builder").

**WHEREAS**, Builder seeks the issuance of a Certificate of Occupancy by the Town Building Department for a building which has been constructed on Lot 1 of the Lochvue Subdivision, also identified as 2 Lochvue Drive (hereinafter "Lot 1"); and

**WHEREAS**, Builder has failed to meet the requirements of permanent erosion control stabilization on Lot 1 in connection with the improvement thereof; and

**WHEREAS**, final stabilization is defined by the New York State Department of Environmental Conservation as meeting the following standard: all soil activities have ceased and a uniform, perennial vegetative cover with density of eighty percent (80%) over the entire pervious surface has been established; and

**WHEREAS**, permanent erosion control stabilization and removal of all erosion and sediment control practices from Lot 1 is required in connection with the issuance of such Certificate of Occupancy; and

**WHEREAS**, the cost to complete all such site stabilization requirements is estimated to be four thousand dollars (\$4,000.00); and

**WHEREAS**, the Town and Builder seek to enter into this Agreement for the purpose of obligating Builder to complete all required permanent erosion control stabilization on Lot 1 on or before May 1, 2022, and to further secure such Builder obligation by requiring Builder to deposit with the Town the amount of four thousand dollars (\$4,000.00) to be held, used, or released by the Town subject to the terms and conditions hereof;

**NOW, THEREFORE**, in consideration of the covenants expressed herein, and in order to set forth in writing the terms of their agreement, the parties do mutually covenant and agree as follows:

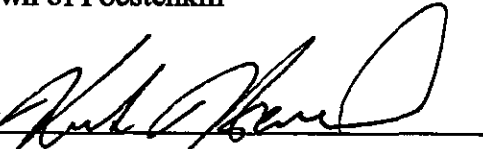
1. Builder shall complete all permanent erosion control stabilization requirements on Lot 1 in compliance with all regulations and/or requirements of the New York State Department of Environmental Conservation and Town of Poestenkill for erosion control and stormwater management, with all such stabilization requirements to be completed on or before May 1, 2022.
2. Builder shall simultaneously with the execution of this Agreement pay to the Town the amount of four thousand dollars (\$4,000.00). The Town shall deposit such amount in a non-

interest bearing account to be held in Escrow (the "Escrow"), subject to use by the Town, or release to Builder, pursuant to the terms and conditions hereof.


3. In the event Builder fails to complete all such permanent erosion control stabilization items as required pursuant to Section 1 hereof, or such permanent erosion control stabilization items have been completed in a defective manner, the Town shall be entitled to draw down on the Escrow and utilize such funds to complete the required permanent erosion stabilization items on Lot 1. Builder hereby grants to the Town, its employees, agents, and contractors, the absolute right to enter onto Lot 1 for the completion of all such work. Builder shall place all purchasers of Lot 1 on written notice of the existence of this Agreement and the terms and conditions hereof, including the right of entry by the Town onto Lot 1 as provided herein. Builder shall file with the Town Building Department a copy of all such required written notification to any such purchasers of Lot 1.
4. In the event Builder completes all such permanent erosion control stabilization items as required pursuant to Section 1 hereof, and all such permanent erosion control stabilization items have been inspected and approved by the Town Building Department and Town Consulting Engineer, then the Town shall release and return such Escrow funds to Builder, subject to Builder execution of written receipt thereof.
5. Builder agrees to perform and complete all such permanent erosion control stabilization items in a good and workmanlike manner, in accordance with the rules, regulations, standards, and specifications of the New York State Department of Environmental Conservation and Town of Poestenkill. Builder further agrees to promptly make payment to all persons supplying labor and/or material in the performance of all work required hereunder.
6. This Agreement is limited to the matters addressed herein. All remaining requirements of the New York State Department of Environmental Conservation and Town of Poestenkill with respect to stormwater compliance, including but not limited to requirements for a Notice of Termination ("NOT"), remain in full force and effect.
7. Any amendments to this Agreement shall be in writing and signed by the parties hereto.

**In Witness Whereof**, the undersigned have set their hands and seals this 28<sup>th</sup> day of February, 2022.

Town of Poestenkill

By   
Keith Hammond, Supervisor

Builder



**TOWN OF POESTENKILL 2022-2023  
FIRE PROTECTION SERVICES AGREEMENT**

**THIS AGREEMENT**, effective as of the 1st day of January, 2022, between the **TOWN BOARD OF THE TOWN OF POESTENKILL**, such town being a municipal corporation and geographic and political subdivision of the State of New York, located in the County of Rensselaer and State of New York, hereinafter designated as "the Town" or the party of the first part; and the **POESTENKILL FIRE COMPANY, INC.**, an incorporated fire company duly organized and existing under and by virtue of the laws of the State of New York, and having headquarters located at the fire house in the Town of Poestenkill, County of Rensselaer, State of New York, hereinafter designated as "the Fire Company" or the party of the second part.

*WITNESSETH:*

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

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

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

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

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

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

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

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

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

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

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

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

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

The use of the Fire Company's premises and facilities for the aforescribed storage of voting machines, election purposes shall require no additional notice from the Town but only the coordination of dates. The operation and conduct of the Youth Commission Summer Camp Program shall require mutual agreement and notice not later than June 1 of the applicable year. All other proposed uses, including the conduct of Town meetings, hearings and other public gatherings, shall require that notice of such proposed use be given by the Town to the Fire Company at least two weeks in advance thereof. Provided such notice is given and the facilities are available and not otherwise committed, consent by the Fire Company to any such requested use shall not be unreasonably withheld.

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

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

5. (a) In consideration of furnishing the aforescribed aid and service and for the use of its apparatus as aforesaid for the calendar year 2022, the party of the first part shall pay to the party of the second part the sum of \$338,352.00 ( Three Hundred Thirty Eight Thousand Three Hundred Fifty Two Dollars) as follows:

By payment of the sum of \$219,928.00 (Two hundred nineteen thousand nine hundred twenty eight dollars), on or before the 15th day of February, 2022;

And on or before the 15th day of June, 2022, the balance due under this contract for the year 2022, to wit: the sum of \$118,423.00 (One hundred eighteen thousand four hundred twenty three dollars).

(b) In consideration of furnishing the aforescribed aid and service and for the use of its apparatus as aforesaid for the calendar year 2023, the party of the first part shall pay to the party of the second part the sum of \$343,427.00 (Three Hundred Forty Three Thousand Four Hundred Twenty Seven Dollars as follows:

By payment of the sum of \$223,228 (Two Hundred Twenty Three Thousand Two Hundred Twenty Eight Dollars), on or before the 15th day of February, 2023;

And on or before the 15th day of June, 2023, the balance due under this contract for the year 2023, to wit: the sum of \$120,199 (One Hundred Twenty Thousand One Hundred Ninety Nine Dollars).

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

(c) As additional consideration for the furnishing of the aforesaid aid and service and for the use of its apparatus as aforesaid for the calendar years 2023, the party of the first part shall within amounts and resources provided within the 2022 and 2023 Town Budget provide for the health and safety of the Poestenkill Volunteer Fireman by providing a grant not to exceed \$35,000.00 for repairs to the bay floors and entrance to the Main Firehouse upon the presentation to the Town of an official estimate and signed contract for such work. No payment shall be made prior to February 15, 2023 and such installation must be completed by December 31, 2023. Should problems in implementing this section arise the parties agree to meet and discuss a mutually acceptable adjustment to this provision.

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

7. It is further agreed that an employee of the Town will provide cleaning services for the Main Firehouse for 30 hours per month at a monthly rate of \$396.00. Such monthly amount for cleaning services shall be subject to amendment for 2023 based upon any change to the minimum wage rate established by New York State for 2023 as applied to total monthly hours for such cleaning services. The cost for such cleaning services shall be reimbursed to the Town by the Fire Company from the amount otherwise payable under this Agreement. Specifically, said reimbursement shall be affected by deducting from each year's second installment payment the actual gross costs of such services to date plus a pro-rated amount for estimated costs to be incurred to the end of that year. A reconciliation of the actual costs incurred to the end of the year shall thereafter occur and any necessary payment adjustment would be made accordingly. It is further acknowledged and agreed that the provisions, responsibilities and obligations set forth in this paragraph may at any time and in the sole discretion of the Fire Company be terminated by the Fire Company for any cause or for no cause whatsoever upon ten (10) days' written notice to the Town of the Fire Company's intent to do so.

8. Insurance requirements.

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

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

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

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

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

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

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

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



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

12. This contract shall continue in force and effect for a period of two (2) years commencing on the 1st day of January 2022 and ending at midnight on December 31, 2023.

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

TOWN BOARD OF THE TOWN OF POESTENKILL

By: \_\_\_\_\_

POESTENKILL FIRE COMPANY, INC.

By: \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF RENSSELAER ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, personally appeared Keith Hammond, to me known and known to me to be the same person who executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides in and is the duly elected supervisor of the Town of Poestenkill, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Poestenkill and that he signed his name thereto by like order.

---

Notary Public

STATE OF NEW YORK  
COUNTY OF RENSSELAER ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the subscriber, personally appeared \_\_\_\_\_, to me known and known to me to be the same person who executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides in the Town of Poestenkill, County of Rensselaer, State of New York; that he is the President of the Poestenkill Fire Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

---

Notary Public



**UNDERTAKING**  
For the benefit of  
**The New York State Department of Transportation**  
In connection with work affecting state highways  
(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned \_\_\_\_\_ ( Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

**1. Permit Applications.** Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

**2. Applicable Rules, Regulations & Conditions.** Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

**3. Site Restoration.** Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

**4. Payment & Release of Liens.** Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

**5. Indemnity.** In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, \_\_\_\_\_ (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Phone number

\_\_\_\_\_  
Address

\_\_\_\_\_  
e-mail

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Bill Me Later

No shipping required

Item	Qty	Est. Subtotal
Letter Mailer	900	\$588.00
<i>Data Preparation And Processing</i>		+\$75.00
<b>Quantity: 900</b>		\$0.23
<b>Fold 3.5x8.5</b>		included
<b>Project Title Poestenkill Mailing</b>		included
<b>Size 8.5x11</b>		included
<b>Letter Upload Print-Ready Files - Free</b>		included
<b>Envelope Upload Print-Ready Files - Free</b>		included
<b>Letter Details 70 Lb. Text</b>		included
<b>Finishing Options Front Side Color Included</b>		included
<b>Envelope Details #10 Standard Commercial</b>		included
<b>Addressing Font Calibri</b>		included
<b>Finishing Options Black + White Included</b>		included
<b>Addressing Font Color Black</b>		included
<b>Postage Paid Marking No</b>		included
<b>- Per Piece -</b>		<b>- Per Piece -</b>
<b>Letter Mailer</b>		\$0.23
<b>- Services Total -</b>		<b>- Services Total -</b>
<b>Payable To The Mailworks</b>		\$282.00
<b>- Postage -</b>		<b>- Postage -</b>
<b>Postage: Thirdclass</b>		Est. \$153.00 - \$306.00
Services Total		\$282.00
Estimated Subtotal		\$588.00
Shipping & Handling		\$0.00
Tax		<del>\$17.04</del>
Estimated Grand Total		<del>\$625.04</del>

email footer

\$588

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

February 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

	Conservation Fees to the Town:	\$ 2.76
	Marriage License @ \$ 7.50	\$
	Marriage Certificate @ \$10.00	
A1255	Total Town Clerk Fees	\$ 2.76
1-2268	Dog Control	\$
A1289	Registrar	\$ 90.00
A2655	Minor Sales – Copies (certified copy) –	
A2544	Local Fee for Dogs –	\$ 168.00
A2115	Planning Board Fees - \$ ZBA Fees - \$	\$
A2555	Building Permits	\$ 545.00
A-2545	Peddlers Permit	\$
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - @ \$275.00	\$
A2240	Misc. Water Charges -	
A2710	Water Permit Fee - @ \$40.00	
1001	Water Billing - \$3,694.64	
	<b>TOTAL WATER CHARGES</b>	<b>\$ 4,009.64</b>
	<b>REVENUE TO SUPERVISOR</b>	<b>\$4,815.40</b>
	Amount paid to State Comptroller for Games of Chance License	\$
	Amount paid to DEC for Conservation Licenses	\$ 47.24
	Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program	32.00
	Amount paid to State Health Dept. for Marriage Licenses	\$
	<b>TOTAL DISBURSED</b>	<b>\$ 79.00</b>
	Keith Hammond, Town Supervisor	\$
	<b>TOTAL AMOUNT RECEIVED BY CLERK</b>	<b>\$ 4,894.64</b>
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 February. Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 2nd day of March 2022.		

*Susan Horton*

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## 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 February 2022

Per Town Board Resolution #21-2021 adopted on 12/30/2021, all Aged-Senior Citizen and Disability renewal exemptions will be automatically renewed for the 2022 Assessment Roll. All other exemption renewal applications (Agriculture, Clergy, Forest, and Non-Profit) will be processed as normal.

The Assessor's Office received exemption renewal applications during February. We made several phone calls reminding residents of the March 1<sup>st</sup> submission deadline. We also received new exemption applications for Veteran, Agriculture, Aged Senior Citizen, and STAR. We are processing these applications, which will be updated for the Tentative Assessment Roll.

The Assessor's Office continues to receive and process new deeds and split/merger documents. All other functions, including the processing of building permits, responding to resident inquiries, and updating the Real Property System, continue as normal.

cc: Susan Horton, Town Clerk

**Town of Poestenkill  
Office of the Water Department**

**MEMORANDUM:**

**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 / 811Operations / Public Health  
Coordinator** *RLB*

**RE: Executive Summary Monthly Report (February)**

**Date: March 4, 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:**

**PFOA/PFOS - Our involvement continues to be significant in the PFOA/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 picked up pace, 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)". Also, the most recent information from the 1/27/2022 "Monthly Update" meeting with representatives of the RCDOH, NYSDEC, and NYSDOH organizations. Additionally, Sean Mahar, NYSDEC Executive Deputy Commissioner, recently stated "We have extensive work underway in this community to evaluate any potential sources of groundwater contamination in the vicinity of the Middle School and have already ruled out several potential sources including the transfer station and the Poestenkill Landfill".**

The DEC has recently issued the 3<sup>rd</sup> POESTENKILL PFAS INVESTIGATION "Community Update" and I will be discussing this in my next Town Web Update as well other pertinent information.



**CCCDW** – Supervisor Hammond has had two meetings with the members of the Concerned Citizens for Clean Drinking Water (CCCDW) group, the most recent on January 28, 2022 which I attended. It was a good meeting and Supervisor Hammond reinforced the Town’s commitment to a quality “working relationship” where we are all working together to solve the contamination problems.

Additionally, both Keith I attended (as requested) the CCCDW sponsored Zoom meeting at 7 pm on 2/24/2022. The meeting also included representatives from the RCDOH, the NYSDOH, and the DEC. Each organization provided their update on progress. I will be updating our Town Website with this information shortly for our residents’ information.

**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 on 9/2021 is eliminated.

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.

**EXPANSION OF OUR MUNICIPAL WATER SYSTEM:** I have been working with and supplying (at their request) information to 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 are also meeting with Brunswick to determine what type of capital cost, if any, should be budgeted for those improvements.

**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 function will be increasing in volume and an ongoing new work function for many years. At this time, we have already replaced the five which have failed.

**SMALL LEAK SUSPECTED:** Based upon our daily pumping readings I believe that we have developed a small water leak somewhere in the system, likely about 3 to 4 thousand gallons per day. We are working in an attempt to isolate and locate the leak. With this cold weather, however, it may take some time.

**LEAD-COPPER RULE REVISION:** Last year you read of the new upcoming EPA LCRR laws and their impact on Poestenkill. Well, they are here and will be until 2025. Their impact is 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. They have recently reiterated this approach.

**MONTHLY 811 OPERATIONS REPORT:**

From an overall viewpoint everything continues to go quite well in the 811 operation. During this period, we received a total of (10) 811 tickets, some of which were Emergency Call-Outs. 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 completed the 811 Annual safety Training requirement.

**THIS MONTH'S CORNY HUMOR:**

Joe is in a bar and says to the bartender "All lawyers are jerks!". Another customer says "HEY, I OBJECT TO THAT!". Joe says "why---are you a lawyer?". The other customer says "no, I'm a jerk!".



**TOWN OF POESTENKILL**

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

Office of the  
Building Inspector  
Code Enforcement Officer

MEMORANDEM

To: Town Supervisor – Keith Hammond

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

Eric Wohlleber (deputy Town Supervisor)

Town attorney – A. Gilchist

From: Tracy Church Code Enforcement/ Building Inspector

Date: March 2, 2022

RE: January/February

OVERVIEW:

The Building Department/ Code Enforcement Office continues to assist residents, builders and other municipalities. As Spring approaches the inquiries for building permits has increased as expected. Inspections continue for open building permits as required. Annual Code Enforcement Official/ Building Inspector required training has resumed for the 2022 year. A meeting regarding the Cooper Hill 8 lot subdivision SWPPP review was held on February 22, 2022, with the Engineer firm representing the property owners, the developers as well as Wayne Bonesteel (Town Engineer) Tom Russell (Planning Board) Bob Brunet, (Water Manager) Tracy Church (MS-4 Officer) representing The Town of Poestenkill, minor revisions were noted as well as the requirement to establish a drainage district. File search requests has increased as the housing demand has developed.

The Town of Poestenkill will continue to be represented in a polite, efficient and professional manner.

Respectfully submitted

*Tracy D. Church*

Tracy Church

Building Inspector/ Code Enforcement Official

Zimbra

tbuker@poestenkilny.com

VIII.g

[EXTERNAL] RE:

Thu, Mar 03, 2022 02:58 PM

**From :** Bob Guyer <straydawg302@gmail.com>  
**Subject :** [EXTERNAL] RE:  
**To :** Tiffany Buker <tbuker@poestenkilny.com>

Dog control report

1 Ticket issued

3 did complaints

1 dog running at large

2 Wildlife calls

Bob Guyer

Sent from my Galaxy

----- Original message -----  
From: Tiffany Buker <tbuker@poestenkilny.com>  
Date: 3/3/22 2:47 PM (GMT-05:00)  
To: straydawg302 <straydawg302@gmail.com>  
Subject:

Hi

I am in need of your monthly report.

Thank you,

Tiffany Buker  
Town of Poestenkil

(518)283-5100 ext 100

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

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

**From:** Highway Superintendent- David (DJ) Goyer

**Date:** February 3<sup>rd</sup> ,2022-, March 2<sup>nd</sup> , 2022

**RE:** Highway Activities

1. We started off this period with a problematic ice storm that started late in the day and through the next day. We as a highway department worked 32 hours straight during the storm. Went home late in the day Friday and back on Saturday for remainder of the day to get the roads in good shape. This crew did an extremely good job in bad weather.
2. Took possession of the new plow truck Feb 7<sup>th</sup>, finally after months of delays. Very pleased with the finished product and expecting it to serve us well for many years to come. Vito has taken over this truck and plow the snake hill beat since he now has his cdl.
3. Throughout the month we have had numerous storms that had us out plowing and sanding the town highways.
4. We also hauled sand from the gravel pit and mixed sand with multiple salt orders during the month as well.
5. Wells communication came out and installed town radio in the new plow truck.

6. The cold weather has created numerous ice jams and frozen culverts throughout town. So, we loaded up our hot water/steamer unit and water tank into the pickup and have spent quite a few days opening up culverts to prevent any flooding with the warm spells and the rainstorms.
7. I helped North Greenbush highway for a day with our excavator after their backhoe broke down. They had run off issues due to the weather that needed addressing.
8. Had some shop days working on trucks and equipment. Did the 100-point inspection sheets on all plow trucks as well which helps keep equipment in check and free of issues.
9. Received parts for the shops generator that we were waiting on. Installed all and its runs great again.
10. Received our sign order for the year that I placed last month. Starting this year, I will be replacing street name signs to the reflective style required by DOT standards. It will take a few years to update them all, but the new signs look nice and are easier to see/read. Also ordered some signs needed to address complaints that have come in this year.