

AGENDA
TOWN OF POESTENKILL
TOWN BOARD MEETING
December 16, 2021
Poestenkill Town Hall

VOTING MEMBERS

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

NON-VOTING MEMBERS

Town Clerk	Susan Horton
Town Attorney	Jack Casey

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-Meeting date(s)

A. November 18, 2021-

III. Correspondence

IV. Liaison Reports

A. Planning Board
B. Zoning Board
C. Fire Company
D. Library
E. Youth Advisory Board
F. CAC

V. Discussion Items

VI. Action Items

- A. Approval of Laberge Group for Water District Expansion
- B. Approval of Purchase of Everest RHS reversible trip straight blade plow (no more than \$10,500)
- C. Approval of Checkwise for payroll company
- D. Approval of Wojeski and Company CPAs to perform accounts payable functions
- E. Approval of Tom Russell to Planning Board, Term Ending 12/31/2029
- F. Approval of Vicky Springs to Planning Board as an Alternate, Term Ending 12/31/2022
- G. Approval of County Waste Contract for dumpster

VII. Reports

- A. Supervisor's Report
- B. Town Attorney's Report
- C. Town Clerk's Report
- D. Assessor's Report
- E. Water Manager/811 Officer/Public Health Coordinator
- F. Building Inspector's Report/ Code Enforcement Report
- G. Dog Control
- H. Town Highway Report

IX. Budget Transfers

X. Concluding Public Comment Period

XI. Payment of Bills

XII. Adjournment

Reminders

December 30th- End of Year Town Board Meeting
January 6th- Organizational Meeting

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
November 18, 2021
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
Jack Casey, Town Attorney

Supervisor Hammond opened the meeting with the Pledge of Allegiance and then opened the Public Hearing at 7:00 p.m. on the Proposed White Church Rd. PDD. The Affidavit of Publication was available for review. Supervisor Hammond asked people in the audience to be considerate when speaking in tonight's Public Hearing.

PUBLIC HEARING PERIOD – At the Public Hearing for the Proposed PDD on White Church Rd. most of the comments involved the nature of the Poestenkill living environment and the reasons why residents moved to Poestenkill, with reinforcement by some who grew up in Poestenkill. The majority of the speakers felt that this PDD would significantly change the character of Poestenkill, and some felt that this PDD was just the beginning of this type of development and other developers would want to follow suit. Some of the specific comments are:

J. De Waal Malefyt, said that he lived at Bayberry Circle and a couple of his specific statements and comments follow:

- The PDD should not be approved.
- He believed that it could be a health risk to Deer Creek residents for many reasons, including the proposed cluster septic system.
- He felt that this proposed PDD was inconsistent with the Deer Creek subdivision and encouraged individual single-family homes instead.

He went on to detail many other specific reasons for his disapproval of this PDD. This document is attached to these minutes.

B. Burrige, a resident for many years asked if the PDD was for Senior Housing and was told that it is not, that anybody could purchase a home there. She said that she wants the Town to stay rural. She said that she understands that the Town could not stop development but was concerned that if this went through that other similar PDD's would follow. She said that she had a petition of sixty (60) names who are against this proposed PDD. She also stated that she hopes that the Town Board would listen to the people, and again reiterated that "this is our town."

R. Bayly, County Legislature and Town Resident commented that many residents had contacted him and were concerned about runoff water (stormwater) affecting their wells.

Another resident, Jacob, said that he had moved to Deer Creek about three years ago and that he did not want to live next to this type of "Big Development."

D. Niebuhr said that she was a 32-year resident and liked the proposed PDD since it would be easier to maintain than a larger home. She said that she was "all for" the project. She also stated that Mr. Kronau was a highly respectable builder who has done a lot of good for the Town of Poestenkill.

S. Bidwell spoke about the petition, saying that the people were against this proposal, which he formally presented to the Town. He stated that Supervisor Hammond should recuse himself because of his dealings with Kevin Kronau. He felt that the Town Board should vote this down.

J. Schmidt owns a farm adjacent to the Proposed PDD property and discussed the open pit liability and other negative impacts on his hayfields. He also said that he believed an additional access road would be required.

T. Russell, Planning Board member said that he had recently spoken to many residents, and it was clear that they expected growth but wanted to keep the rural nature of the town. He said that the residents felt that the location was not the best and that the recent washout of the culvert was problematic. He said that he was not trying to be negative, but that he had very serious concerns.

Chip Kronau commented on several items. He said that these would be town houses only. He said that they would use public water for drinking water. He said they would follow all appropriate Town, County, and State requirements regarding Stormwater Management. He also stated that traffic would not be going through Deer Creek, that traffic would not be a problem.

Bob Wallace, Town resident wanted it known that he concurred with his neighbors and wanted this proposal voted down. He cited Local Town Codes (150-30) regarding residential cluster developments and "Density" and lot size. He further cited flooding problems and stated that there was "clear opposition" to the proposal and that the Town Board should listen.

Matt Bond, P.E. for the Project addressed the project and said that the culvert crossing was not an issue since it is not a permanent fixture. He said that the Town's Comprehensive Plan mentioned a lack of town homes. He requested the Town Board to table the project for the night.

B. Burrige commented that the Zoning map was incorrect and stated that she hoped that the Town did not table this subject for the night.

Councilman Hass commented that Poestenkill was wonderful, caring Town and yes, we had problems, but we addressed them and became better as a result.

Mrs. Gibbons said that we can still grow but stay small at the same time.

Supervisor Hammond said that the Town Board had received a lot of resident input tonight, including the (2) signed resident petitions, and that they needed time to look into and study all the input. He tabled the vote on the proposed PDD for the evening.

When everyone was given the opportunity to speak on the Proposed PDD, the Public Hearing was closed at 7:45 p.m.

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

PUBLIC COMMENT PERIOD - The Proposed PDD discussion continued during this part of the Public Comment Period.

TOWN CLERK MINUTES APPROVAL -

Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's minutes of the October 7, 2021, meeting as amended.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of the October 19, 2021, Executive Session as written.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of the October 21, 2021, meeting as written.

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of the November 4, 2021, Special Meeting as written.

Presentations: There was no presentation.

Liaison Reports:

Planning Board –Town Board members had copies of the Planning Board's meeting of October 5, 2021. T. Russell, Board member elaborated on the meeting.

Zoning Board – Due to lack of agenda items the October meeting was cancelled.

Fire Company – Town Board members had copies of the Fire Co. October 2021 report. D. Basle, Asst. Fire Chief wanted (3) important rules to follow especially during the winter months.

- Please have your house number placed on both sides of your mailbox where it is visible for emergency vehicles.
- There should be a 12 ft. clearance for trees in driveway.
- You can contact the Fire Company for signs for your driveway.

Councilman Van Slyke asked D. Basle if the Fire Company was able to meet all the 1st responders calls and he replied that they were not able too.

Library – Susan Kalafut reported on the activities at the library. Susan reported that the Annual Holiday Lights will be coming soon. She also stated that a New Director for the Library was hired.

Youth Advisory Board- T. Buker, Youth Director updated the Board on the activities that were happening with the Youth Board. The Halloween Parade was a huge success with over two hundred children attending Trunk or Treat.

CAC- J. de Waal Malefyt reported that a meeting was held in November. The topic discussed the most at the meeting was the PFOAs in Poestenkill.

Correspondence:

Charter Communications-Memo dated October 21, 2021, explaining about new programming services.

Discussion Items: Local Law 108-16: adding Dog Control Officer enforcing chickens. The Board decided to keep this Local Law as is, therefore, no action is required.

Action Items: - Approval of White Church Rd. PDD

The Board decided to Table this Proposed PDD at this time.

Reports:

Supervisor's Report- Supervisor Hammond reported that he and Bob Brunet, Water Manager have met with State, DEC and County Health Dept. He also stated that bottled water is available at the Town Hall for those residents with levels of PFOA/PFOS.

Town Attorney's Report – Mr. Casey reported on the matters that he worked on since the last Town Board which included on-going litigation, petitions regarding the Proposed White Church Rd. PDD.

Town Clerk's Report – Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's report of October 2021. The total amount received in the Clerk's office was \$22,641.73 and of that amount \$20,785.88 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 report and the Highway Dept. report.

Water Manager/811 Officer/Public Health Coordinator – Bob Brunet first wanted to thank and congratulate Caleb Kronau, Deb and Brandon Harris, and their helpers for a great service to the Town in cleaning and painting forty-nine (49) fire hydrants to date. He said that they were all Fire Department volunteers and that this hydrant work was just another indication of their dedication to helping Poestenkill.

He then reported that all objectives in the 811 area of responsibility were met with no late or missed due dates in our 811 responses. He mentioned that he received a daily audit which was continually excellent.

Bob then commented that, once again, all objectives in the water district operations were either met or exceeded. He cited two situations in which he had to turn off our pumps for two days to ensure that our water would not be contaminated due to a Brunswick/Troy Chlorine residual problem.

Bob discussed the successful leak locating efforts, which have reduced Poestenkill's costs to Troy and Brunswick for lost water.

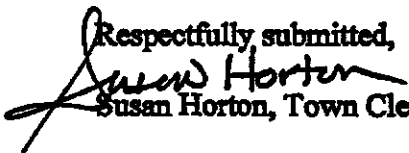
Bob then went over the teamwork of the RCDOH, the NYSDOH, and the DEC and their accomplishments to date regarding PFOA/PFOS. The bottom line is that each organization has increased its' actions in additional testing, making additional public information available, and additional work in attempting to locate the PFAS causes. Bob made available to those present copies of his recommendations (requested at the October Town Board Meeting) on going forward and also provided the most recent DEC publication "Community Update" containing important information. He specifically wanted everyone to know that there were two meetings scheduled for December 8th at the Algonquin Middle School Cafeteria, one at 3p.m. – 5p.m. and the other at 6 p.m. – 8 p.m. Each organization will be present at these meetings for "Face to Face" discussions with residents to answer questions.

Payment of Bills:

Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #22-2021 in the amount of \$149,156.05. Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to pay Warrant #23-2021 in the amount of \$82,789.24.

Motion by Hass, seconded by Wohlleber and carried to enter into Executive Session at 9:15 p.m. to discuss a personnel issue with no votes being taken. Motion by Councilwoman Butler, seconded by Councilman Wohlleber and carried to exit Executive Session at 9:30 p.m. and to immediately adjourn this meeting.

Respectfully submitted,


Susan Horton, Town Clerk

To: Poestenkill Town Board

From: Jim de Waal Malefyt

Subject: Proposed White Church Road PDD Comments

Date: November 18, 2021

The White Church Road Planned Development District (PDD) should not be approved for further consideration by the Town of Poestenkill for the following reasons. First, the planned PDD is inconsistent with the plans of the Deer Creek subdivision. Secondly, the planned PDD poses several environmental and health risks to the residences in the existing Deer Creek subdivision.

The planned Deer Creek subdivision had several phases. In order to bring gravel fill for Phase 1 and 2 houses, the developers, Kevin and Dale Kronau, constructed a gravel road from the present gravel pit to Deer Creek Road. After Phases 1 and 2 were completed Kevin said he would build several houses consistent with the Deer Creek designs in the gravel pit area. That never happened. Instead, Kevin asked the Town to change the zoning of the gravel pit area from "Residential" to "Natural Products" so he could continue to use the gravel product for his other projects in the local area. He also said he would construct and use another roadway out of the gravel pit area to Rt. 351 (White Church Road). The zoning change was approved by the Town. Now that Kevin no longer wants to remove gravel, it is my opinion that the gravel pit area should revert back to the original zoning and houses be built consistent with the "colonial" design required by the Kronaus for the Deer Creek subdivision with single-family, houses. The duplex design and closeness of the duplexes is inconsistent with the single-family homes on 1-2 acres and the landscaping of the Deer Creek subdivision. If it costs the Kronaus too much to build a road to several single-family houses, then the gravel pit should be reclaimed in accordance with the DEC permit and rezoned "Residential."

The PDD poses a health risk to the residences downslope in the Deer Creek subdivision. The septic system may leak into the nearby wells of Deer Creek residences through the porous gravel on which it will be constructed. The gravel pit is part of a glacial moraine and kame, and located on steep slopes (20-25 % or more slope) and excessively drained soils (see Poestenkill Natural Resource Inventory 2019).

Any leaching, overflow, or runoff from the proposed stormwater basin also poses a health risk to wells of residences along the Deer Creek waterway. My well at 5 Bayberry Circle is only 30-40 feet deep and is 25 feet from the creek. The area of the proposed stormwater basin was flooded this past summer during a rainstorm which also dislodged the bridge from the gravel pit roadway to Rt. 351. Much of the eroded gravel and debris from this and other storms has now filled in the pond Kevin constructed along Deer Creek on my property. Any vehicle grease/oils, fertilizers, and pesticides escaping from the stormwater basin would flow a few hundred feet in Deer Creek onto my and other Deer Creek properties and possibly contaminate our well water. Deer Creek is a class C waterbody and flows into the Poesten Kill a trout stream classified C(T). A heavy rainstorm this summer caused flooding in the Deer Creek subdivision and recently caused our Spectrum underground cable to need total replacement due to flooding and sediment deposition of the utility. Collecting stormwater from the PDD with no assurance that the stormwater basin will never overflow in a storm will only exacerbate downstream flooding in the Deer Creek subdivision.

Some on the Town Planning Board have said this is the first PDD proposed in Poestenkill and are interested in seeing if it can be approved as the first model PDD in Town. Again, in my opinion, this PDD is inconsistent with the origin planned Deer Creek subdivision and lacks some of the features of a "cluster development." Some have pointed to the few natural acres left undeveloped that can be used

by the residents. If anyone would care to look at that area, they would find a steep forested slope with a wetland and ditch at the bottom that would be hard to use by the residents for recreation. Instead, the Town should encourage development of the first PDD in Poestenkill on a larger piece of property where a significant amount of land is left undeveloped and where a trail for residential recreation can be easily constructed. Several hayfields north of the gravel pit along Rt. 351 come to my mind and would have great views of the Rensselaer Plateau and have minimal impact on other local residences.

Actually, this PDD is being done backwards. Other towns in our region have PDD zoning and codes to follow for any proposed PDDs. Poestenkill has none that I am aware of. Some towns require a minimum of 10 acres for a residential PDD and some require 40% be undeveloped and set aside for community use, either private or public. The White Church PDD satisfies neither requirement. This PDD is being done backwards. The Town should first develop regulations for PDDs before any are considered by the Town.

Also, if the Town does approve the PDD going to the Town Planning Board for further detailed review and some of the key components of the PDD are not approved during the process, such as the proposed roadway to Rt. 351 by Rensselaer County, then I suggest that the PDD has to come back to the Town Board for another vote to go further or not. Perhaps, if the Town allows the PDD to go further, it should require the Kronaus to first see if they can get county approval for the entrance onto Rt. 351 and the design and location of the septic system and stormwater basin next to Deer Creek.

Jim de Waal Malefyt

5 Bayberry Circle

Poestenkill, NY 12140

IV.A



TOWN OF POESTENKILL

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

Planning Board

PLANNING BOARD AGENDA

December 9th, 2021, 7:00 pm

MEETING WILL BE HELD AT THE FIRE HOUSE

7:00 Meeting Opens – Pledge of Allegiance

Minutes of the November 2nd, 2021 Meeting:

Public Comments:

Old Business:

New Business:

Terms- Tom Russell and Vicky Spring

Organization:

Comprehensive Plan

Other:

Steve Valente

to attend December Meetings

IV. B



TOWN OF POESTENKILL

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

Zoning Board

**ZONING BOARD AGENDA
November 3, 2021, 7:00 pm**

7:00 Meeting Opens – Pledge of Allegiance

Applicant:

April Dennis 116 Plank Rd

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 December 14, 2021.

Minutes of the October 12, 2021 Meeting:

Public Comments:

Old Business:

New Business:

Term Expirations: Frank Burzesi (5 year), Tim Hoffay (5 year), Susan Kalafut (1 year)

**Organization:
Comprehensive Plan**

Other:

Paul Jamison to attend December Meeting



Zoning Board

TOWN OF POESTENKILL

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

ZONING BOARD OF APPEALS October 12, 2021 Minutes

Attendees:

Frank Burzesi, Chairman
Paul Jamison
Tim Hoffay
Susan Kalafut
Nicole Heckelman- Absent
Kevin McGrath- Absent

Non-Voting:

Chairman Burzesi called the meeting to order at 7:04 pm with the Pledge of Allegiance.

Minutes:

Meeting minutes of June 8, 2021 were reviewed. Motion to accept the Minutes was made by Member Kalafut, seconded by Member Jamison and approved by a vote of four (4) ayes and zero (0) nays.

Updates:

Discussion was held about the conditions of a ZBA decision being followed and enforced. It was decided that any non-compliance issues would be forwarded to the Code Enforcement Officer.

A motion to adjourn the meeting at 7:35pm was made by Chairman Burzesi, was seconded by Member Jamison and was approved with four(4) ayes and zero (0) nays.

Respectfully submitted,

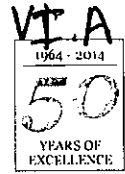
Tiffany Buker
Planning Board Clerk

3:29 PM
12/01/21
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
November 2021

IV. C

	Nov 21
Ordinary Income/Expense	
Expense	
Building Fuel (heating)	
Main Station (Propanel)	715.73
Total Building Fuel (heating)	715.73
Building Maintance	
Main Station	1,490.00
Refuse	78.20
Total Building Maintance	1,568.20
Electric	
East Poestenkill	18.17
Main Station	21.02
Total Electric	39.19
Equipment	
New Equipment	175.41
Repair & Maintance	499.13
Total Equipment	674.54
Fire Trucks	
Fuel	1,541.34
Repair & Maintance	1,379.73
Total Fire Trucks	2,921.07
Internet & Phone	113.33
Medical Supplies	3,890.14
Office Supplies	
Safety Deposit Box	131.25
Office Supplies - Other	201.86
Total Office Supplies	333.11
Physicals	120.00
Security Alarm	73.91
Solar	294.25
Telephone	
East Poestenkill	88.41
Main Station	116.75
Total Telephone	205.16
Uniforms	21.60
Total Expense	10,970.23
Net Ordinary Income	-10,970.23
Net Income	-10,970.23



ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

December 1, 2021
VIA E-MAIL

Mr. Keith Hammond, Supervisor
Town of Poestenkill
38 Davis Drive
Poestenkill, New York 12140

Re: **Professional Engineering Proposal**
Map, Plan, and Report
Proposed Water District #2
Town of Poestenkill, New York

Dear Supervisor Hammond:

Thank you for inviting Laberge Group to submit our proposal to provide professional engineering and funding identification services to develop a Map, Plan and Reports to support the creation of Water District #2 along Route 66 to service the neighborhoods that are impacted by potential PFOA contamination. We understand the significance of this infrastructure extension initiative as it relates to providing safe, clean potable water while simultaneously creating an environment that allows the Town to attract, retain and expand business development and create new jobs.

The first step in this process is evaluating the feasibility of providing such infrastructure. Such an evaluation includes not only the technical requirements of designing and installing water services, but also the cost impact to those the infrastructure will serve. Toward that end, Laberge Group proposes to prepare Map, Plan and Reports to allow the community as well as the Town Board to make informed decisions on how to proceed.

Proposed Scope of Work

Task 1 – Map, Plan and Report

Activity 1.1 - Kick-off Meeting & Initial Site Visit

In order for the development of each Map, Plan, and Report to be responsive to the needs of the community, it is imperative that the planning process be based on a solid foundation. The purpose of the kick-off meeting and site visit will be to review the goals and expectations of the Town and gain greater familiarity with the study areas.

Activity 1.2 –Environmental Constraints

Laberge Group shall review the existing environmental constraints using existing data sources within the study area such as wetlands, cultural resources, endangered species, water courses, soil condition, etc.

Activity 1.3 - Need Documentation

Laberge Group, utilizing existing information, shall document the need for the creation of a Water District. This will include a description of the current site conditions, water needs, water quality and/or yield

deficiencies, Health Department and NYSDOH notices of contamination, known compliance issues and projected future needs as they may affect water quality, stream and groundwater quality, health and public safety. Additional coordination and documentation related to the public health, welfare and safety of the residents as it pertains to PFOA contamination findings at the Algonquin Middle School, Algonquin Beach Estates and the Heather Ridge neighborhoods will be included in the report.

Activity 1.4 – Coordination / Regulatory Requirements

Laberge Group will coordinate with both the Town of Poestenkill, the Rensselaer County Health Department, the NYSDOH, NYSDOT and the NYS Environmental Facilities Corporation. We will also coordinate with the Town to determine district boundaries.

Activity 1.5 - Alternatives

Laberge Group will evaluate feasible alternatives and provide recommendations as to the best alternative for consideration by the Town. Each alternative will include a description of the system, advantages and disadvantages and opinions of cost including operation and maintenance costs and other non-monetary considerations. In addition, Laberge Group will evaluate and prepare user cost estimates based upon various financing scenarios and taxation methods, and will determine the average, mean and mode annual cost to typical properties for each method evaluated.

Activity 1.6 - Develop Map, Plan and Report including Concept Design

The document will be prepared as required by New York State for the purposes of district formation and in accordance with the engineering report guidelines proffered by the New York State Department of Health. The report will be structured to be in compliance with the EFC guidelines so as to be eligible for grant and/or loan assistance through the Drinking Water State Revolving Fund and NY Water program (administered through EFC) and will include:

- Alternative analysis.
- District boundaries.
- Concept plan.
- Preliminary opinion(s) of cost.
- Requisite mapping and descriptions for creation of a water district.
- Prepare and file a project Listing Form to have the project listed on the DWSRF Intended Use Plan.
- Prepare a Smart Growth Assessment Form for filing with the Listing Form.

Laberge Group will also coordinate with Regulatory Agencies regarding design concept(s) to ensure that permitting requirements are considered.

Activity 1.7 - Meetings

Laberge Group will meet with the Town to present the final reports at a Town Board meeting or other venue as deemed appropriate by the Town. In addition, Laberge Group will attend the required public hearing for district formation.

Task 2 – SEORA Requirements

Prior to formation of the creation of a new water and/or sewer district, design and construction, the Town must make a determination of environmental significance for the project. Laberge Group proposes to assist the Town in meeting this requirement by:

- Preparing an Environmental Assessment Form.
- Preparing letters to Involved Agencies requesting concurrence that the Town be the Lead Agency for the coordinated review of the project.

- Submitting a Project Review package to the State Historic Preservation Office (SHPO). SHPO review is required due to the need to obtain a permit from the NYS Department of Environmental Conservation. The SHPO may require a Phase 1A/B cultural resource survey which is beyond the scope of this proposal.
- Prepare a proposed resolution for either a positive or negative declaration as required. (For estimating purposes it is assumed a negative declaration will be required.)

Task 3 – Funding Investigation

Laberge Group will prepare a funding source and financial aid eligibility assessment for the Town of Poestenkill. We believe that the Town may be well-positioned to secure funding under New York Water Infrastructure Improvement Act (NYWIIA), DWSRF, and/or Congressional Directed Spending. In addition, the recently adopted Federal Infrastructure Bill provides funding to communities facing emergent contaminants.

To assist in jumpstarting the funding process, Laberge Group will prepare a Project Listing Form for inclusion in the next available DWSRF Intended Use Plan including a Smart Growth Assessment Form.

Fee

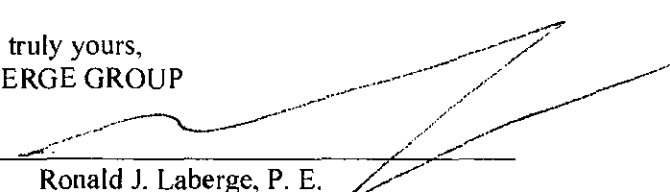
Laberge Group proposes to complete the scope of work above for a fee not to exceed \$30,000 plus reimbursable expenses.

Schedule

Laberge Group is available to begin within 30 days of contract approval and shall complete the draft report within 8 weeks. Public meetings and hearings will be based upon a schedule provided by the Town after the preliminary report is approved.

We thank you for the opportunity to submit this proposal. As always, if you have any questions or comments, please feel free to contact our office.

Very truly yours,
LABERGE GROUP

By: 
Ronald J. Laberge, P. E.
Executive Vice-President

RJL:bnl

PAYROLL SERVICES AGREEMENT

VI . C

This Payroll Services Agreement (“Agreement”) is entered into effective as of 12/08/2021 (the “Effective Date”) by and between CheckWise Payroll LLC, a New York limited liability company with a principal address at 1 Winners Circle, STE 201, Albany, New York 12205 (hereinafter “CheckWise”) and Town Of Poestenkill a State Government with a principal place of business at 38 Davis Drive, PO Box 210, Poestenkill, NY 12140 (hereinafter “Client”). CheckWise and Client may be referred to herein individually as a “Party” and, collectively, as the “Parties”.

WITNESSETH:

WHEREAS, Client desires to engage CheckWise to perform certain payroll services for Client pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

1. **PAYROLL SERVICES.** CheckWise shall provide Client with certain payroll services including, but not limited to, the following (hereinafter and collectively, “the Services”):

(a) CheckWise may collect, hold and disburse payroll tax liabilities, employee check and direct deposit payroll transactions, remittances to vendors and child support agencies, and other payroll-related remittances (hereinafter and collectively, “the Transactions”) in compliance with Automated Clearing House (“ACH”) regulations, as the same may be amended from time to time, from Client via an account separate and apart from CheckWise’s general account. Client will be responsible for providing CheckWise with accurate payroll and all other necessary and/or legally required information in a timely manner so as to allow CheckWise to timely initiate the Transactions during the Term, as hereinafter defined. CheckWise may debit the account designated by Client in order to make any necessary deposits and collect any fees due to CheckWise.

(b) CheckWise will provide Client with documentation of Transactions on a per payroll basis as well as reference copies of tax returns prepared by CheckWise. In addition to documentation provided CheckWise, Client may obtain verification of tax payments through the Electronic Federal Tax Payment System (“EFTPS”) and through appropriate state tax agencies. For security reasons and space considerations, CheckWise is not required to maintain electronic copies or other records for Client beyond the time required to produce accurate employee payment records and tax returns; Client shall be responsible for maintaining their own employee, payroll, and tax records as required by State and Federal law.

CheckWise shall be obligated to carry out only the Services. Nothing herein shall require CheckWise to undertake any services on behalf of Client other than the Services unless otherwise agreed upon by the Parties in writing. The Services shall not constitute legal advice, nor shall any opinion, written or oral, rendered by CheckWise be deemed by Client as an opinion with respect to any New York State, federal, local or municipal laws, rules, regulations, requirements or codes. CheckWise shall have no liability for failure to make deposits or filings if Client has not acted in accordance with this Agreement and/or maintained the Client Obligations, as hereinafter defined. This Agreement does not relieve Client of any of its tax reporting or payment liabilities.

CheckWise reserves the right to perform credit checks prior to providing the Services to Client, which may include information on various financial matters, such as current/delinquent accounts payable, financial institution accounts, or financial/vendor references. CheckWise reserves the right to request updated credit information from Client throughout the Term. CheckWise recommends Client consult an attorney with respect to any legal matters or items relating to this Agreement, or otherwise, requiring legal interpretation.

2. **CLIENT OBLIGATIONS.** As a condition to CheckWise providing the Services commencing on the Effective Date (or immediately thereafter as feasible) and throughout the Term, Client hereby agrees to undertake, and to continue throughout the Term to undertake, the following (hereinafter and collectively, the “Client Obligations”):

(a) Client shall provide complete and accurate information to CheckWise no later than three (3) banking days prior to each payroll check date, unless a payroll check date is to fall on a Saturday, Sunday or a bank holiday, and then in such case the information must be provided no later than four (4) banking days prior to the payroll check date. Upon release of payroll information to CheckWise, Client acknowledges that CheckWise will rely on the accuracy of this information to generate employee net payments via check and/or direct deposit, as well as associated tax filings and payments, vendor and child support payments, and other payroll-related remittances. Client shall immediately provide CheckWise with notification of any changes that will affect the calculation of payroll data, the impound of funds, and/or the transmission of all associated payroll transactions;

(b) Client agrees to review and verify all related payroll information necessary to ensure complete accuracy. If an error occurs, Client must notify CheckWise no later than two (2) banking days after discovering the error, at which time CheckWise and Client will agree upon a reasonable and timely solution to correct the error. Client waives and releases any claim against CheckWise arising out of any error in payroll

information provided by Client. In addition, in no event shall CheckWise be held responsible or liable for any direct deposit amounts, interest, wiring fees or additional damages or expenses of any kind, including but not limited to any incidental, consequential, special or punitive damages, penalties or attorneys' fees unless such liability arises from the negligent acts or omissions of CheckWise;

(c) Client shall designate an account for the necessary payroll transactions and maintain a sufficient balance in said account to be readily available at least two (2) banking days prior to Client's payroll check date. A sufficient balance, as referred to in the prior sentence, shall mean a balance able to cover all current payroll direct deposit transactions, including any tax balance, service fee balance, and any other balance, fee, or remittance in relation to the Services as agreed upon by CheckWise and Client; If taxes or other payments are to be paid directly from the Client's bank account, Client is responsible for having the funds available for collection when due;

(d) If for any reason, including but not limited to NSF in Client's account, Client's bank refuses to honor a payroll transaction, a fee of up to \$50.00 per NSF will be assessed to Client as CheckWise's reasonable costs. Under such circumstances, CheckWise may immediately terminate this Agreement without written notice. Should CheckWise so terminate this Agreement, CheckWise shall not be responsible or liable for making the then due payroll direct deposit transactions or any future payroll direct deposit transactions. Further, Client shall reimburse CheckWise for all costs in collection of any overdue amounts plus (i) interest at one and one half percent (1.5%) per month, and (ii) reasonable attorneys' fees. If there is a second instance of NSF then, in addition to any other rights that may be available to CheckWise at law, in equity or pursuant to this Agreement, CheckWise reserves the right to deduct Client's outstanding service fees from the funds held by CheckWise before any balance is submitted for payment or returned to Client. If, at any time, one or more payments have been released to an employee, vendor, or any tax authority that exceeds the funds available in Client's escrow balance, Client must wire funds to CheckWise to immediately cover the deficit. CheckWise reserves the right to cease further payments until a sufficient positive fund balance is obtained.

(e) Client shall immediately provide CheckWise with copies of any notices or correspondence received from any taxing authority with respect to any tax return(s) or tax deposit(s) made by CheckWise. Client shall immediately provide CheckWise with notification of any changes that will affect the impound of funds and/or the depositing of payroll taxes or filing of returns;

(f) Client agrees to comply with and be subject to the operating rules of NACHA governing ACH transactions, as such rules shall be in effect and may be amended from time to time, and agrees that it will not originate any transactions that are in violation of any applicable New York State, federal or local laws. CheckWise will utilize the NACHA System to transfer funds between Client, tax authorities and other payees, CheckWise, and Client's employees' designated accounts. Notwithstanding the foregoing, Client agrees to indemnify and hold each participating bank, NACHA, and CheckWise harmless from any claim related to the operation of these services arising from any act or omission of Client;

(g) Client shall not make any payment transactions under this Agreement that are considered international ACH transactions ("IAT"). IATs shall include credit or debit entries involving a financial agency (any entity authorized to accept deposits, transfer funds or issue money orders) if the office of the financial agency that is involved in the payment transaction (holding accounts that are debited or credited, receiving or making payments or serving as an intermediary in any part of the transaction) is outside of the United States; and

(h) Under the Unlawful Internet Gambling Enforcement Act ("UIGEA") of 2006, "Unlawful Internet Gambling" means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law or tribal lands in which the bet or wager is initiated, received or otherwise made." UIGEA prohibits any person engaged in the business of betting or wagering (as defined in the UIGEA) from knowingly accepting payments in connection with the participation of another person in Unlawful Internet Gambling. Client shall not make any payment transactions under this Agreement that are considered "Unlawful Internet Gambling".

Any and all payment obligations imposed upon Client pursuant to this Agreement shall expressly survive the expiration or earlier termination of this Agreement.

3. **ODFI, CLIENT AND SELF AUDITS.** As required by the NACHA Operating Rules, and to ensure the propriety of all transactions processed by CheckWise under this Agreement, CheckWise agrees that an Originating Depository Financial Institution ("ODFI") initiating transactions subject to this Agreement shall have the right to periodically audit CheckWise's and Client's compliance, as applicable, with the NACHA Operating Rules, all applicable local, state, federal and foreign regulations and laws, and this Agreement. Moreover, CheckWise agrees to, at Client's request, permit Client, Client's auditors or other authorized representatives to examine and inspect CheckWise's records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to this Agreement only to ensure the propriety of the transactions performed in rendering the Services and compliance will all applicable regulations, rules and laws. Costs of any such Client-directed audit shall be borne by the Client alone. CheckWise further agrees and warrants, throughout the Term, that it will conduct all self-audits as are required under the NACHA Operating Rules.

4. **STATUS; REPRESENTATIONS AND WARRANTIES.** CheckWise's status under this Agreement shall be that of an independent contractor and not that of an agent, partner or employee of Client. The Parties acknowledge and agree that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contractual relationship established hereby. Except as set forth herein, neither Party has

authority, actual, apparent or implied, to act for or on behalf of the other Party or to bind the Party in any manner whatsoever without the express written consent and approval of the other Party. CheckWise represents, warrants and agrees that: (i) it is an independent contractor and not Client's agent and will not hold itself out as such; (ii) its personnel are not agents or employees of Client for local, state or federal tax purposes or any other purpose whatsoever (and will not hold themselves out as Client's employees or agents); and (iii) its personnel are not entitled to treatment as Client employees, including but not limited to any Client employee benefits. Client has all company, partnership, corporate or other (as applicable) powers necessary for the making and performing of this Agreement. Client has taken all lawful action required to execute, deliver and perform this Agreement as well as all documents required to be executed and delivered by Client hereunder, and to make all of the provisions of this Agreement the valid and enforceable obligations they purport to be. This Agreement is executed by a duly authorized officer or representative of Client. All consents and approvals required to be obtained by Client in order for Client to be authorized to enter into and consummate this Agreement have been obtained by Client and no further approvals or consents are required for Client to consummate this Agreement. Client shall provide CheckWise with a copy of all such consents and authorizations upon request of CheckWise. Notwithstanding anything herein to the contrary, Client hereby acknowledges and agrees that CheckWise may execute documents relating to the Services as its "agent-in-fact" or similar title, unless otherwise expressly prohibited in writing to CheckWise by Client.

5. **COMPENSATION.** As consideration for providing the Services, Client shall pay CheckWise the amount(s) (the "Payroll Service Charge") and in the manner set forth in that certain Proposal, attached hereto and incorporated herein by this reference. The Payroll Service Charge is subject to change upon thirty (30) days written notice from CheckWise to Client. Client agrees to pay a minimum fee of \$15 per payroll for each payroll that did not result in the Payroll Service Charge. If Client does not have employment and requests to remain a client of CheckWise under an inactive status, Client agrees to pay a minimum fee of \$45 per quarter until they resume an active status or upon termination of services.

6. **TERMS OF PAYMENT.** Unless Client and CheckWise agree in writing to make and accept payment by check or other means, Client's payment of the Payroll Service Charge provided hereunder will be made as an authorized direct withdrawal by CheckWise from Client's designated account. In the event that a conflict exists between the terms of this Agreement and the terms of the attached Proposal, the terms of this Agreement shall control.

7. **COSTS OF COLLECTION.** In the event Client fails to pay, or is unable to pay, CheckWise all or part of the Payroll Service Charge within ten (10) days of when due hereunder, for any reason, CheckWise shall be entitled to a late payment charge equal to ten percent (10%) of the amount due, payable on demand, and Client shall reimburse CheckWise for all costs incurred by CheckWise in collecting any overdue amounts under this Agreement, including all costs and reasonable attorneys' fees. Notwithstanding anything herein to the contrary, the acceptance by CheckWise of partial payment of any of the Payroll Service Charge then due shall not be deemed a waiver by CheckWise of any of its rights to the full amount due. In addition, Client shall pay CheckWise interest on such overdue amounts at a rate equal to one and a half percent (1.5%) per month.

8. **SEVERABILITY.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, all of which shall otherwise be deemed valid and shall be enforced to the fullest extent permitted by law.

9. **LIMITATION OF LIABILITY.** CheckWise shall have no liability whatsoever to Client under this Agreement and shall not be liable to Client for damages of any kind but for actual damages incurred by Client (including any penalties and interest (but only interest to the extent and for the period that such funds were held by CheckWise) that may be imposed by a taxing authority) as a direct result of any actions or omissions of CheckWise proven to be fraudulent, grossly negligent or undertaken with willful misconduct. CHECKWISE EXPRESSLY DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY WARRANTY, EXPRESS OR IMPLIED, ARISING FROM A COURSE OF DEALING OR TRADE PRACTICE WITH RESPECT TO ANY OF THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT. Notwithstanding the foregoing, except for a claim arising out of fraud, gross negligence or willful misconduct, the liability of CheckWise to Client for any reason and upon any cause of action shall be limited to the total amount of Payroll Services Charges paid by Client to CheckWise during the prior twelve (12) month period.

10. **INDEMNIFICATION.** Each Party, and its shareholders, directors, officers, members, managers and agents (collectively, the "Indemnifying Party"), hereby agrees to indemnify, defend and hold harmless the other Party, and its shareholders, directors, officers, members, managers and agents (the "Indemnified Party"), from any and all claims, demands, actions, liabilities, damages, and expenses, including, but not limited to, court costs and reasonable attorneys' fees, arising out of or relating to any act or omission of, or breach of any representation or warranty by the other Party in connection with the terms and conditions of this Agreement. The Indemnified Party agrees to give the Indemnifying Party prompt notice of any such claim, demand, or action and shall, to the extent the Indemnified Party is not adversely affected, cooperate fully with the Indemnifying Party in defense and settlement of said claim, demand, or action. In addition, Client, and its shareholders, directors, officers, members, managers and agents, expressly agrees to indemnify, defend and hold CheckWise, and its members, managers and agents, harmless from any errors, penalties, and interest payment responsibility arising from incorrect deposits, filings, and payroll activity prior to the Effective Date. Each Party's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

11. **TERM.** This Agreement shall commence on the Effective Date and shall continue in force for a period of one (1) year (the "Initial

Term”); provided, however, that the Initial Term shall automatically renew for subsequent one (1) year terms (each, a “Renewal Term” and all, collectively with the Initial Term, the “Term”) unless and until a Party provides written notice to the other Party of its desire to terminate this Agreement as provided herein. Each Renewal Term shall be governed by the same terms and conditions of the Initial Term, unless otherwise agreed upon by the Parties in writing.

12. **TERMINATION.** Client may terminate this Agreement by providing CheckWise with at least thirty (30) days prior written notice of its desire to terminate. Except as otherwise stated in this Agreement, CheckWise may terminate providing Client with any or all of the Services, including tax service, with at least thirty (30) days prior written notice to Client of its desire to terminate.

13. **NOTICES.** Any notice given in connection with this Agreement shall be given in writing and shall be deemed given when delivered either by hand to the other Party or deposited for delivery by certified mail, return receipt requested, or with an overnight courier service, to the other Party at the other Party’s address stated herein. Notice may also be delivered by email or facsimile at the addresses listed below. Notice sent by electronic mail shall be deemed to have been received as of the date and time sent. Notice sent by facsimile shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving party. Either Party may change its address stated herein by giving notice of the change in accordance with this Section 13:

Client at:

Keith Hammond
Town Of Poestenkill, 38 Davis Drive, PO Box 210, Poestenkill, NY 12140

CheckWise at:

Bryan Geary
CheckWise Payroll LLC, 1 Winners Circle, STE 201, Albany, NY 12205
Fax: (518) 435-0561 Email: bryan@checkwisepayroll.com

14. **CONFIDENTIALITY.** The Services, and any information, software, methods, and practices relating to the Services provided by CheckWise under this Agreement, are proprietary to CheckWise and confidential in all respects. Client is not authorized to use or disclose any such confidential or proprietary information of CheckWise without the prior written authorization of CheckWise. Any breach by Client of this Section 14 shall be deemed a material breach of this Agreement.

15. **MEDIATION; ARBITRATION; VENUE.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (each, a “Dispute”) that cannot be resolved by amicable negotiation between the Parties within thirty (30) days shall be submitted to non-binding mediation conducted by a single mediator mutually agreed upon by the Parties, or, if the Parties cannot so agree, a single mediator will be chosen pursuant to the Commercial Mediation Rules of the American Arbitration Association (the “AAA Rules”). The Parties shall select a mediator within fifteen (15) days of the request for mediation. The mediation shall be conducted within the County of Albany, State of New York and in accordance with the AAA Rules. The fee and expenses of the mediation shall be borne equally by the Parties. If a Dispute is not resolved by mediation, either Party may demand binding arbitration in the County of Albany, State of New York in accordance with the AAA Rules, which shall be the exclusive means of resolution of all Disputes. Unless and to the extent the Parties otherwise agree, the AAA Rules and Article 75 of the New York CPLR shall govern the conduct of the arbitration. All costs and expenses of the arbitration, including reasonable attorneys’ fees, shall be paid by the non-prevailing Party, or as directed by the arbitrator(s) if the award is not substantially in favor of either Party. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. **WAIVER.** The failure of a Party to promptly enforce a right hereunder shall not constitute a waiver of such a right and the waiver by either Party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

17. **FORCE MAJEURE.** Neither Party hereto shall be considered in default in the performance of any obligation hereunder, to the extent that the performance of such obligation is prevented or delayed by a “Force Majeure” which, for purposes of this Agreement, shall mean a fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that Party, and which is beyond the reasonable control of that Party. The Parties shall take reasonable action to minimize the effects of any such event, occurrence or condition. Force Majeure shall not include lack of finances, changes in market conditions, or other similar financial or economic events.

18. **MODIFICATION.** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Client and CheckWise.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral, between Client and CheckWise.

20. **APPLICABLE LAW.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State

of New York without regard to its conflicts of law principles.

21. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For the purposes of this Agreement, a facsimile or emailed signature shall serve as an original.

22. **CAPTIONS.** The captions to the Sections in this Agreement are for the convenience of the Parties, and shall not affect the interpretation of this Agreement.

23. **ASSIGNS.** This Agreement may not be assigned by Client without CheckWise's prior written consent.

24. **PREAMBLE AND RECITALS.** The Preamble and Recitals to this Agreement are incorporated hereby and made a part hereof as if fully set forth herein.

CHECKWISE PAYROLL LLC, a New York Limited Liability Company (LLC)

By: _____

Print Name: Bryan Geary

Title: President

TOWN OF POESTENKILL, a State Government

By: _____

Print Name: Keith Hammond

Title: Town Supervisor

**WOJESKI & COMPANY CPAs, P.C.**159 Wolf Road, Albany, New York 12205 | Phone 518-477-1102 | Fax 518-477-1302 | www.wojeskico.com

December 9, 2021

Ms. Tiffany Buker
Town of Poestenkill
38 Davis Drive
Poestenkill, NY 12140

This letter is to confirm and specify the terms of our engagement with Town of Poestenkill for the year ended December 31, 2021 & 2022, and to clarify the nature and extent of the outsourced accounting services we will provide. Please sign and return a copy of this letter to confirm your understanding.

Our engagement is limited to performing the following services:

- 1) Prepare bank reconciliations for the following accounts:
 - a) Water Account (Separate QuickBooks)
 - b) Escrow Account
 - c) Summer Camp Account
 - d) Town Savings Account
 - e) Cash Account
 - f) Payables Account
 - g) Payroll Account
 - h) Money Market Account
- 2) Assistance with Accounts Payable. Enter payables and create checks to be printed two times a month.
- 3) QuickBooks Support
- 4) Prepare monthly management financial statements.

This engagement does not cover the preparation of any tax returns or audited, reviewed, or compiled financial statements, which, if we are to provide, will be covered under a separate engagement letter.

You are responsible for the safeguarding of assets, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the return(s) to us.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibilities for the results of such services.

We may provide you with a questionnaire or other document requesting specific information. Completing those forms will assist us in making sure you are well served for a reasonable fee. We will not verify the information you give us; however, we may ask for additional clarification of some information.

Our work in connection with outsourced accounting services does not include any procedures designed to discover defalcations or other irregularities, should any exist.

It is our policy to keep records for six years. However, we do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination

by governmental or regulatory agencies. By signing this engagement letter, you acknowledge and agree that upon the expiration of the six-year period, we are free to destroy these records.

Our fees for outsourced services will be based in part upon the amount of time required at our standard billing rates at a blended rate of \$100/Hour for the personnel working on the engagement, plus out-of-pocket expenses. All invoices are due and payable upon presentation.

The estimated time needed to complete the monthly agreed upon services is 15 – 20 hours or \$1,500 - \$2,000 per month plus out-of-pocket expenses.

We have the right to withdraw from this engagement if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to provide further outsourced accounting services and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

If the foregoing correctly sets forth your understanding of our outsourced accounting engagement, please sign this letter in the space below and return it to our office. If you disagree with any of these terms, please notify us immediately.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,

Wojeski & Company, CPAs, P.C.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns.

AGREED AND ACCEPTED BY:

Name/ Title (print):

Signature: _____

Date: _____



County Waste and Recycling Service, Inc.
 PO Box 431, Clifton Park, New York 12065
 P:(518) 877-7007 F:(518) 877-7337

VI.G
 CUSTOMER SERVICE AGREEMENT
 #00702598

SERVICE LOCATION

BILLING INFORMATION

Customer Name TOWN OF POESTENKILL - GARAGE
Account Number 6910-1150908
Address 190 PLANK RD
City, State, Zip POESTENKILL, NY, 12140
Contact tiffany buker
Phone (518) 283-5100
Email tbuker@poestenkilny.com

Customer Name TOWN OF POESTENKILL
Account Number 6910-1150908
Address 38 DAVIS DR
City, State, Zip POESTENKILL, NY, 12140
Contact tiffany buker
Phone (518) 283-5100
Email tbuker@poestenkilny.com

SERVICES AND RATES

Effective Date: 1/1/2022

Type	Quantity	Bin Size	Service Frequency	Service Type	Price
Recurring	1.00	4 Yard	1XW	4 YD 1X WK 1	\$75.00

ADDITIONAL COMMENTS

No Price Increase and Fuel Surcharge for the initial term of this agreement.

PAYMENT TERMS

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

The service agreement is for 36 months and the renewal period is for 0 months.

CUSTOMER

REPRESENTATIVE

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 12/14/2021

Duane Hromada
 Division Sales Manager
 County Waste and Recycling Service, Inc.

P: (518) 313-9580
 M: +1 5183139580
 @: duane.hromada@wasteconnections.com

**ARTICLE I
SERVICES RENDERED**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

**ARTICLE II
TERM**

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 0 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

**ARTICLE III
WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

**ARTICLE IV
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

**ARTICLE V
PAYMENTS**

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

**ARTICLE VI
RATE ADJUSTMENTS**

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article VI, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

**ARTICLE VII
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

**ARTICLE XIV
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

ARTICLE XVII

ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). Except as otherwise provided in Article XVIII, if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

ARTICLE XVIII

BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any controversy or claim (collectively "Claims") arising out of or relating to this Agreement or any prior agreement between the parties hereto, or the breach of such agreement(s), shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following controversies and claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties.

The parties hereto agree that any and all Claims, whether in arbitration or otherwise and whether relating to this Agreement or otherwise, must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding. Accordingly, each party hereby waives any and all rights to bring any Claim as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding.

This agreement to arbitrate Claims and waiver of class actions rights is governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.) and evidences a transaction in interstate commerce. Notwithstanding anything to the contrary herein or in the Rules, this Article shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, consolidated, collective or representative action, and only a court, and not an arbitrator, may adjudicate any contention that any portion of this Article is unenforceable, void or voidable.

ARTICLE XIX

CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

VII C

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

November 2021

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:		\$ 77.02
Marriage License	1 @ \$ 7.50	\$ 7.50
Marriage Certificate	1 @ \$10.00	\$ 10.00
A1255	Total Town Clerk Fees	\$ 94.52
A-1090	Penalties/Interest	\$
A1289	Registrar	\$ 70.00
A2655	Minor Sales – Copies (certified copy) –	\$
A2544	Local Fee for Dogs –	\$ 48.00
A2115	Planning Board Fees - \$ ZBA Fees - \$40.00	\$ 40.00
A2555	Building Permits	\$ 815.00
A-2545	Peddlers Permit	\$
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - \$ 425.00	
A2240	Misc. Water Charges -	
A2710	Water Permit Fee - 40.00	
1001	Water Billing - 8,103.86	
TOTAL WATER CHARGES		\$ 8,568.86
REVENUE TO SUPERVISOR		\$ 9,636.38
Amount paid to State Comptroller for Games of Chance License		\$
Amount paid to DEC for Conservation Licenses		\$ 1,319.98
Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program		\$ 14.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 22.50
TOTAL DISBURSED		\$ 1,356.48
Keith Hammond, Town Supervisor		\$
TOTAL AMOUNT RECEIVED BY CLERK		\$ 10,992.86
<p>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 November. Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of December 2021.</p>		

Susan Horton, Town Clerk

VII 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 November 2021

Exemption renewal applications for Agriculture, Clergy, Disability, and Non-Profit were prepared and mailed to property owners. Exemption forms and documentation can be returned in person, by mail, or by using the Town drop box located near the main Town Hall entry door.

New York State recently made changes to the law impacting the Senior Citizen Exemption. Seniors that are either newly applying or renewing for the Senior citizen Exemption (RP-467/RP-467-Rnw) must provide income for a specific tax year. For example, applications due by March 1, 2022, are required to include income for the 2020 tax year. We are waiting for the State to update these exemption forms before mailing to applicants.

The Assessor's Office continues to receive new deeds from the County as well as split/merger documents for processing. 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 – Jack Casey**

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

Date: December 9 , 2021

RE: Executive Summary Monthly Report

It has recently been suggested that an Executive Summary Monthly Report would be more effective for those with limited reading time rather than my past lengthy monthly reports. This is a valid suggestion and I will try to restrict these reports to 2 or 3 pages. If there is an issue which I think is important I will write a separate report FYI , as has been my past practice. Additionally, if there is a subject which you desire more specific information on please let me know and I will be happy to provide detailed information for you.

SUMMARY OVERVIEW: *CONFIDENTIAL*

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

MONTHLY PUBLIC HEALTH COORDINATOR REPORT: *CONFIDENTIAL*

Our involvement continues to be significant in the PFOS/PFOA 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. 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 sources .

On December 8th I joined our partners (RCDOH, NYSDOH, & NYSDEC and the AMS) at the PFOA/PFOS “Availability Sessions” tables in the Algonquin Middle School cafeteria, to represent the Town and answer residents’ questions “one-on-one”. The sessions were scheduled from 3-5 pm and 6-8 pm and went very well.

They reinforced our mutual inter-agency “working together” cooperation and updated the various aspects of the investigation and the agencies’ responses .

The 11/18/21 Town Board meeting was very positive and reflective of the fact that our residents see the significant expansion of involvement by the RCDOH, the NYSDOH, and the DEC. The DEC issued “Community Update” information and the scheduled December 8th “face to face” meeting with all of these agencies present was also important, as well as the latest specific information on test location progress to help identify the cause of the problem.

Until the new GAC (DEC installed) water filtration is tested, up and fully running, the Algonquin Middle School is continuing to use bottled water. They estimate that they will be off bottled water by Christmas and fully operational on their new system.

Of interest is that two residents wanted to test their wells (at their \$40 expense) for the presence of lead and copper. We helped by providing the test kit to both residents and taking them to the lab on 12/1/2021, thereby saving them the trip. I questioned one resident’s reason for requesting this type test and was told he has recently read about the lead issues of airborne transmission and was concerned because of a shooting range across the street. The other resident was in an entirely different location and just wanted to reassure himself of his well’s safety.

MONTHLY WATER DISTRICT’S OPERATIONAL REPORT:

All functions were performed properly, and all objectives were met, with emphasis on safe water quality test reports and on continuing to reduce lost water expenses. We completed 8 new water service installations during this period.

I continue to recommend that we explore the expansion to the Water District #1 as a solution to the contamination possibilities in wells and other factors while grant dollars are available. Recent developments for this recommendation are promising.

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 (15) 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.

THIS MONTH’S CORNY HUMOR:

An 81 year old grandmother went to her doctor’s office and requested birth control pills so that she could sleep better at night. The doctor told her that the birth control pills would not help her sleep better. She replied “Oh yes they will. I plan on crushing them up and putting them in my granddaughter’s breakfast cereal---and I’m sure that I will sleep better!”.



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 – Jack Casey

From: Tracy Church Code Enforcement/ Building Inspector

Date: December 08, 2021

RE: November/ December

OVERVIEW:

The Building Department/ Code Enforcement office continues to assist residents, builders, and other municipalities. We continue to address requests for building permits, inquiries for file searches and perform inspections required after permits are issued. Continued rainy weather has made for very wet soil conditions, as a result, increases the inquiries regarding the MS-4 enforcement requirements of the Town of Poestenkill, as a result this office has enlisted the assistance of the Town Engineer and the Highway superintendent to correct or explain a situation on Algonquin Beach Road involving an increase in ground water at an established residence (30 years) who had prior had no issues. It is the presumption of the Town Engineer (Tom Field) that the area of accumulation, (low area of property) was initially designed as a retainment area, however, was never prominent until new disturbances of uphill soil due to additional construction and the maintenance of the existing drainage ditch on Algonquin Beach Road, inquiries by those effected have been informed of these new findings.

A site visit with the Engineers for the Locvue sub-division, Ingalls Engineering, MS-4 obligations, was made to the Lochvue Estates to evaluate the conditions RE: SWPPP compliance. The finding was that there are 2 specific areas that do not meet the provisions of the stipulations of the SWPPP design, therefore the MS-4 Officer, Town of Poestenkill will Not sign off the release until all deficiencies are corrected. Specifically, Lot #1 is not adequately stabilized, and permanent vegetation is required for compliance. Lot #12 slopes and grades are not permanently stabilized or maintained as a vacant approved building lot. Lot 12 is being required as per the SWPPP to regrade and remove construction debris, old silt fencing and permanent vegetation is to be established for compliance. A spring 2022 target date has been suggested due to inability to do plantings at this time of year.

Sunday December 5, 2021, 6:41 P.M. 911 dispatch with the Poestenkill Fire Dept. to 1 Mohawk Drive for a chimney fire.

Wednesday December 9, 2021, 5:33 P.M. 911 dispatch with the Poestenkill Fire Dept. to 321 Fifty Six Rd. for a chimney fire.

Regarding complaints (Code Enforcement)

01. #20 Tymeson Road by neighboring parcels. Specifically, accumulation of junk, dismantled vehicles, and the presumed occupation of a camping trailer within the close proximity of the residence (20 Tymeson Road), an Order of Remedy has been issued with a 90-day compliance date set, with the understanding that if the situation listed is not correct within the allotted expiration date an appearance ticket will be issued.

02. 354 Snyders Corner Road (Casale) complaint regarding the structural condition of a large block building has deteriorated. Site visit found that a portion of the front overhead wall had collapsed, the owners were located and notified. Repairs are underway with a follow-up inspection to follow.

03. 14 Dennis Road continues to be a source of complaints, an appearance ticket had been issued in the spring of 2020, the situation is currently in the court system.

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

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: November 13th,2021-December 8th,2021

RE: Highway Activities

1. The beaver trapper has successfully trapped and removed two beavers from the culvert on Lincoln Rd. We are continuing to monitor the area and see if any others are present and/or creating issues. This location was the last problem spot we had left unresolved.
2. We spent some time creating new tie downs for two of our sanders ahead of the busy season. The metal was showing fatigue and worried me that they could break or fail, causing a sander to come loose while plowing.
3. Some of the crew members spent a day taking down the veteran's banners and flags for the winter. Luckily had some decent weather after the veteran's day holiday so the banners and flags weren't frozen or wet from snowy weather.
4. We have been out with the vac truck cleaning gutters and basins numerous times this fall attempting to stay ahead of the leaves falling.
5. Some of the crew members organized the pole barn out back to help us get more equipment under cover for the winter. It was beneficial and allowed us to get a lot more equipment out the weather.

6. Someone had run over and taken some no parking signs on Dennis Rd. We re-install a few posts with new “no parking” signs along the outbound lane. **Even with the signs parking continues to be a problem and an access hazard to the back half of Dennis Rd.**
7. Continued picking up bags of leaves from the residents throughout the fall.
8. I have had to have the mountain plow trucks in early numerous times this month due to elevation snowstorms that have been frequent and prevalent to East Poestenkill so far this season.
9. The first town wide accumulating snow fall of the season fell on Black Friday the 26th. Rain changed over to snow on the mountain first and created slippery travel. Our crew was out early and did our best to keep the town highways passable. The variation of snow totals was impressive for this storm with **18** inches falling at the town line on upper 56 rd., **14** inches in East Poestenkill, and an average of **3-5** inches throughout the village depending on location.
10. Cleaned off the bridge decks on the mountain roads with the loader so snow doesn't freeze under the rails and create ice issues once thawing occurs.
11. Vito and Rocco installed the Christmas lights at town hall recently. Sue and I decided to put the lights on the building this year instead of trying to hang from the maple tree. I think it looks nice and came out better that way. The boys did great job.
12. Had some shop days after the storm cleaning and emptying trucks, and then going through them all looking for any problems or issues needing correction. We rebuilt a couple of the D-blocks on the wings to secure them better, keep the springs tight, and have them functioning properly. Also installed some new updated lights on some of the trucks for better visibility in snowstorms.
13. We took down and cleaned up a group of dead ash trees that were in jeopardy of coming down in the roadway creating issues. Cleanup went well and turned out nice.
14. I had a truck take a couple of loads of scrap the port one afternoon. We had a bunch of old parts, old culverts, and various items to be scrapped. Price of scrap is up right now which worked in our favor. The two loads brought in \$960 dollars for the town.

15. Had a big tree come down on Beeker Rd during heavy winds. The tree took out Verizon wires and broke two telephone poles across the road. We closed the road and notified public safety, Verizon responded in a decent amount of time and fixed the problem that afternoon.
16. Vito and I spent one afternoon decorating a plow truck for Sand Lake's Holiday Parade. The truck was very festive and drew a bunch of compliments during the parade. Was a lot of fun and glad we entered the parade for the first time!
17. The generator at the highway garage has been having issues and we haven't been able to fix it. Found a company that services commercial generators and works on NYS bids, they came this week and looked at it. They determined the computer board is bad and needs to be replaced. Waiting on a quote for the parts and work to replace it before we move forward.
18. I put an order in for new culverts in the size of 12" and 15" diameter, since we used every last one this summer. They were delivered on the 7th of December and put us in good standing with culvert inventory.
19. The new 4x4 single axle plow truck has finally been built and inspected as of 11/22. It was just awaiting a trailer driver to transport it here from Texas with other rigs. The trailer left Texas and was in transit the 7th of December. Once it arrives here it will then head to Zwack's for the rest of the build process.
20. The front plow on truck 116 that does the 56 Rd. plow beat is in very poor condition, it is over twenty years old, and has been patched and welded on more times than I can recall. It is to the point that it needs to be replaced before it breaks beyond repair. If we can approve the purchase of a replacement from Zwack's this month it will give them the jump to build one and we can have it early January and pay for it next month in the new budget. Rather than waiting and not having it then until February. It was my plan to try and replace a couple next year given their age, but with the prices up on them I would like to go forward with one now and see how it goes.