

AGENDA
TOWN OF POESTENKILL
TOWN BOARD MEETING
October 21, 2021
Meeting will be at the Fire House @ 7pm

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 Hearing
2022 Tentative Budget

II. 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.

III. Town clerk Minutes-Meeting date(s)

- A. September 16, 2021- Town Board Minutes
- B. October 7, 2021-Workshop Minutes
- C. October 14, 2021- Workshop Minutes

IV. Presentation

None

V. Correspondence

Charter
Department of Public Service

**TOWN OF POESTENKILL
Preliminary Budget
2022**

TOWN OF POESTENKILL BUDGET SUMMARY 2022

Preliminary				
	APPROPRIATIONS PROVISIONS	LESS ESTIMATED REVENUE	LESS UNEXPENDED BALANCE	AMOUNT TO BE RAISED BY TAXES
A GENERAL	909,254.07	\$764,631.00	\$141,275.00	\$3,348.07
DA HIGHWAY	\$1,117,473.56	\$138,047.53	\$134,000.00	\$845,426.03
TOTAL	\$2,026,727.63	\$902,678.53	\$275,275.00	\$848,774.10
LIBRARY REFERNDUM	\$71,290.00			\$71,290.00

SPECIAL DISTRICTS				

FD205 POESTENKILL FIRE DIST.	\$343,352.56	\$0.00	\$0.00	\$343,352.56
TOTAL ADVALORUM SPECIAL DISTRICT	343,352.56			343,352.56
BENEFIT ASSESSED WATER DISTRICT	\$441,936.00	\$121,573.68		\$320,362.32
GRAND TOTAL	===== \$2,812,016.19 =====	===== \$1,024,252.21 =====	===== \$275,275.00 =====	===== \$1,583,778.98 =====

TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

GEN'L GOV'T SUPPORT						

		2020	2020	2021	2022	2022
	EXP.	ADOPTED	Actual	ADOPTED	Tentative	Preliminary
ACCOUNT	CODE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
A-1010 TOWN BOARD						
PERSONAL SERVICES	0.1	16,480.00	12,360.00	16,480.00	16,480.00	16,480.00
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL EXPENSE	0.4	1,000.00	12,360.00	1,000.00	1,000.00	1,000.00
TOTAL TOWN BOARD		17,480.00	24,720.00	17,480.00	17,480.00	17,480.00
A-1110 JUSTICE						
PERSONAL SERVICES	0.1	24,791.00	24,791.00	24,791.00	29,321.46	29,321.46
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL EXPENSE	0.4	1,200.00	895.18	1,300.00	1,300.00	1,300.00
TOTAL JUSTICE		25,991.00	25,686.18	26,091.00	30,621.46	30,621.46
A-1220 SUPERVISOR						
PERSONAL SERVICES	0.1	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00
DEPUTY SUPERVISOR	0.1	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
CONTRACTUAL EXPENSE	0.4	1,000.00	172.71	1,000.00	1,000.00	1,000.00
TOTAL SUPERVISOR		19,000.00	18,172.71	19,000.00	19,000.00	19,000.00
A-1240 SECRETARIAL						
PERSONAL SERVICES	0.1	27,017.00	27,017.00	27,017.00	28,600.00	28,600.00
EQUIPMENT	0.2	1,000.00	0.00	600.00	500.00	500.00
CONTRACTUAL EXPENSE	0.4	1,000.00	740.05	1,000.00	1,000.00	1,000.00
TOTAL SECRETARIAL		29,017.00	27,757.05	28,617.00	30,100.00	30,100.00

A-1315 ACCOUNTING							
PERSONAL SERVICES	0.1	11,033.00	11,010.34	11,033.00	12,096.00	12,096.00	
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00	
TOWNWIDE AUDIT	0.44	0.00	0.00	0.00	0.00	0.00	
CONTRACTUAL EXPENSE	0.4	7,000.00	5,767.23	6,300.00	8,000.00	8,000.00	
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TOTAL ACCOUNTING		18,033.00	16,777.57	17,333.00	20,096.00	20,096.00	
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GEN'L GOV'T SUPPORT - CON'T							

		2020	2020	2021	2022	2022	
	EXP.	ADOPTED	Actual	ADOPTED	Tentative	Preliminary	
	CODE	BUDGET		BUDGET	BUDGET	BUDGET	
A-1355 ASSESSOR							
PERSONAL SERVICES	0.1	15,160.00	13,717.74	19,000.00	22,000.00	22,000.00	
ASSESSORS CLERK	0.11	16,078.94	15,198.94	13,832.00	21,424.00	21,424.00	
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00	
CONTRACTUAL EXPENSE	0.4	3,500.00	3,066.18	2,400.00	2,400.00	2,400.00	
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TOTAL ASSESSOR		34,738.94	31,982.86	35,232.00	45,824.00	45,824.00	
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A-1410 TOWN CLERK							
PERSONAL SERVICES	0.1	43,283.50	42,934.12	43,283.50	44,581.51	44,581.51	
DEPUTY TOWN CLERK	0.1	5,887.44	5,887.44	6,607.44	8,544.00	8,544.00	
EQUIPMENT	0.2	0.00		0.00	0.00	0.00	
CONTRACTUAL EXPENSE	0.4	6,000.00	6,000.00	6,000.00	7,500.00	7,500.00	
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TOTAL TOWN CLERK		55,170.94	54,821.56	55,890.94	60,625.51	60,625.51	
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A-1420 LAW							
PERSONAL SERVICES	0.1	30,000.00	30,000.00	30,000.00	30,000	30,000	
EQUIPMENT	0.2	500.00	0.00	500.00	500.00	500.00	
CONTRACTUAL EXPENSE	0.4	20,476.00	5,563.00	18,000.00	20,000	20,000	
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TOTAL LAW		50,976.00	35,563.00	48,500.00	50,500	50,500	
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A-1440 ENGINEER						
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL EXPENSE	0.4	1,500.00	0.00	1,350.00	1,350.00	1,350.00
TOTAL ENGINEER		1,500.00	0.00	1,350.00	1,350.00	1,350.00
A-1620 BUILDINGS						
PERSONAL SERVICES	0.1	5,610.00	4,099.63	5,610.00	5,000.00	5,000.00
EQUIPMENT	0.2	1,000.00	0.00	1,000.00	1,000.00	1,000.00
ENERGY IMPROVEMENT/EN	0.2	1,000.00	0.00	1,000.00	1,000.00	1,000.00
CONTRACTUAL EXPENSE	0.4	35,000.00	31,751.20	25,000.00	27,000.00	27,000.00
LIBRARY	0.41	10,000.00	3,555.38	3,000.00	3,000.00	3,000.00
TOTAL BUILDINGS		52,610.00	39,406.21	35,610.00	37,000.00	37,000.00
A-1680 DATA PROCESSING						
EQUIPMENT	0.2	7,000.00	6,832.18	7,000.00	7,000.00	7,000.00
CONTRACTUAL	0.4	3,000.00	2,760.74	2,700.00	9,600.00	9,600.00
TOTAL DATA PROCESSING		10,000.00	9,592.92	9,700.00	16,600.00	16,600.00

GEN'L GOV'T SUPPORT - CON'T						

		2020	2020	2021	2022	2022
	EXP.	ADOPTED	Actual	ADOPTED	Tentative	Preliminary
	CODE	BUDGET		BUDGET	Budget	Budget
A-1690 BANK SERVICE CHAF	0.4	3,000.00		3,000.00		
A-1910 INSURANCE.	0.4	38,000.00	35,972.07	38,000.00	41,000.00	41,000.00
A-1920 MUN. ASSN. DUES	0.4	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
A-1989 WEB SITE	0.4	1,500.00	875.00	1,500.00	1,500.00	1,500.00
A-1990 CONTINGENCY	0.4	19,000.00	5,713.45	19,000.00	19,000.00	19,000.00
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TOTAL GEN'L GOV'T SUPPORT		377,016.88	328,040.58	357,303.94	391,696.97	391,696.97
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A-FUND-2022 -BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

PUBLIC SAFETY						

		2020	2020	2021	2022	2022
	EXP.	ADOPTED	Actual	ADOPTED	Tentative	Preliminary
ACCOUNT	CODE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
A-3310 STREET SIGNS	0.2	1,500.00	0.00	1,500.00	1,500.00	1,500.00
A-3510 CONTROL OF DOGS						
PERSONAL SERVICES	0.1	7,409.00	7,409.00	7,409.00	7,631.27	7,631.27
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00
KENNEL EXPENSE	0.4	2,400.00	0.00	1,000.00	1,000.00	1,000.00
TOTAL CONTROL OF DOGS		9,809.00	7,409.00	8,409.00	8,631.27	8,631.27
A-3620 CODE ENFORCEMENT						
PERSONAL SERVICES	0.1	28,800.00	28,800.00	28,800.00	28,800.00	28,800.00
CLERK	0.1	13,000.00	3,106.48	10,200.00	10,200.00	10,200.00
EQUIPMENT	0.2	0.00	0.00	500.00	0.00	0.00
Truck Fuel					2000	2000
TRUCK MAINTENANCE	0.4	500.00	0.00	1,200.00	500.00	500.00
CONTRACTUAL EXPENSE	0.4	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00
TOTAL SAFETY INSPECTION		44,500.00	34,106.48	42,900.00	43,700.00	43,700.00
Public Health Coordinator	0.1				2000	2000
TOTAL PUBLIC SAFETY		55,809.00	41,515.48	52,809.00	55,831.27	55,831.27

TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

HEALTH						

		2020	2020	2021	2022	2022
ACCOUNT	EXP. CODE	ADOPTED BUDGET	Actual BUDGET	ADOPTED BUDGET	Tentative BUDGET	Preliminary BUDGET
A-4020 REGISTRAR VITAL						
STATISTICS						
PERSONAL SERVICES	0.1	2,732.58	2,732.58	2,732.58	2,814.55	2,814.55
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL EXPENSE	0.4	0.00	0.00	0.00	0.00	0.00
TOTAL HEALTH		2,732.58	2,732.58	2,732.58	2,814.55	2,814.55
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TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

TRANSPORTATION						

ACCOUNT	EXP. CODE	2020 ADOPTED BUDGET	2020 Actual BUDGET	2021 ADOPTED BUDGET	2022 Tentative BUDGET	2022 Preliminary Budget
A-5010 SUPT. OF HIGHWAYS						
PERSONAL SERVICES	0.1	64,585.38	64,585.38	64,585.38	64,585.38	64,585.38
EQUIPMENT	0.2	500.00	0.00	500.00	500.00	500.00
CONTRACTUAL EXPENSE	0.4	1,000.00	990.00	2,000.00	2,000.00	2,000.00
TOTAL SUPT. OF HIGHWAYS		66,085.38	65,575.38	67,085.38	67,085.38	67,085.38
A-5132 TOWN GARAGE						
PERSONAL SERVICES	0.1	0.00	0.00	0.00		
EQUIPMENT	0.2	0.00	0.00	0.00		
CONTRACTUAL EXPENSE	0.4	88,000.00	82,822.07	30,000.00	38,000	38,000
TOTAL TOWN GARAGE		88,000.00	82,822.07	30,000.00	38,000	38,000
A-5182 STREET LIGHTING						
CONTRACTUAL EXPENSE	0.4	14,000.00	11,430.43	14,000.00	14,000.00	14,000.00

TOTAL TRANSPORTATION		168,085.38	159,827.88	111,085.38	119,085.38	119,085.38

TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUNG-APPROPRIATION						

ECONOMIC ASSISTANCE						

		2020	2020	2021	2022	2022
ACCOUNT	EXP. CODE	ADOPTED BUDGET	ACTUAL BUDGET	ADOPTED BUDGET	Tentative BUOGET	Preliminary BUDGET
A-6510 VETERANS SERVICES	0.4	3,750.00	0.00	3,750.00	3,750.00	3,750.00
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TOTAL ECONOMIC ASSISTANCE		3,750.00	0.00	3,750.00	3,750.00	3,750.00
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TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

CULTURE & RECREATION						

		2020	2020	2021	2022	2022
ACCOUNT	EXP. CODE	ADOPTED BUDGET	ACTUAL BUDGET	ADOPTED BUDGET	TENTATIVE BUDGET	PRELIMINARY BUDGET
A-7310 YOUTH PROGRAMS						
YOUTH DIRECTOR	0.1	9,800.00	9,800.00	9,800.00	9,800.00	9,800.00
PERSONAL SERVICES	0.1	50,000.00	21,409.10	47,500.00	85,000.00	85,000.00
EQUIPMENT	0.2	500.00	264.67	500.00	500.00	500.00
CONTRACTUAL EXPENSE	0.4	31,325.00	15,961.15	29,687.00	55,000.00	55,000.00
TOTAL YOUTH PROGRAMS		91,625.00	47,434.92	87,487.00	150,300.00	150,300.00
A-7311 PARK LAND CAPITAL						
		1,000.00	0.00	1,000.00	1,000	1,000
A-7410 LIBRARY						
PERSONAL SERVICES	0.1	0.00	0.00	0.00	0.00	0.00
EQUIPMENT	0.2	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL EXPENSE	0.4	0.00	0.00	0.00	0	0
SPECIAL PROJECT	0.41	10,000.00	4,028.86	0.00	0.00	0.00
TOTAL LIBRARY		10,000.00	4,028.86	0.00	0.00	0.00
A-7510 HISTORIAN						
PERSONAL SERVICES	0.1	4,433.00	4,433.00	4,433.00	4,565.90	4,565.90
EQUIPMENT	0.2	0.00	0.00	1,000.00	1,000.00	1,000.00
CONTRACTUAL EXPENSE	0.4	5,000.00	4,394.36	5,000.00	5,000.00	5,000.00
TOTAL HISTORIAN		9,433.00		10,433.00	10,565.90	10,565.90
A-7620 SENIOR CITIZENS						
CONTRACTUAL EXPENSE	0.4	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00
TOTAL CULTURE & RECREATION		114,808.00	55,213.78	101,670.00	164,615.90	164,615.90

TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

HOME & COMMUNITY SERVICE						

		2020	2020	2021	2022	2022
ACCOUNT	EXP. CODE	ADOPTED BUDGET	ACTUAL BUDGET	ADOPTED BUDGET	TENTATIVE BUDGET	PRELIMINARY BUDGET
A-8010 ZONING						
PERSONAL SERVICES	0.1	8,724.00	6,317.54	8,724.00	9,000.00	9,000.00
EQUIPMENT	0.2	100.00	0.00	100.00	100.00	100.00
CONTRACTUAL EXPENSE	0.4	1,000.00	782.74	1,000.00	1,000.00	1,000.00
TOTAL ZONING		9,824.00	7,100.28	9,824.00	10,100.00	10,100.00
A-8020 PLANNING						
PERSONAL SERVICES	0.1	19,802.33	17,729.72	20,302.33	22,000.00	22,000.00
EQUIPMENT	0.2	500.00	0.00	0.00	0.00	0.00
CONTRACTUAL EXPENSE	0.4	1,900.00	1,433.09	1,900.00	12,000.00	12,000.00
TOTAL PLANNING		22,202.33	19,162.81	22,202.33	34,000.00	34,000.00
A- 8030 TOWN WIDE PLANNING						
CONTRACTUAL	0.4	0.00	0.00	0.00	0.00	0.00
		0.00		0.00		
A-8160 REFUSE & GARBAGE						
PERSONAL SERVICES	0.1	0.00	0.00	0.00		
EQUIPMENT	0.2	0.00	0.00	0.00		
CONTRACTUAL EXPENSE	0.4	0.00	0.00	0.00		
WELL TESTING	0.41	6,200.00	4,770.00	5,580.00	6,500.00	6,500.00
LANDFILL/FILTER	0.42	0.00	0.00	0.00		
LANDFILL/PROF.	0.43	0.00	0.00	0.00		
HAZORDOUS WASTE	0.44	0.00	0.00	0.00		
TOTAL REFUSE & GARBAGE		6,200.00	4,770.00	5,580.00	6,500.00	6,500.00
A-8170 RENEWABLE ENERGY						
CONTRACTUAL EXPENSE	0.4	0.00	0.00	0.00		
A-8389 MS4.1						
CONTRACTUAL EXPENSE	0.4	2,000.00	0.00	2,000.00	2,000.00	2,000.00
A-8510 COMMUNITY BEAUTIFICATION						
CONTRACTUAL EXPENSE - FLAGS	0.4	2,000.00	2,000.00	3,000.00	3,000.00	3,000.00
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TOTAL HOME & COMMUNITY SERVICE		42,226.33	33,033.09	42,606.33	55,600.00	55,600.00
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TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

EMPLOYEE BENEFITS						

		2020	2020	2021	2022	2022
	EXP.	ADOPTED	Actual	ADOPTED	Tentative	Preliminary
ACCOUNT	CODE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
A-9010 STATE RETIREMENT	0.8	38,000.00	36,300.33	38,500.00	38,500.00	38,500.00
A-9030 SOCIAL SECURTY	0.8	22,500.00	22,500.00	26,500.00	27,560.00	27,560.00
A-9035 MEDICARE	0.8	6,700.00	5,602.66	10,700.00	10,700.00	10,700.00
A-9040 WORKER'S COMP	0.8	7,000.00	7,000.00	5,600.00	5,600.00	5,600.00
A-9055 DISABILITY INS.	0.8	500.00	323.29	500.00	500	500
A-9060 HOSPTL & MED INS	0.8	33,000.00	23,512.62	25,000.00	33,000.00	33,000.00
A-9020NYS UNEMPLOYMENT			8,658.00			
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TOTAL EMPLOYEE BENEFITS		107,700.00	103,896.90	106,800.00	115,860.00	115,860.00
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TOWN OF POESTENKILL						
A-FUND-2022-BUDGET						
GENERAL TOWNWIDE FUND-APPROPRIATION						

INTERFUND TRANSFERS						

ACCOUNT	EXP. CODE	2020 ADOPTED BUDGET	2020 Actual BUDGET	2021 ADOPTED BUDGET	2022 Tentative Budget	2022 Preliminary Budget
A-9901 TRANS-OUT FUNDS TO HIGHWAY	0.9	0.00	0.00	0.00	0.00	0.00
A-9950 TRANSFER TO CAPITAL FUND PROJECT	0.9	75,000.00	0.00	0.00	0.00	0.00
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TOTAL INTERFUND TRANSFERS		75,000.00	0.00	0.00	0	0
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TOTAL GEN'L FUND APPRO.		872,128.17	724,260.29	778,757.23	909,254.07	906,439.52
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TOWN OF POESTENKILL

A-FUND-2022-BUDGET
GENERAL TOWNWIDE FUND-REVENUES

CODE	SOURCE	2020	2020	2021	2022	2022
		ADOPTED BUDGET	Actual BUDGET	ADOPTED BUDGET	Tentative BUDGET	Preliminary BUDGET
A-1001	REAL PROPERTY TAXES	43,797.17	43,797.17	43,731.23		
A-1090	INT. & PENT. ON PROP. TAXES	5,000.00	4,466.67	4,000.00	4,000.00	4,000.00
A-1120	SALES TAX DISTRIBUTION BY COUNTY	425,000.00	499,236.68	300,000.00	400,000.00	400,000.00
A-1170	FRANCHISE TAX	60,000.00	62,454.92	60,000.00	60,000.00	60,000.00
A-1255	TOWN CLERK FEES	600.00	1,404.54	600.00	800	800
A-1289	REGISTRAR FEES	800.00	1,160.00	800.00	600	600
A-2115	PLANNING BOARD FEES	2,000.00	2,747.72	2,000.00	2000	2000
A-2110	ZONING BOARD FEES	200.00	360.23	450.00	450	450
	HOST FEES- BEAUTIFICATION	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A-2268	DOG CONTROL SERVICES	300.00	0.00	100.00	50	50
A-2401	INTEREST & EARNINGS	6,000.00	6,400.80	1,000.00	1,000.00	1,000.00
A-2410	RENTAL OF REAL PROPERTY	1.00	1.00	1.00	1	1
A-2501	JUNKYARD LICENSE	200.00	150.00	300.00	200	200
A-2530	GAMES OF CHANCE	20.00	20.00	20.00	20	20
A-2544	DOG LICENSES	1,300.00	1,287.00	1,400.00	1600	1600
A-2545	PEDDLER'S LICENSE	0.00	50.00	50.00	50	50
A-2555	BUILDING & ALTERATION PERMITS	10,000.00	12,227.73	10,000.00	10,000	10,000
A-2610	FINES & FORFEITED BAIL	10,000.00	8,069.00	10,000.00	10,000	10,000
A-2655	MINOR SALES	100.00	125.24	100.00	50	50
A-2770	COPIER SALES	10.00	308.32	10.00	10	10
A-2706	GIFTS-YOUTH PROGRAMS	60,000.00	19,938.33	53,000.00	125,000	125,000
A-3001	STATE REVENUE SHARING	37,000.00	37,181.00	37,000.00	37,000.00	37,000.00
A-3005	MORTGAGE TAX	100,000.00	138,287.23	100,000.00	100,000.00	100,000.00
A-3050	JUSTICE GRANT	0.00		0.00	0	0
A-3060	ARCHIVE GRANT	0.00		0.00	0	0
A-3070	STATE AID- HUDSON RIVER GREENWAY	0.00		0.00	0	0
A-3820	STATE AID-YOUTH PROGRAMS	1,800.00	4,046.00	1,500.00	1800	1800
A-3960	SEMA	0.00		0.00	0	0
TOTAL GENERAL FUND REVENUES		774,128.17	853,719.58	636,062.23	764,631.00	764,631.00
TOTAL LESS TAX LEVY		730,331.00	809,922.41	592,331.00	764,631.00	764,631.00

TOWN OF POESTENKILL						
DA-FUND-2022-BUDGET						
HIGHWAY TOWNWIDE APPROPRIATION						

TRANSPORTATION						

ACCOUNT	EXP. CODE	2020 ADOPTED BUDGET	2020 Actual BUDGET	2021 ADOPTED BUDGET	2022 Tentative BUDGET	2022 Preliminary BUDGET
DA-5110 STREET MAINTENANCE						
PERSONAL SERVICES	0.1	127,100.00	117,002.96	130,175.00	135,000	135,000
CONTRACTUAL EXPENDITURE	0.4	63,500.00	35,252.89	63,500.00	63,500.00	63,500.00
TOTAL STREET MAINTENANCE		190,600.00	152,255.85	193,675.00	198,500.00	198,500.00
Storm Water Management	2.4					
DA-5112 PERMANENT IMPROVEMENTS						
CAPITAL OUTLAY	0.2	211,000.00	201,385.32	211,000.00	231,000	231,000
DA-5120 BRIDGE MAINTENANCE						
PERSONAL SERVICES	0.1	0.00	0.00			
CAPITAL OUTLAY	0.2	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
CONTRACTUAL EXPENDITURE	0.4	0.00	0.00			
TOTAL BRIDGE MAINTENANCE		10,000.00	10,000.00	10,000.00	10,000	10,000
DA-5130 MACHINERY						
PERSONAL SERVICES	0.1	0.00	0.00			
CAPITAL OUTLAY	0.2	224,000.00	10,962.18	140,000.00	195,423.56	195,423.56
CONTRACTUAL EXPENDITURE	0.4	60,000.00	43,236.43	60,000.00	60,000	60,000
TOTAL MACHINERY		284,000.00	54,198.61	200,000.00	255,423.56	255,423.56
DA-5142 SNOW REMOVAL						
PERSONAL SERVICES	0.1	180,400.00	174,629.33	184,500.00	190,000	190,000
CONTRACTUAL EXPENDITURE	0.4	80,000.00	69,846.11	80,000.00	84,000	84,000
TOTAL SNOW REMOVAL		260,400.00	244,475.44	264,500.00	274,000	274,000
TOTAL TRANSPORTATION		956,000.00	662,315.22	879,175.00	968,923.56	968,923.56

TOWN OF POESTENKILL						
DA-FUND-2022-BUDGET						
HIGHWAY TOWNWIDE APPROPRIATION						

EMPLOYEE BENEFITS						

ACCOUNT	EXP. CODE	2020 ADOPTED BUDGET	2020 Actual BUDGET	2021 ADOPTED BUDGET	2022 Tentative BUDGET	2022 Preliminary BUDGET
DA-9010 STATE RETIREMENT	0.8	38,000.00	32,019.33	38,000.00	38,000.00	38,000.00
DA-9030 SOCIAL SECURITY	0.8	17,000.00	19,564.58	15,300.00	16,000.00	16,000.00
DA-9035 MEDICARE	0.8	6,000.00	4,371.19	5,400.00	5,400.00	5,400.00
DA-9040 WORKER'S COMP.	0.8	6,700.00	6,128.42	5,500.00	5,500.00	5,500.00
DA-9055 DISABILITY INSURANCE	0.8	650.00	562.85	650.00	650.00	650.00
DA-9060 HOSPITAL & MED. INS.	0.8	90,000.00	84,351.43	80,000.00	83,000.00	83,000.00
=====						
TOTAL EMPLOYEE BENEFITS		158,350.00	146,997.80	144,850.00	148,550.00	148,550.00
=====						
Total Highway Appropriations		1,114,350.00	809,313.02	1,024,025.00	1,117,473.56	1,117,473.56

TOWN OF POESTENKILL						
DA-FUND-2022-BUDGET						
HIGHWAY TOWNWIDE REVENUES						
CODE	SOURCE	2020	2020	2021	2022	2022
		ADOPTED BUDGET	Actual BUDGET	ADOPTED BUDGET	Tentative BUDGET	Preliminary BUDGET
DA-1001	REAL PROPERTY TAXES	805,100.00	805,100.00	803,375.00		
DA-2401	INTEREST & EARNINGS	6,000.00	6,382.76	1,000.00	1,000.00	1,000.00
DA-2650	SALES OF SCRAP	250.00	265.35	250.00	250	250
DA-2775	MAINT RC	15,000.00	8,732.84	15,000.00	11,000.00	11,000.00
	BOND REVENUE	0.00	0.00	0.00	0.00	0.00
DA-2601	TRANSFER FROM GENERAL	0.00	0.00	0.00	0.00	0.00
DA-3069	STATE AID-OTHER	0.00	0.00	0.00	36,835.88	36,635.68
DA-3501	CONSOL. HIGHWAY AID	86,000.00	103,311.91	70,400.00	86,961.65	86,961.65
DA-4960	FEMA	0.00	0.00	0.00		
DA-3960	SEMA	0.00	0.00	0.00		
=====						
TOTAL HIGHWAY TOWNWIDE REVENUES		914,350.00	923,612.66	690,025.00	136,047.53	136,047.53
=====						
TOTAL LESS TAX LEVY		109,250.00	118,712.66	86,650.00	136,047.53	136,047.53

**TOWN OF POESTENKILL
WATER DISTRICT-2022-BUDGET**

		2020	2020	2021	2022	2022
ACCOUNT	EXP. CODE	ADOPTED BUDGET	Actual BUDGET	ADOPTED BUDGET	Tentative BUDGET	Preliminary BUDGET
Administration						
Contingency	1990.4	\$0.00	\$0.00	20,000.00	20,000	20,000
Billing Equipment	8310.2	16,120.00	16,115.00	3,500.00	4,000	4,000
Collection - Town Clerk	8310.11	4,840.00	4,840.00	4,840.00	4,986	4,986
Collection - Assessors Clerk	831012	0.00	0.00	0.00	0.00	0.00
Collection - Assistant Town Clerk	8310.13	2,060.00	0.00	2,060.00	3,000.00	3,000.00
811 dig Safely Designee	8310.12	2,000.00	2,000.00	2,000.00	3,000	3,000
Reporting	8310.41	5,150.00	4,798.40	5,150.00	5,150.00	5,150.00
Legal Services	8310.42	1,000.00	0.00	1,000.00	500.00	500.00
Administration-Maintenance	8310.43	1,000.00	927.85	1,000.00	1,000.00	1,000.00
Water Manager	8310.1	25,000.00	25,000.00	25,000.00	25,750	25,750
Truck Maintenance		1,000.00	709.09	1,000.00	500.00	500.00
Truck Fuel					950.00	950.00
Water Assistant Manager	8310.11	9,090.00	9,090.00	9,090.00	14,000	14,000
Administration Contractual	8310.4	10,500.00	10,500.00	10,500.00	10,000.00	10,000.00
Water Manager Equipment	8311.12	0.00	0.00	0.00	0	0
Total Administration		77,760.00	73,980.34	65,140.00	72,836.00	92,836.00
Source of Supply, Power & Pumping						
Repairs	8320.4	12,000.00	5,525.28	12,000.00	23,000	23,000
Electricity	8320.41	3,800.00	2,364.59	3,800.00	4,000.00	4,000.00
Lab Fees	8320.42	3,500.00	3,463.93	3,500.00	4,000.00	4,000.00
Purchase of Water	8320.43	105,000.00	104,942.03	110,000.00	110,000.00	110,000.00
Total Source of Supply		124,300.00	116,295.83	129,300.00	141,000.00	141,000.00
Transmission and Distribution						
Unmetered Water Flushing	8340.4	5,500.00	0.00	1,500.00	0.00	0.00
Chlorine	8340.41	850.00	850.00	1,000.00	1,400.00	1,400.00
Total Transmission and Distribution		6,350.00	850.00	2,500.00	1,400.00	1,400.00
Employee Benefits						
Retirement	9010.8	5,500.00	5,420.34	5,500.00	5,500.00	5,500.00
Social Security	9030.8	1,900.00	1,750.57	3,100.00	3,100.00	3,100.00
Medicare	9035.8	500.00	409.41	700.00	700.00	700.00
Workers Comp	9040.8	2,000.00	1,000.00	2,000.00	2,000.00	2,000.00
Total Employee Benefits		9,900.00	8,580.32	11,300.00	11,300.00	11,300.00
Debt Service						
Principal Payment to Brunswick		45,000.00	39,627.52	45,000.00	45,000.00	45,000.00
Bond Payment		148,100.00	148,100.00	148,100.00	148,100.00	148,100.00
Interest Payment to Brunswick		2,300.00	734.05	2,300.00	2,300.00	2,300.00
Total Debt Service		195,400.00	188,461.57	195,400.00	195,400.00	195,400.00
Total Appropriations		413,710.00	388,168.06	403,640.00	421,936.00	441,936.00

WATER DISTRICT-2022-BUDGET						
CODE	SOURCE	2020 ADOPTED BUDGET	2020 Actual BUDGET	2021 ADOPTED BUDGET	2022 Tentative BUDGET	2022 Preliminary BUDGET
1010	BENEFIT ASSESSMENT	283,680.00	288,090.00	303,360.00	320,368.68	320,368.68
1020	OUTER DISTRICT	4,410.00	4,828.15	4,704.00	5,243.68	5,243.68
2140	METERED SALES	105,000.00	95,789.38	107,730.00	107,730.00	107,730.00
	UNMETERED SALES	500.00	2,088.94	1,500.00	500.00	500.00
	INSPECTION FEES	1,500.00	0.00	1,000.00	2,000.00	2,000.00
2301	PENALTIES	500.00	487.81	1,000.00	500.00	500.00
2401	INTEREST EARNED	6,000.00	0.00	1,000.00	0.00	0.00
2710	TAP FEES	500.00	640.00	600.00	600.00	600.00
2720	METER SALES	2,000.00	4,635.00	2,750.00	5,000.00	5,000.00
2801	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00
	TOTAL REVENUE	404,090.00	396,559.28	423,644.00	441,942.36	441,942.36
	TOTAL LESS BENEFIT ASSESSMENT	120,410.00	108,469.28	120,284.00	121,573.68	121,573.68
*****		=====	=====	=====	=====	=====

VI. Liaison Reports

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

VII. Discussion Items

- A. Update to Local Law- Dog Control Officer

VII. Action Items

- A. APPROVAL OF TERRY HOUSER AS COURT CLERK AT A RATE OF \$20.87 PER HOUR PAID MONTHLY
- B. SCHEDULING PUBLIC HEARING FOR WHITE CHURCH PDD
- C. APPROVE WAYNE BONESTEEL AS TOWN ENGINEER BEGINNING JANUARY 1ST, 2022
- D. APPROVAL OF CONTRACT FOR TOWN HALL STREAM
- E. RESOLUTION PAYING FOR WELL TESTING RE: PFOA CONTAMINATION
- F. APPROVAL OF MOHAWK AND HUDSON RIVER HUMANE SOCIETY AGREEMENT
- G. APPROVAL OF LIBRARY AGREEMENT
- H. APPROVAL OF 2022 TENTATIVE BUDGET

VIII. 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

Auditing Bills 7pm regular business to follow.
November 18th at 7pm- Town Board Meeting

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
September 16, 2021
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present (via Zoom)
Councilman Wohlleber	Present
Supervisor Hammond	Absent

NON-VOTING MEMBERS

Susan Horton, Town Clerk
Jack Casey, Town Attorney

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

Councilman Wohlleber opened the meeting with the Pledge of Allegiance and informed the audience that Supervisor Hammond was absent due to the death of his father. Our thoughts and prayers are with the Hammond family during this difficult time. Councilman Wohlleber suggested that if any audience members had questions regarding PFOA's to hold their comments until after R. Brunet, Water Manager gave his report on that issue. With that said, Councilman Wohlleber open the floor for all other comments at 7:05 p.m.

Public Comment Period - S. Bidwell and another Deer Creek resident strongly stated their objections to the PDD Proposal. Briefly listed are some of their objections:

- Objections to the cluster septic field concept and the possible negative impact on nearby wells.
- Mr. Bidwell stated that the Planning Board hired, at the town's expense, a professional engineering concern to study and report on the proposed PDD. T. Fields, Engineer for the town sent a written report to the Planning Board Chairman siting many issues which needed to be addressed before the proposal was advanced.
- Mr. Bidwell stated that he had other concerns regarding the proposed PDD which included the road access to route 351 and the lack of a DOT report.
- The stormwater management pond issue, as stated in Mr. Field's report.
- The use of a homeowner's association was questioned, and T. Field's report questioned the acceptability of a HOA by the RCDOH.

T. Buker, Planning/Zoning Clerk commented on the process. She said that this detail does not all have to be addressed right now, at this step. She said that the PDD would require a Zoning change to make the area residential. She said that if the Zoning change was approved then the proposal would go to the Planning Board as a Major Subdivision application. She stated that the issue on the table right now was to vote on establishing a public hearing regarding the proposed zoning change. At this point Mr. Bidwell again stated that the town paid Mr. Fields to perform his evaluation of the project and that the town needs to get answers to those specific issues before proceeding. Councilwoman Butler commented that the proposal was now in the "concept phase". R. Brunet wanted it clearly stated in the minutes that if the proposed PDD got to the major subdivision application stage, that they would be required, in accordance with Local Law 111 to establish a "Drainage District" as was done with Quail Meadows. Mr. Kronau concurred. B. Burrige, town resident very strongly expressed her negativity toward the concept in Poestenkill. she said that she did not want to see her town turned into what some other towns

have become. She said that once we went down this road there was no going back, and others will want to do the same thing.

More comments on this PDD are included in the discussion portion of tonight's meeting.

B. Burrige discussed her concerns over the continuous problem of helicopters flying very low over her house with the loud noise. Residents gave several possible reasons for this issue. Councilman Wohlleber said he would contact the owner of the airport and report back to the Board.

Motion by Hass, seconded by Wohlleber and an oral vote of 4 ayes to accept the Town Clerk's minutes of the August 19, 2021, as written.

Presentations: none

Liaison Reports:

Planning Board – T. Russell reported that the September 7th meeting was cancelled. He also reported that the Planning Board is still waiting on information from the DEC.

Zoning Board – P. Jamison reported, due to lack of agenda items the September 14th meeting was cancelled.

Fire Company – Town Board members had copies of the Fire Co. August 2021 report. D. Basle, Assistant Chief reported there will be a drill held on Sunday, September 19th at 9 a.m. on Dodge City Way.

Library –E. Gresens reported on the activities at the library. He stated that the September 11th Market Day was a success and wanted to mention that the library will be celebrating their 20th Anniversary with a celebration being held on Saturday, September 18th from 1-3 p.m. at the library. E. Gresens also stated that mask must be worn when entering the library.

Youth Advisory Board- T. Buker, Youth Director reported that the Halloween Parade will be held on October 30th.

CAC- There was no meeting for CAC.

Correspondence:

Charter Communications- Memo dated August 27, 2021, explaining about new programming services.

Discussion Items:

Kronau PDD – M. Bond, Engineer for the Proposed PDD provided a brief review of the proposal being an 8-lot development on 8 ½ acres providing 16 residential units. Mr. Bond was questioned about specifics, including soil testing and NYSDOT acceptance of the plan. He was questioned by Councilman Wohlleber about whether the DOT had filed a report and that he would like to see it. Mr. Bond said that they (DOT) were positive towards it in an introductory response but that there was no formal decision or report given. Mr. Bond responded to a question about the how much land would be “disturbed”, and he informed the Board that it would be about 1 acre. The question of the water supply was discussed, and Mr. Kronau stated that they would be connecting to the Town's Municipal Water System. Other questions were asked about the ability to connect into the Municipal Water System for Deer Creek. R. Brunet, Water Manager provided an overview of the alternatives under which this could be accomplished.

Councilman Wohlleber indicated that the vote to authorize a Public Hearing for the proposed PDD would be taken during the Action items portion of tonight's meeting.

PFOA Update – R. Brunet, Public Health Coordinator, presented information regarding two main topics, the various organizations involved and their responsibilities, and the latest status of information. This included the RCDOH, the DEC, the Capital Region Environmental Laboratory, and the EPA. He said that Poestenkill is working in coordination with these organizations and interfacing with our residents to keep them informed. Testing of wells was a major topic and Mr. Brunet updated the group and said that they should also review the Town's website for the latest information. Councilman Wohlleber discussed the fact that the lab would be providing Poestenkill with a reduction in testing cost per location from \$500 to \$350. Councilman Wohlleber stated that later in the meeting he would be proposing a vote that the town help residents who do not want to wait for the RCDOH to test their wells. R. Brunet discussed our involvement with the RCDOH, the NYSDOH and the DEC to determine the cause. He said that it is critical that the source of the problem be determined and urged the residents to share the town's determination to keep pressure on the responsible agencies.

State Audit - T. Buker, acting Bookkeeper reported on the progress of the State Auditor. She reported that there are policies that will have to be reviewed and updated as per the Auditor. The town will be given a report when the audit is completed.

Library Agreement – This will be discussed during Executive Session.

Chickens – Councilman Wohlleber is concerned that the town spent a lot of time on this issue regarding the Vosburg Rd. resident's complaint. He said that this issue will come up again and his answer to the problem would be to simply add "crowing hens" to the Code. This will be voted on during tonight's Action Items.

Live Stream Install – Councilman Wohlleber spoke regarding having Live Stream during our Town Board meetings, Planning Board/ZBA Meetings. Councilman Wohlleber stated he brought this issue up in January of 2020. He would like to have the meetings video taped live at the meetings and recorded on our website for residents to watch. He also stated he received (3) proposals, met with a company willing to do the work within the budgeted amount of \$3,000. However, this does not include the electrical work that is needed. Councilman Hass stated that he is willing to have his sons work on this project without any cost to the town. This item will be voted on during the Action Item portion of tonight's meeting.

Engineer Proposal – Town Board members had copies of the resume for Wayne E. Bonesteel, PE from Colliers Engineering & Design. The current Town Engineer will be retiring at the end of the year and the town will be looking for a new Town Engineer. This item will be addressed at the October Town Board Meeting.

Alarm System – Town Hall and Highway - this will be discussed during Executive Session.

Digital Records Management - Councilman Van Slyke main concern was the level of storage of paper documents. He reminded the Board that during Hurricane Irene the water level was very close to town hall and feels the town should be proactive when it comes to securing our town records.

Action Items:

Approval of Emma Herrington – Motion by Hass, seconded by Butler and an oral vote of 4 ayes to hire Emma Herrington at the rate of \$15.00 per hour for 5 hours per week to assist Tiffany Buker with her duties.

RESOLUTION #13-2021 -RESOLUTION OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, HONORING AND THANKING MARGIE MORRIS FOR HER SELFLESS SERVICE TO THE POESTENKILL COMMUNITY. NOW, LET IT THEREFORE BE RESOLVED that the Town Board of the Town of Poestenkill does hereby thank and honor Margie Morris and we wish her the best of luck in her well-earned retirement.

MOVED BY Councilman Wohlleber

SECONSDDED BY Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Approval to Purchase Water Meters – Motion by Councilman Hass, seconded by Councilwoman Butler and an oral vote of 4 ayes to authorize the purchase of 32 water meters from E.J.Prescott in the amount of \$6,400.00.

*Please note that the following two resolutions are out of order

Proclamation – National Society Daughters of the American Revolution - National Constitution Week - RESOLUTION #17-2021 – IT IS THE PRIVILEGE AND DUTY OF THE AMERICAN PEOPLE TO COMMENORATE THE ANNIVERSARY OF THE DRAFTING OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA WITH APPROPRIATE CEREMONIES AND ACTIVITIES; and

WHEREAS Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as “Constitution Week” and urge all citizens to study the constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

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

Proclamation – National Society Daughters of the American Revolution – National American Indian Heritage Month – RESOLUTION #18-2021 – THE TOWN BOARD OF THE TOWN OF POESTENKILL DOES HEREBY PROCLAIM NOVEMBER 2021 AS NATIONAL AMERICAN INDIAN HERITAGE MONTH, IN THE TOWN OF POESTENKILL AND URGE COMMUNITY CELEBRATIONS AS WELL AS CULTURAL, ARTISTIC, EDUCATIONAL, AND HISTORICAL ACTIVITIES.

MOVED BY: Councilman Wohlleber
SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Approval of Live Stream Install – Town Board members voted on approval of Live Stream being installed in the Town Hall. The vote being two ayes and 2 nays, the vote did not pass.

MOVED BY: Councilman Wohlleber
SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

Thank you letter to Ambulance Services for Quick Responses - The Town Board approved a letter of appreciation to be sent to several local Fire Companies for their quick response to a recent incident in our town.

Water test funding – Councilman Wohlleber reviewed the reduced testing cost of \$350 and said that he would like the town to pick up a portion of that cost so that the residents’ costs would be reduced. He proposed that the Board vote to help the residents who did not want to wait and see if the RCDOH would test their wells. He proposed that the town set aside money to pay for \$150 of the \$350 cost and took a vote. The result being 2 ayes and 2 nays, the vote did not pass.

MOVED BY: Councilman Wohlleber
SECONDED BY: Councilman Van Slyke

VOTED UPON AS FOLLOWS:

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

PDD Public Hearing Approval - The Board voted to approve the Public Hearing on the Proposed PDD. The vote being 2 ayes and 2 nays, the vote did not pass.

MOTION BY: Councilwoman Butler
SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

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

After the vote was taken and did not pass, there was a heated discussion between Councilman Wohlleber and Mr. Kronau. Mr. Kronau was under the impression that Councilman Wohlleber was in favor of the Public Hearing for the Proposed PDD and was surprised by his vote.

Reports:

Supervisor’s Report- Supervisor Hammond was absent.

Town Attorney’s Report – Mr. Casey reported on the matters that he worked on since the last Town Board meeting which included the resolutions for tonight’s meeting and some issues which will be discussed in tonight’s Executive Session.

Town Clerk’s Report – Motion by Butler, seconded by Wohlleber and an oral vote of 4 ayes to accept the Town Clerk’s report of August 2021. The total amount received in the Clerk’s office was \$7,663.29 and of that amount \$3,433.18 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer’s written report. There were also reports from the Assessor, DCO, 811 report, Water report/Public Health Coordinator and the Highway Dept. report.

BUDGET TRANSFERS -

RESOLUTION #14 of 2021 - IN THE MATTER OF THE TRANSFER OF CERTAIN HIGHWAY BUDGET FUNDS. RESOLVED, that it is hereby authorized and directed as follows:

That the sum of \$50,000 be transferred to Highway Budget Fund line item 25110.1 (General Repairs) from General Budget Fund line item 15010.1 (Highway Superintendent).

That the sum of \$17,385 be transferred to Highway Budget fund line item 25112.2 (Improvements 2) from Highway Budget line item 2-2665 (Sale of Equipment).

MOVED BY Councilman Wohlleber

SECONDED BY Councilwoman Butler

VOTED UPON AS FOLLOWS:

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

RESOLUTION #15-2021- IN THE MATTEER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS. RESOLVED, that it is hereby authorized and directed as follows:

That the sum of \$12,200 be transferred to General Budget fund line item 13620.1 (Code Enforcement) from 13620.11 (Code Enforcement Clerk) in the amount of \$10,200 and 18389.1 (MS4) in the amount of \$2,000.

MOVED BY Councilman Wohlleber
 SECONDED BY Councilwoman Butler

VOTED UPON AS FOLLOWS:

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

RESOLUTION #16-2021- IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS. RESOLVED, that it is hereby authorized and directed as follows:

That the sum of \$6,400 be transferred from Water Budget fund line item 1990.4 (Contingency) to Water Budget fund line item 8310.2 (Billing Equipment)

MOVED BY Councilman Wohlleber
 SECONDED BY Councilwoman Butler

VOTED UPON AS FOLLOWS:

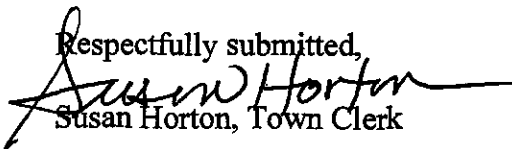
Councilwoman Butler YES
 Councilman Hass YES
 Councilman Van Slyke YES
 Councilman Wohlleber YES
 Supervisor Hammond ABSENT

Payment of Bills:

Motion by Hass, seconded by Butler and an oral vote of 4 ayes to pay Warrant #20-2021 in the amount of \$65,306.78. Motion by Hass, seconded by Butler and an oral vote of 4 ayes to pay Warrant #21-2021 in the amount of \$7,515.97.

Motion by Hass, seconded by Wohlleber and carried to enter into Executive Session at 9:50 p.m. to discuss a legal issue/personnel issue with no votes taken. Motion by Hass, seconded by Wohlleber to exit the Executive Session at 10:40 p.m. and immediately adjourn this meeting.

Respectfully submitted,


 Susan Horton, Town Clerk

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD WORKSHOP
October 7, 2021
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present (via zoom)
Councilman Wohlleber	Present
Supervisor Hammond	Present

NON-VOTING MEMBERS

Susan Horton, Town Clerk

Supervisor Hammond opened the meeting with the Pledge of Allegiance at 6:00 p.m. and thanked everyone for attending tonight's workshop.

Establishing a Registry for Vacant Buildings and Property Maintenance Requirements for Lots Containing a Vacant Building:

Councilman Wohlleber introduced the subject by saying that this has been discussed at several recent Town Board meetings and stated that he has drafted this proposed legislation based upon his review of the Brunswick Town Law. Councilman Wohlleber said that to help in Poestenkill's understanding of the subject, he has invited three Brunswick representatives who are directly involved to tonight's meeting. He then introduced A. Gilchrist, Attorney and two individuals from the Brunswick Assessor's Office who discussed their involvements in such cases. The Town Board members and members of the audience asked many questions and the "bottom line" responses indicated that solutions to these situations are extremely difficult and time consuming and frequently involved Rensselaer County and numerous legalities, many of which could be handled by the Code Enforcement Officer using the New York State Property Maintenance Code and other existing Town Codes. Tracy Church, Poestenkill Code Enforcement Officer, discussed some open cases which he is handling and indicated that he needed more support from the Courts. The discussions and experiences detailed by the Brunswick guest were very helpful in explaining the difficulties which they encountered, and Councilman Wohlleber expressed his sincere appreciation to the Brunswick representatives for taking their time and meeting with us.

Establishing Local Law Establishing Public Meeting Guidelines and Rules of Decorum

Supervisor Hammond opened the subject by stating that he appreciated the hard work that Councilman Wohlleber has put into this undertaking and then turned the meeting over to Councilman Wohlleber. Eric briefly discussed the fact that there have been instances where members of the audience and also the Town Board have become so emotionally involved in an issue that they have become extremely rude. Eric said that he believed that we needed to formally establish "Guidelines and Rules of Decorum" to address these situations. He also stated that he believed the Town should adopt the Robert's Rules of Order to accomplish the objective of civilly and professionally having meetings. There was discussion of the pros and cons of this recommendation including the Town Board members and also members of the audience. At this point, Supervisor Hammond discussed his approach to handling debatable subjects in the past.

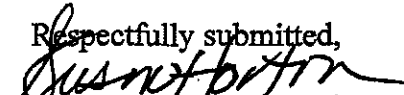
He said that he has always attempted to be polite, not loosing his temper, and treating each person with respect. After much discussion, Supervisor Hammond closed the subject by stating that at the next Town Board meeting he would propose establishing a special committee to address this subject and recommend suggestions.

BUDGET WORKSHOP

Town Board members had copies of the 2022 Budget requests from all Department heads and Board members reviewed figures line by line. All Department heads were given the opportunity to discuss their budgets. There will be another Budget Workshop on Thursday, October 14th at 6:00 pm.

Motion by Councilwoman Butler, seconded by Councilman Hass and carried to enter into Executive Session at 9:04 p.m. to discuss a personnel issue with no votes being taken. Motion by Councilwoman Butler, seconded by Councilman Hass and carried to exit Executive Session at 10:00 p.m. and to immediately adjourn this meeting.

Respectfully submitted,


Susan Horton, Town Clerk

TOWN BOARD MINUTES

Town of Poestenkill

Town Meeting/Budget Workshop

October 14, 2021

ROLL CALL AS FOLLOWS

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

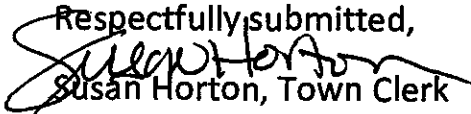
NON-VOTING MEMBERS

Susan Horton, Town Clerk

Supervisor Hammond opened the Meeting/Workshop at 6:00 pm with the Pledge of Allegiance and thanked everyone for attending. Town Board members had copies of the 2022 Tentative Budget. T. Buker, acting Bookkeeper reviewed line by line department heads request. Board members had copies of the tentative figures. Motion by Supervisor Hammond, seconded by Councilman Van Slyke and carried to move forward with the Public Hearing for the 2022 Preliminary Budget.

The Public Hearing for the 2022 Preliminary Budget will take place on October 21, 2021, at 7:00 p.m. at regularly scheduled Town Board meeting which will be held at the Poestenkill Fire House. Copies of the Tentative Budget are available in the Town Clerk's office.

Respectfully submitted,



Susan Horton, Town Clerk

October 15, 2021

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around November 15, 2021, Spectrum Northeast, LLC, (“Spectrum”), will launch the Tennis Channel on Spectrum Stream TV/Spectrum Lifestyle TV on channel 406 on the channel lineup serving your community.

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

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

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications



**Department of
Public Service**



Public Service Commission
John B. Howard
Chair and
Chief Executive Officer

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

Diane X. Burman
James S. Alesi
Tracey A. Edwards
David J. Valesky
John B. Maggiore
Rory M. Christian
Commissioners

OCT 02 2021

September 27, 2021

Dear Elected Official:

The Comprehensive Broadband Connectivity Act, enacted in May of this year, amended the Public Service Law to add a new section 224-c. Among other things, the Act requires the Public Service Commission (PSC or the Commission) to study the availability, reliability, and cost of high-speed internet and broadband services in New York state, and produce and publish on its website, a detailed internet access map of the state, indicating access to internet service by location. In addition, the Act requires the Commission to submit a report of its findings and recommendations from the study to the governor, and Senate and Assembly leaders in May 2022, and update the report annually thereafter.

We write to you today to inform you of our activities in this important work project, and to request your help in the project's success.

The Department of Public Service (the Department or DPS), the Commission's staff arm, has hired ECC Technologies (ECC), a New York State based company with expertise in technology and communications consulting services, to gather the necessary data to develop the detailed internet access map and to produce the report of findings and recommendations related the availability, reliability, and cost of high-speed internet and broadband services in New York state. ECC will use data collected from internet service providers, data gathered from its own field activities, and data collected from consumers to form the basis for the broadband map and report.

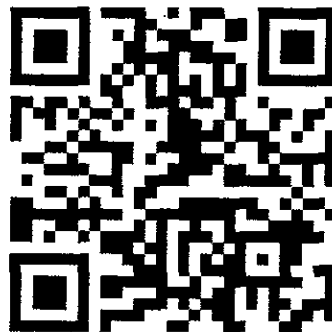
The Department and ECC will employ an online broadband service survey as the main element of the consumer data gathering effort. Consumers completing the survey will provide valuable information back to DPS and ECC on the status of broadband services availability and use at their homes and businesses. The survey is easy to follow and takes less than 10 minutes to complete. The survey webpage also includes an optional broadband speed test, whereby consumers can test their current broadband connection for upload and download speed. The weblink for the online survey can be found at: www.empirestatebroadband.com.



INTERNET ACCESS

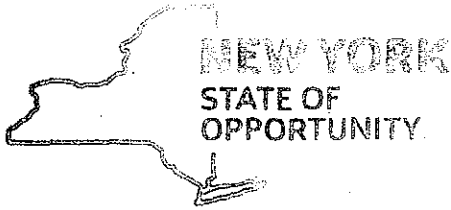
An informative online survey put together by **New York State Department of Public Service** and **ECC Technologies**. Take the survey to provide your Internet service experience, and help tell us where there is greater need for Internet service within New York State. The DPS wants to hear from you! Follow the link below to find out more.

www.empirestatebroadband.com



Department
of Public
Service



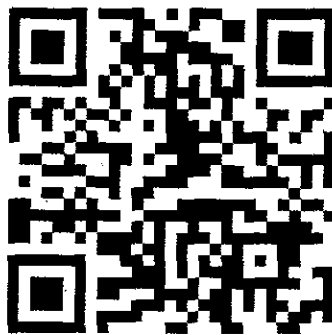
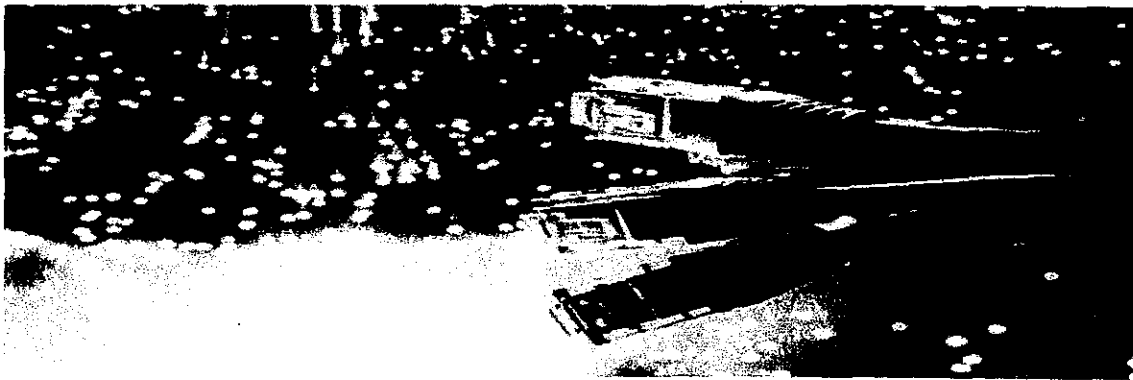


Department
of Public
Service



Try Our Broadband Survey

The **New York State Department of Public Service** has partnered with **ECC Technologies** to request consumers' help in better understanding your experience with broadband access in the state. Please take the brief survey below and let us hear from you.



www.empirestatebroadband.com



TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

V.L.R.V.

Planning Board

PLANNING BOARD AGENDA

October 5, 2021, 7:00 pm

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

7:00 Meeting Opens – Pledge of Allegiance

Applicant:

Mr. Costa Cooper Hill Rd- 8 Lot Major Subdivision

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 October 4, 2021.

Minutes of the July 6, 2021 and August 3, 2021 Meeting:

Public Comments:

Old Business:

New Business:

**Organization:
Comprehensive Plan**

Other:

Tom Russell	to attend October Meetings
Jeff Briggs	to attend November Meetings
Steve Valente	to attend December Meetings



Planning Board

TOWN OF POESTENKILL

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

**PLANNING BOARD
July 6, 2021 Minutes
@ Poestenkill Fire Hall**

Attendees:

Don Heckelman, Chairman
Tom Russell, Vice Chairman
Harvey Teal
Jeff Briggs
William Daniel
Steve Valente
Laura Burzesi
Vicky Spring, Alternate

Non-Voting:

Robert Ryan, Esq.
Tiffany Buker, Clerk

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

Applicants:

Thomas Cooley NY 351
136.-6-3.131

Chairman Heckelman asked for a description of the project. Mr. Cooley explained he would be obtaining just under 3 acres of land from his father. Chairman Heckelman opened it up for questions. Member Burzesi asked about the lot and current buildings on the lot. Mr. Cooley explained it was currently vacant land. The wetlands on the property were questioned. Mr. Cooley said the wetlands were not on the part of the property that would be subdivided. The history of the land being previously subdivided and it was clarified that was done in the early 2000's. Chairman Heckelman asked for questions from the public. The board asked for the wetlands to be put on the plot. Chairman Heckelman suggested moving forward with classification tonight and getting the wetlands added to the plot. Motion was made to classify as a 2 lot minor subdivision by Member Burzesi and seconded by Member Daniel with seven (7) ayes and zero (0) nays. Chairman Heckelman said a public hearing would be held at the next meeting (August 3rd).

Cooper Hill Subdivision

Nick Costa gave an overview of the project, 8 lots in the R zone on Cooper Hill Rd (NYS Route 355). The lots will be just over 1 acre. Each house will be connected to the water main, have their own driveway and a turn around so no backing out on Cooper Hill Rd. Last month it was classified as an 8 lot major subdivision. Mr. Costa stated soil testing was completed and everything came back and it was a little too fast and another test was being completed with relocation of a couple septic systems. The new location will reduce the amount of clearing needed to build the homes and complete the septic systems. Mr. Costa stated they hope to be able to shift some things around to keep some of the larger trees. Member Burzesi asked about septic systems in the front and Mr. Costa said there is potential for 2 more with systems in the front due to soil testing. Conversations was had about the size of home fitting the septic systems. Many questions were asked about safety with the road including the amount of traffic and roads in the area already being closed due to safety. Discussion occurred about a road in back or an access road to make it safer with NY 355 traffic. Member Valente asked about DOT analysis being completed. Mr. Costa said they did an analysis and the information is on the drawings. Member Valente would like to see the DOT study done before approving anything especially before the property is split. Residents also expressed concerns about mailbox locations and people having to cross the road. A town resident asked about the wetland check zone and Mr. Costa said they had already been out and the information shown was accurate. Member Teal reminded Mr. Costa about Town Law and establishment of drainage district. Chairman Heckelman talked about what to do next. Mr. Ryan reminded of the order of approval- preliminary approval, public hearing and submitting an application for final subdivision approval. Member Valente and Member Burzesi, along with others, would like DOT approval before holding a public hearing and SEQRA.

Minutes: Meeting minutes of June 1, 2021 were reviewed. Motion to accept the Minutes was made by Member Briggs, seconded by Member Daniels and approved by a vote of six ayes; zero nays; one abstain (Chairman Heckelman).

Updates:

Comprehensive Plan- Member Briggs spoke about the updates he had received so far. Member Valente gave updates on the business section.

A motion to adjourn the meeting at 7:52pm was made by Member Burzesi, was seconded by Vice Chairman Russell and was approved with seven ayes and zero nays.

Respectfully submitted,

Tiffany Buker
Planning Board Clerk



Planning Board

TOWN OF POESTENKILL

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

PLANNING BOARD August 3, 2021 Minutes @ Poestenkill Fire Hall

Attendees:

Tom Russell, Vice Chairman
 Harvey Teal
 Jeff Briggs
 William Daniel
 Laura Burzesi
 Vicky Spring

Non-Voting:

Robert Ryan, Esq.
 Tiffany Buker, Clerk

Vice Chairman Russell called the meeting to order at 7:00 pm with the Pledge of Allegiance and introduced the Members of the Board.

Applicants:

Mr. Costa 8 Lot Major Subdivision
 Cooper Hill Subdivision

Nick Costa gave an overview of the project, 8 lots in the R zone on Cooper Hill Rd (NYS Route 355). The lots will be just over 1 acre. Each house will be connected to the water main, have their own driveway and a turn around so no backing out on Cooper Hill Rd. In June, it was classified as an 8 lot major subdivision. Mr. Costa stated Rensselaer County DOH had lot 5 and 6 septic moved to the soil test results. The new location will reduce the amount of clearing needed to build the homes and complete the septic systems. Member Spring asked about the driveway location due to the change in location and Mr. Costa said it was still okay with DOT. Vice Chairman Russell asked if a turnaround was still planned and Mr. Costa said it was and would be built to drawing specs. Vice Chairman Russell also asked about lot 8 being viable and Mr. Costa said yes but it had the least amount of room to change house location. Town Resident asked about the Maria Pond situated on Vanderhyden's property and the activity there. He said there would be a visual impact with loss of trees for people at small pond. Mr. Costa stated North County Ecological had been out and that no part of the property contains the wetland. Vice Chairman Russell said September meeting would continue the discussion and public hearing would be held in October.

Mr. Cooley explained he would be selling just under 3 acres of land to his son. The planning board clerk read the public hearing notice into the record. The SEQRA portion of the public hearing began with Vice Chairman Russell reading the Environmental Assessment Form (EAF) into record and the Board responded to all questions. Motion made by Member Teal and seconded by Member Burzesi that the proposed action will not result in any significant adverse environmental impact and a negative declaration should be issued. The motion was approved by a vote of six (6) ayes, zero (0) nays and zero (0) abstentions.

Vice Chairman asked the public and the board if there were any questions. Member Daniel asked about the active well. Mr. Cooley stated it was a dormant well. Town Resident, Robby Ann Mitola, spoke in favor but asked about the easement that parallels her property. Discussion was had about the easement and the easement still gave the back lot of Ms. Mitola access to the property and it wouldn't be a landlocked property. Mr. Cooley reiterated that the deed says who the easement list for having access to their property and Ms. Mitola's property is listed. There was no opposition from the public. Vice Chairman Russell closed the public hearing. Member Briggs made a motion to create a 2 lot minor subdivision. It was seconded by Member Daniel and approved by a vote of six (6) ayes, zero (0) nays and zero (0) abstentions.

Updates:

Vice Chairman Russell spoke about the Shuharts are looking at their project again, and talked about the washout to access the potential PDD on NY 351.

Comprehensive Plan- Member Briggs spoke about the updates he had received so far. He was looking for updated maps for cable, utility map/ 3 phase power (solar development) and GIS Maps.

A motion to adjourn the meeting at 8:16pm was made by Vice Chairman Russell, was seconded by Member Burzesi and was approved with six ayes and zero nays.

Respectfully submitted,

Tiffany Buker
 Planning Board Clerk

Division of Environmental Permits, Region 4
 1130 North Westcott Road, Schenectady, NY 12306-2014
 P: (518) 357-2069 | F: (518) 357-2460
 www.dec.ny.gov

September 28, 2021

Letter Transmitted Electronically

Donald Heckelman, Planning Board Chairman
 Town of Poestenkill
uzclerk@poestenkillny.com

uzclerk@poestenkillny.com

**RE: LEAD AGENCY COORDINATION RESPONSE
 Vanderheyden Subdivision
 NYS Route 355
 Town of Poestenkill, Rensselaer County**

Dear Donald Heckelman:

This letter responds to your correspondence of September 7, 2021, regarding lead agency coordination for the project referenced herein, under Article 8 (State Environmental Quality Review – SEQR) of the Environmental Conservation Law and 6 NYCRR Part 617. The New York State Department of Environmental Conservation (DEC or Department) has the following interest in this project:

Name of Action: 8-lot subdivision, with construction of a single-family dwelling, access drive, and on-site wastewater treatment system on each lot. This also involves construction of stormwater infrastructure.

DEC Contact Person: Patrick Connally, Environmental Analyst I, Division of Environmental Permits

SEQR Classification: Type I Unlisted Type II

DEC Position: Based on the information provided, DEC has no objection to your agency assuming lead agency status for this action. * If the scope of the project changes, the Department requests to be copied on the proposed changes.

Possible DEC Permits:

- **Article 24 Freshwater Wetlands Permit** – Freshwater Wetland (AP-10) is located within or immediately adjacent to the project area. An Article 24 Freshwater Wetlands Permit is required for any physical disturbance within the boundaries of the wetland or within the regulated 100-foot adjacent area. *(Please note that the jurisdictional maps are meant to*

provide approximate sizes and locations of resources. Actual field conditions may vary from those depicted on the maps.)

- **Section 401 Water Quality Certification** – If this project will impact federally-regulated wetlands or waterbodies, which require a Section 404 Permit (Individual or Nationwide Permit) from the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification may be required from the Department.
- **State Pollutant Discharge Elimination System (SPDES) Wastewater Permit** – A SPDES permit is required for any facility which has a surface discharge or discharges more than 1,000 gallons per day of sewage-wastewater into ground waters of the state.
- **SPDES General Permit for Stormwater Discharges from Construction Activity** – If this project will disturb one acre of land or more, the applicant must comply with the State Pollutant Discharge Elimination System (SPDES) Phase II regulations for Stormwater Discharges Associated with Construction Activities.
- **Article 15, Title 15 - Water Withdrawal Permit** – If this project will require the installation of a new water supply system, the extension of a water district or an increase in take, a Water Withdrawal Permit or permit modification may be required.

Additional Comments:

Enclosed is a copy of the Department's jurisdictional map for your reference. Please note that the map is intended to provide an idea as to the approximate size and location of resources; actual field conditions may vary from those depicted on the map. The project area is outlined in (insert color).

Please feel free to contact me by telephone at (518) 357-2455 or by e-mail at patrick.connally@dec.ny.gov if you have any questions or concerns.

patrick.connally@dec.ny.gov

Sincerely,

Patrick S. Connally

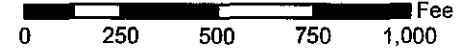
Patrick S. Connally
Environmental Analyst 1

Enclosure: Jurisdictional Maps

cc: T. Baker, Planning Board Clerk
T. Russell, Planning Board Member

Vanderheyden Subdivision
New York State Route 355
Town of Poestenkill
Rensselaer County

September 28, 2021



1 Inch equals 500 feet



Approximate
Project Location

Division of Environmental Permits Projection: NAD 1983 UTM Zone 18N



Department of
Environmental
Conservation

Disclaimer: This map was prepared by Region 4 NYSDEC Division of Environmental Permits using the most current data available. It is deemed accurate but is not guaranteed. NYSDEC is not responsible for any inaccuracies in the data and does not necessarily endorse any interpretations or products derived from the data. This map may contain information that is considered sensitive and therefore the distribution of this map is strictly prohibited. Additional resources may be present but not depicted on this map.

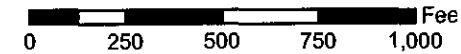
NYS ITS GIS Program Office

VI.A7

Legend

Vanderheyden Subdivision
New York State Route 355
Town of Poestenkill
Rensselaer County

September 28, 2021



1 inch equals 500 feet

Legend

- Regulated Adjacent Area Boundary
- Freshwater Wetland Class 1
- Freshwater Wetland Class 2
- Freshwater Wetland Class 3
- Freshwater Wetland Class 4
- Freshwater Wetland Separation Line
- Freshwater Wetland (linear)
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Laka
- Riverine
- Other
- Unprotected Streams
- Protected Streams
- Deed Restrictions
- Archeological Sensitivity
- National/State Historic Register Site
- Agricultural Districts
- Threatened or Endangered Mussels
- S1 or S2 Freshwater Mussels
- All E&T species, except fish
- E&T Freshwater Mussels
- E&T Fish
- BBA_Grassland_Birds_ET
- BBA_Marsh_Birds_ET
- Critical Environmental Areas

VI. 48



Division of Environmental Permits Projection: NAD 1983 UTM Zone 18N



Department of Environmental Conservation

Disclaimer: This map was prepared by Region 4 NYSDEC Division of Environmental Permits using the most current data available. It is deemed accurate but is not guaranteed. NYSDEC is not responsible for any inaccuracies in the data and does not necessarily endorse any interpretations or products derived from the data. This map may contain information that is considered sensitive and therefore the distribution of this map is strictly prohibited. Additional resources may be present but not depicted on this map.

NYS-ITS GIS Program Office

[EXTERNAL] Fwd: 614 Cooper Hill / 8 Lot Sub-div.

VI.A9

From : tom russell <reliablerehabolutions@gmail.com>
Subject : [EXTERNAL] Fwd: 614 Cooper Hill / 8 Lot Sub-div.
To : Tiffany Buker <tbuker@poestenkillny.com>

Fri, Oct 01, 2021 12:42 PM

----- Forwarded message -----

From: **Connally, Patrick S (DEC)** <Patrick.Connally@dec.ny.gov >
Date: Fri, Oct 1, 2021 at 9:32 AM
Subject: RE: 614 Cooper Hill / 8 Lot Sub-div. Patrick.Connally@dec.ny.gov
To: tom russell <reliablerehabolutions@gmail.com >

reliablerehabolutions@gmail.com

Hey Tom,

My letter was meant to alert the town and the applicant of possible DEC Permits. Due to the proximity of the wetland and its 100-foot regulated adjacent area, and due to the fact that a DEC biologist has not confirmed the actual wetland boundaries in the field, I wanted to let the Town know that it is possible that an Article 24 Freshwater Wetlands Permit might be needed. If the Town and applicant feel that the entire project site is well outside of the wetland proper and its 100-foot regulated adjacent area, then no further action is needed.

Same goes for the other potential permits that I outlined. From DEC's perspective, we cannot make an applicant apply for a permit, we can only inform them of the potential jurisdiction and it is the applicants decision to apply or not. If they feel that they are outside of our jurisdiction, they do not need to apply for permits. I hope that clarifies our process a bit more. If not, and you would like to discuss please leave your number and I would be happy to give you a call.

-Patrick

From: tom russell <reliablerehabolutions@gmail.com >
Sent: Wednesday, September 29, 2021 6:20 PM
To: Connally, Patrick S (DEC) <Patrick.Connally@dec.ny.gov >
Subject: 614 Cooper Hill / 8 Lot Sub-div.

Patrick.Connally@dec.ny.gov

Afternoon Patick -

Following up on your response letter to the 614 Cooper Hill 8 Lot Major Sub-div. in Poestenkill, this area is only the 8.5 Acres directly abutting NYS Route 355 and does not have any connection to the approx. 10 Acre parcel behind them. As a result, I don't believe Article 24 Freshwater Wetlands, Section 401 Water Quality Certification and Article 15, Section 15 Water Withdrawal are applicable here. Please review at your convenience and reply. The Planning Board will schedule a SEQRA Public Hearing on the preliminary plat for our November 2, 2021 Meeting. We will continue working with our Town Engineer on this proposal. Thank you for your assistance. It is deeply appreciated.

Tom Russell.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part I - Project and Sponsor Information			
Proposed Subdivision			
Name of Action or Project: Proposed Subdivision of parcel located at 614 Cooper Hill Road (NYS Route 355)			
Project Location (describe, and attach a location map): 614 Cooper Hill Road (NYS Route 355), Poestenskill, NY 12150			
Brief Description of Proposed Action: Applicant proposes the subdivision of a portion of the 72 +/- Acres into eight (8) lots in accordance with the Town of Poestenskill Zoning Regulation for the Residential (R Zone District).			
Name of Applicant or Sponsor: Victor Gush		Telephone: 518 495 1996	
		E-Mail: igush@nycap.rr.com	
Address: PO Box 495			
City/PO: East Schodack		State: NY	Zip Code: 12063
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Poestenskill Planning Board - Subdivision Approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		8.82+/- acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		8.82+/- acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

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

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

Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban Suburban

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

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

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

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

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

If Yes,

a. Will storm water discharges flow to adjacent properties? NO YES

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? NO YES

If Yes, briefly describe:

Stormwater runoff will be managed on-site at each individual lot.

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

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

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

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

If Yes, describe:

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


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

If Yes, describe:

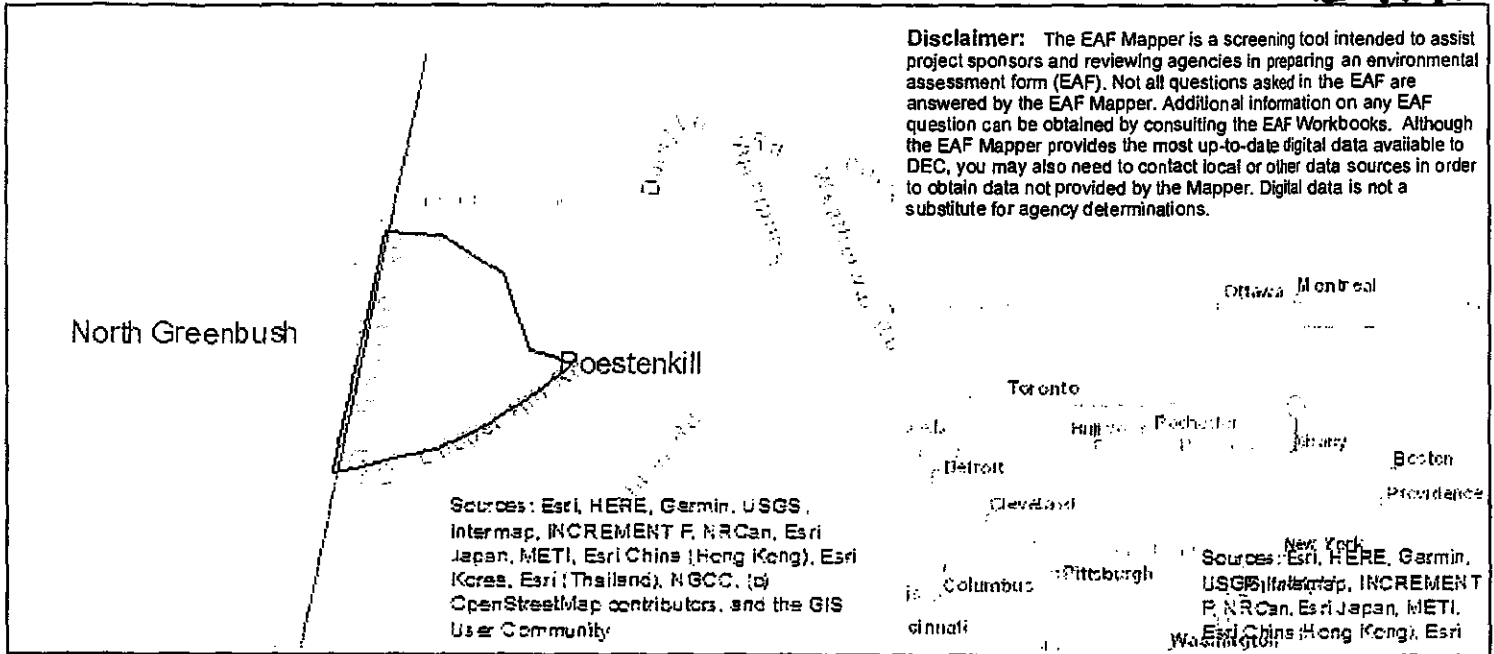
	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Applicant/sponsor/name: Victor Gush Estate Date: 10.01.21

Signature:  Title: Agent for Applicant

VI.A14



- Part 1 / Question 7 [Critical Environmental Area] No
- Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] No
- Part 1 / Question 12b [Archeological Sites] No
- Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
- Part 1 / Question 15 [Threatened or Endangered Animal] No
- Part 1 / Question 16 [100 Year Flood Plain] Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
- Part 1 / Question 20 [Remediation Site] No



TOWN OF POESTENKILL

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

Planning Board

**ZONING BOARD AGENDA
OCTOBER 12, 2021, 7:00 pm**

7:00 Meeting Opens – Pledge of Allegiance

Applicant:

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 October 12, 2021.

Minutes of the June 8, 2021 Meeting:

Public Comments:

Old Business:

New Business:

**Organization:
Comprehensive Plan**

Other:



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

ZONING BOARD OF APPEALS

June 8, 2021 Minutes

Poestenkill Fire Hall

(not approved at time of distribution)

Attendees:

Frank Burzesi, Chairman
 Paul Jamison
 Nicole Heckelman
 Tim Hoffay
 Susan Kalafut

Non-Voting:

Tiffany Buker, ZBA Clerk

Chairman Burzesi called the meeting to order at 7:01 pm with the Pledge of Allegiance.

Public Hearing:

Thomas Capparella

125.-11-28

Area Variance- Setbacks

53 Abbott Dr

Chairman Burzesi said it was a continuation of the public hearing from May for Mr. Capparella. Chairman Burzesi stated his neighbor, Alec Jordan, whose property borders where the garage will be located is present. Mr. Jordan stated he didn't mind the garage but was concerned if it turned into a business as it would make it hard for him to sit out back and enjoy his yard and the bushes that are currently there between the property would be a visual barrier to the garage and vehicles that are out back. Chairman Burzesi stated to help with the potential business side of what could develop at the garage that an SUP would be needed for a motor vehicle repair shop and that would be a condition of the resolution. Chairman Burzesi asked the board if they had any questions and if any comments from the public. Tom Russell stated he is concerned with the potential for the commercial use and asked that Mr. Capparella apply for a SUP if the garage is to be used commercially. Member Heckelman asked if he still plans to put the lift in. Mr. Capparella said he did plan but it would be later down the road. Chairman Burzesi said after speaking with Mr. Church, Town CEO, that the lift wouldn't mean commercial but the motor vehicle repair shop license would make it commercial. L. Basale said the minutes should reflect that if it turns commercial, an SUP is needed. Member Heckelman asked about the overhang from the roof and it was clarified with the rounded roof type, there isn't much of an overhang.

Motion made by Chairman Burzesi to close the public hearing, seconded by Member Hoffay, with five (5) ayes and zero (0) nays or abstains.

Motion made by Member Jamison to approve the requested variance as five (5) foot rear setback, where twenty (20) feet is required and ten (10) feet side setback, where twenty (20) feet is required with conditions that a SUP is required for a motor vehicle repair license to operate and a natural barrier on best effort basis be maintained seconded by Chairman Burzesi.

All voting members completed the Area Variance Findings and Decision form for this application.

After considering all of the mandatory area variance factors, Board Member Kalafut voted to approve the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Mr. Capparella resides in a residential neighborhood where a garage is typical on property.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, The lot size does not make an alternative solution feasible.
- 3) *Whether the requested variance is substantial.* – Yes, five feet where twenty feet is required for rear and ten feet where twenty feet is required for side.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, There may be a need to take down some trees or bushes but no adverse environmental impacts expected.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, while desirable, a garage is not essential.

After considering all of the mandatory area variance factors, Board Member Jamison voted to approve the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the or detrimental to nearby properties.* – No. A garage is in character with the surrounding neighborhood.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, This seems like the best spot on the property for a detached garage, based on the location of the house.
- 3) *Whether the requested variance is substantial.* – Yes, It is a substantial variance at greater or equal to 50% of both the side and rear setback requirements.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, There will be no significant impact on the physical or environmental conditions.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, This is a desired, not required change.

After considering all of the mandatory area variance factors, Chairman Burzesi voted to approve the variance giving the following reasons for this decision:

- 1) *Whether an undestrable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, The structure will not produce an undesirable change.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, There are no other places to position a 30x30.

- 3) *Whether the requested variance is substantial.* – Yes, the variance to the rear setback is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No Adverse Impact
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, this is self created.

After considering all of the mandatory area variance factors, **Member Heckelman** voted to approve the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Structure will possibly be 30x30 with the roof height no more than 20 ft per code and neighbor will see structure from backyard
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, Applicant needs building to work on his and his families vehicles.
- 3) *Whether the requested variance is substantial.* – Yes, Requested 5 ft rear setback, where 20 ft is required and 10 ft side setback, where 20 ft is required. Need SUP from Town Planning Board if Motor Vehicle License is wanted.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Applicant needs to maintain natural barrier already in place.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, Applicant wants to put 30x30 structure on his property near his neighbor.

After considering all of the mandatory area variance factors, **Board Member Hoffay** voted to approve the variance giving the following reasons for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No, Residential detached garage is reason for variance sought.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No, Applicant is limited in space for desired structure.
- 3) *Whether the requested variance is substantial.* – Yes, 5' where 20' is required for rear and 10' where 20' is required for side.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No, Variance is for a residential detached garage.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes, Due to the proposed location on the lot.

Chairman Jamison polled the members for their responses. Variances approved by a vote of five (5) ayes, zero (0) nays and zero (0) abstentions.

Resolution: Area Variance granted.

Meeting minutes for the May 11th, 2021 with corrections in a motion made by Member Kalafit, seconded by Member Heckelman and carried by 5-0.

VI. B5

There being no further business, a motion to adjourn the meeting was made by Member Kalafut, seconded by Member Hoffay and was approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 7:46pm.

Respectfully submitted,

Tiffany Buker, ZBA Clerk

Poestenkill Fire Company
 Custom Summary Report
 September 2021

VI.CI

	<u>Sep 21</u>
Ordinary Income/Expense	
Income	
Reimbursement	1,883.52
Total Income	<u>1,883.52</u>
Gross Profit	1,883.52
Expense	
Building Fuel (heating)	
East Poestenkill (propane)	129.69
Main Station (Propanel)	587.54
Total Building Fuel (heating)	<u>717.23</u>
Building Maintance	
Main Station	10,352.18
Refuse	78.20
Total Building Maintance	<u>10,430.38</u>
Car Show Expense	722.29
Electric	
East Poestenkill	22.70
Main Station	21.02
Total Electric	<u>43.72</u>
Equipment	
New Equipment	11,870.60
Repair & Maintance	2,364.35
Total Equipment	<u>14,234.95</u>
Fire Trucks	
Fuel	453.20
Repair & Maintance	17.35
Total Fire Trucks	<u>470.55</u>
Internet & Phone	113.75
Medical Supplies	26.97
Memorial Donation	15.00
Office Supplies	
Postage	70.00
Office Supplies - Other	260.00
Total Office Supplies	<u>330.00</u>
Physicals	120.00
Security Alarm	65.00
Solar	513.03
Telephone	
East Poestenkill	45.27
Main Station	56.23
Total Telephone	<u>101.50</u>
Uniforms	<u>454.56</u>
Total Expense	<u>28,358.93</u>
Net Ordinary Income	<u>-26,475.41</u>
Net Income	<u><u>-26,475.41</u></u>

**Poestenkill Fire Company
 Custom Summary Report
 January through September 2021**

VI.C.2

	Jan - Sep 21
Ordinary Income/Expense	
Income	
Reimbursement	2,577.30
Town Contract Money	328,313.98
Transfer From Town Checking	-90,000.00
Total Income	240,891.28
Gross Profit	240,891.28
Expense	
Bank Service Charge	16.00
Building Fuel (heating)	
East Poestenkill (propane)	1,831.32
Main Station (Propanel)	8,754.00
Total Building Fuel (heating)	10,585.32
Building Maintance	
Cleaning Supplies	310.20
Main Station	13,723.17
Refuse	657.25
Total Building Maintance	14,690.62
Car Show Expense	722.29
Code 100	151.15
Donation	500.00
Electric	
East Poestenkill	204.30
Main Station	168.16
Total Electric	372.46
Equipment	
New Equipment	69,279.18
Repair & Maintance	7,060.44
Equipment - Other	21.02
Total Equipment	76,360.64
Fire Trucks	
Fuel	3,520.67
Repair & Maintance	1,643.30
Total Fire Trucks	5,163.97
food	45.30
Funerals	137.50
Insurance	
Accident & Sickness	858.00
Auto	7,723.00
Buildings	12,627.64
Workman's Compensation	10,755.95
Total Insurance	31,964.59
Internet & Phone	1,024.65
Kids Christmas Party	401.56
Loan Payments Fire Truck	39,419.27
Medical Supplies	4,039.64
Memorial Day	95.00
Memorial Donation	15.00
Office Supplies	
Postage	290.00
Office Supplies - Other	561.89
Total Office Supplies	851.89

7:48 PM
10/03/21
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
January through September 2021

VI.C3

	<u>Jan - Sep 21</u>
On Q Safety	65.00
Physicals	860.00
Professional Services	6,000.00
Security Alarm	582.48
Solar	3,394.64
Sponsorship	250.00
Telephone	
East Poestenkill	403.15
Main Station	514.99
Total Telephone	918.14
Town Water	80.40
Training	1,119.58
TRAnsfer to Equipment Replaceme	15,000.00
Uniforms	454.56
Water Tax	389.46
Total Expense	<u>215,671.11</u>
Net Ordinary Income	<u>25,220.17</u>
Net Income	<u><u>25,220.17</u></u>

Enforcement; appearance tickets; penalties for offenses.

A.

The Dog Control Officer of the Town of Poestenkill shall, and all peace officers may, administer and enforce the provisions of this chapter, and for that purpose shall have the authority to issue appearance tickets in relation to town residents who do not follow section F of Poestenkill Town Code 150-26. These violations to include keeping more than the limit of six chickens without a special use permit, not enclosing chickens in a coop or fenced in pen, being in possession of roosters – or crowing hens, or if the pen does not meet front and rear setbacks.

B.

Penalties for offenses. A violation of this chapter shall be punishable by a fine of not less than \$25 nor more than \$50, except that:

(1)

Where the person is found to have violated this chapter within the preceding five years, the fine may be not less than \$50 nor more than \$100; and

(2)

Where the person is found to have committed two or more such violations within the preceding five years, he shall be punishable by a fine of not less than \$100 nor more than \$250, or imprisonment for not more than 15 days, or both such fine and imprisonment.

The Town Board of the Town of Poestenkill shall support residents in the vicinity of the Algonquin Middle School by providing well testing at no cost to the property owner(s).

Whereas, in January 2021, the Town of Poestenkill was informed that PFOA contamination was discovered at the Algonquin Middle School, in the Town of Poestenkill on Route 66.

Whereas, the level of the PFOA discovered at the middle school exceeds New York State limit for safe drinking water of 10 ppt.

Whereas, the New York State Department of Environmental Conservation (NYS DEC), New York State Department of Health (NYS DOH) and the Rensselaer County Health Department then conducted ten additional tests, at no cost to our residents, in August 2021. Of these tests three detected PFOA contamination, two of the three exceeded the New York State limit for safe drinking water.

Whereas, NYS DEC, NYS DOH, and Rensselaer County Department of Health agreed to conduct an additional ten tests at no cost to the residents in October 2021.

Whereas, NYS DEC, NYS DOH, and Rensselaer County Department of Health agreed to conduct an additional 28 tests at no cost to the residents in mid-October 2021.

Whereas, the Town of Poestenkill has worked with the lab which conducts these tests to lower the cost from \$500 to \$350.

Whereas, NYS DOH has set clear precedent in the testing of PFOA contamination in Rensselaer County by paying for hundreds of tests to be conducted for private wells in Hoosick Falls and Petersburg and should be doing the same here in Poestenkill.

Whereas, many Poestenkill residents are now paying \$350 to test their wells, which some cannot afford, and the cost is proving to be a hindrance to others to get their wells tested.

Whereas, the Town of Poestenkill can, by paying for these tests for their residents, ensure more wells are tested and tested quickly, to ensure our residents are equipped with the information they need to ensure their safety and well-being. It should be noted that this money can be derived from the Federal Covid dollars being giving to the town of more than \$400,000.

Whereas, the Town of Poestenkill shall collect and retain the cost of these tests and submit it later to the NYS DOH for reimbursement.

Now let it therefore be resolved that, the Town Board of the Town of Poestenkill initially shall set aside \$35,000 to be directed for the testing of wells in the vicinity of the Algonquin Middle School.



3 Oakland Avenue, Menands, NY 12204
TEL 518.434.8128 FAX 518.434.0217 WEB mohawkhumane.org

VII.F1

October 12, 2021

Town of Poestenkill
Town Hall
38 Davis Drive
Poestenkill, NY 12140

Attn: Mr. Keith Hammond
CC: Felicia Dickinson
Re: 2022 Animal Sheltering Agreement with Mohawk Hudson Humane Society

Mr. Keith Hammond:

Enclosed is the proposed 2022 Animal Sheltering Agreement between the Town of Poestenkill and the Mohawk Hudson Humane Society. A handful of changes, one rate revision, and minor edits are included with this proposed agreement. We specifically call your attention to Sections I.b., I.g., II.b.i., and IV.b.v.

You are presently on a "Per-Pet" plan with the Society. Considering your annual intake, this is the most cost effective plan for your municipality at present. However, should your annual intake increase, be advised that we offer annual flat fee agreements based on population size at a rate of \$3.00-\$5.00 per capita, depending on your municipality's intake trends.

Please review the enclosed contract for the year 2022 and once signed and duly executed, remit to MHHS by no later than 12/21/2021. A duly executed copy signed by a MHHS representative will then be returned to you for your records. Countersignature and execution are dependent on your municipality being in good standing at the time the signed contract is received.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley Bouck", written over a faint circular stamp.

Ashley Jeffrey Bouck
Chief Executive Officer

Mohawk Hudson Humane Society
3 Oakland Avenue
Menands, NY 12204

ajbouck@mohawkhumane.org
518-434-8128 ext. 202

Municipal Animal Sheltering Agreement

between

Mohawk and Hudson River Humane Society and Town of Poestenkill

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 20____, and effective January 1, 2022 to December 31, 2022 between the Town of Poestenkill, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Municipality" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic not-for-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "Society".

WITNESSETH

WHEREAS, the Municipality has the obligation to maintain a municipal animal shelter and to seize and ensure the proper disposition of dogs pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77, and the Municipality desires to obtain the services of the Society to perform such services as required by Article 7 of the Law for the Redemption Periods and subsequent legal dispositions specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, the Society maintains a shelter for dogs, cats and other animals (individually, an "Animal" or collectively, "Animals") and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it from residents, Animal Control and/or Dog Control Officers , and /or police officers of the Municipality (hereinafter "Officers").

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

I. INTAKE

The Society will operate an animal shelter as required in the Law and will make itself accessible daily to the Municipality for the acceptance of dogs and cats brought to the Society by officers and residents of the Municipality, under the terms of this agreement. The Municipality must secure authorization from Society management prior to bringing any animal other than a dog(s) or a cat(s) (hereinafter "Other Animals") to the Society. The Municipality acknowledges that previous approval for a particular type of Other Animal does not imply ongoing approval, and the decision to house an animal other than a dog(s) or a cat(s) will be made on a case-by-case basis by Society management.

Society staff will aid in the entry process for animals delivered to the Society pursuant to this Agreement during business hours only. Officers of the Municipality will be given twenty-four (24) hour access, to a designated portion of Society's premises for the limited purpose of bringing animals to the Society's overnight kennels.

The Municipality acknowledges that it has examined the premises to be utilized for shelter services, or has caused same to be examined, and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of the Society.

a. ILL AND/OR INJURED ANIMALS

The Municipality agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the Municipality's expense before being brought to the Society for sheltering. Other than prophylactic care, if veterinary care is required during the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by the Municipality due to pending legal proceedings involving the animals so sheltered, the Society will bill the Municipality for the cost of the service. The Municipality shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. The Society's professional staff have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/ or special handling by the Municipality.

b. STRAY AND "AT LARGE" ANIMALS

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

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs not bearing a municipal license tag or registered microchip (unidentified). The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The first day of the redemption period for such seized animals begins at 12:00 am on the day after the animal is seized. The time periods referenced herein are collectively referred to herein as the "Redemption Period".

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

Each calendar day of the stray hold will be billed to the Municipality according to the fee schedule in section IV below.

c. OWNER SURRENDERED ANIMALS

The Society will accept animals that have been surrendered by their owner through Officers of the Municipality. The Society requires that any animal surrendered to the Society by a member of the public or by the Municipality shall have executed a copy of the Society's Animal Surrender Agreement, a copy of which is annexed hereto as Exhibit "A". The Society will assess the animal's behavior upon intake and has sole discretion in determining whether the animal is suitable for adoption. If, in the Society's opinion, the animal is not suitable for adoption due to behavioral or biological health, the animal will be humanely euthanized and the Society will bear the cost of such euthanasia.

The Municipality will incur a one-time surrender fee for owner surrendered pets, as outlined in the fee schedule in section IV below.

d. COURT ORDERED HOLDS ON DANGEROUS DOGS

The Society will provide and maintain shelter for any dog alleged to be or deemed dangerous by a Municipal justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Municipality under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Municipal ordinance. The Society shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Society's premises by an agent of the Municipality, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Society for its records within twenty-four (24) hours of such order. The Municipality acknowledges and agrees that without a Court Order, the Society does not have the legal right to hold an animal against an owner's wishes; if an owner wishes to redeem said animal during the Redemption Period, the Society must comply with the owner's request to redeem under the Law. No animal ordered held will be euthanized without a duly executed Court Order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

e. RABIES CONFINEMENT

The Society will also provide and maintain shelter for any dog or cat suspected of rabies when ordered to do so by any health officer of the Municipality or Health Officer for the County in which the Municipality is located for such a period as directed by said Health Officer, but in no event shall the Society keep such animal(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog or cat is eligible to be reclaimed by its owner. Should the owner not reclaim the dog or cat at the conclusion of the Hold Period, it shall be the obligation of the Municipality to comply with the requirements of the Law regarding redemption notification as set forth in I(b) above, and the Society shall hold such animal for the applicable redemption period.

Each calendar day of the rabies confinement and subsequent redemption period will be billed to the Municipality according to the fee schedule in section IV below.

f. DECEASED STRAY ANIMALS

The Society will accept deceased stray animals with no known owner from the Municipality and hold them for five (5) days. At the expiration of the holding period, the Society will send the deceased animal for group cremation.

The Municipality will be billed for each deceased stray animal according to the fee schedule in section IV below.

g. ANIMAL CRUELTY SHELTERING

The Society shall not be required to shelter any cat, dog, or other animal which was seized by the Municipality due to allegations of abuse or neglect. In order for Society to consider accepting such animal(s) into its shelter, the Society requires that the Municipality provide a complete and accurate disclosure to an officer or director of the Society including but not limited to: full and accurate conditions in which the animal was found; the reactions/ actions of the animal during its seizure; the bite/ attack history of the animal, if known; prior reports regarding the animal; and prior dangerous dog determinations regarding the animal. Society will have the sole discretion in determining whether to accept such alleged neglected and/or abused animal(s) into its shelter.

In any and all such cases where the Society agrees to shelter, feed and water the seized allegedly abused or neglected animal(s), the Municipality shall reimburse the Society on a monthly, per animal basis commencing with the first day of confinement until the animal is returned to its owner(s) by operation of law, surrendered to the shelter by the owner or otherwise disposed of pursuant to a duly

executed Court Order. With respect to applicable Court Orders, or other legal proceedings pertaining to the seizure of alleged neglected and/or abused animals, the Society shall have access to any and all Court Orders and charging instruments, supporting depositions and other papers which authorize the seizure and provide information about the animal(s) seized. This information must be received prior to any subsequent agreement by the Society to shelter and maintain the animal(s). The Society shall keep any such Court documents, orders and other written materials regarding the animal confidential and shall not post such animals for adoption on social media or otherwise until the animal(s) are surrendered to the Society by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Municipality shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Municipality shall advise Society as to the status of the security bond posting during the pendency of such a proceeding and shall advise Society when a judicial determination is made with regards to such bond and shall promptly provide Society a copy of such Court Order. Society agrees to cooperate with the Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application, or in support of the Municipality's request for restitution., The Society will be paid for all services related to housing and caring for the animals by the Municipality. Any bond or restitution granted shall be the property of the Municipality, provided that payment in full for services rendered to the Municipality has been made.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

h. TEMPORARILY DISPLACED ANIMALS

The Society shall not be required to shelter any animal seized by the Municipality or otherwise delivered to the Society by a resident of the Municipality due to temporary displacement of such animal's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of an animal from a dwelling due to code violations or any other temporary condition. Society will accept an animal from the resident of the Municipality only upon a duly executed Animal Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

II. DISPOSITION

a. REDEMPTION BY OWNER

- i. The Society will permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid Municipal license, directly from the Society's location in Menands, New York, during the redemption

period required by Law. The Municipality shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the animal shall present said proof to the Society.

All impoundment fees imposed by the Municipality will be paid to, and licenses shall be issued by, the Municipality directly to the dog's owner(s) at the Municipal clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Municipality. The Society shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Municipality shall not imply verbally or state in writing that the fees they choose to charge are set by the Society, or are Society mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Municipality, pursuant to Law and this Agreement.

- ii. The Society will permit redemption of stray cats within the Redemption Period to the lawful owners, as evidenced by veterinary records and photographic evidence or microchip information, directly from the Society's location in Menands, New York, during posted operating hours.
- iii. The Society will permit redemption of animals released to their owners pursuant to a duly executed and delivered Order of the Court, as provided by an agent or officer of the Municipality to the Society during the Society's normal operating hours.

b. DISPOSITION BY ADOPTION OR EUTHANASIA

- i. Immediately upon conclusion of the Redemption Period, legal ownership of unredeemed pets will be transferred from the Municipality to the Society. The seizing officer will record this transfer of ownership as the pet's disposition in their legally required seizure and disposition report.
- ii. The Society will have sole discretion in determining whether animals transferred to its ownership at the expiration of the Redemption Period, by duly executed Animal Surrender Agreement, or by operation of law, are to be placed for adoption through the Society, transferred to another facility for adoption, or humanely euthanized.
- iii. The Society expressly reserves the right to refuse to perform any euthanasia on any animal for any reason, in the Society's sole discretion.
- iv. The Municipality is responsible for carrying out any and all Court Ordered euthanasia of any animal, and retains the right to bring the animal to a private veterinarian of their choosing for euthanasia services should the Society refuse to perform the euthanasia pursuant to this Agreement.

- v. All associated costs for Court Ordered euthanasia services shall be the responsibility of the Municipality whether or not performed by Society.

III. RECORD KEEPING

- a. Upon delivery of animals to the Society, the Municipality will complete any and all intake forms required by Law, as well as those provided by the Society at the time the animals are brought to the Society for each animal. Information which may be required to be provided to Society includes but is not limited to: reason for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.
- b. The Society will file and maintain a complete record of any seizure and subsequent disposition of any dog or cat in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- c. The Society's records relative to the dispositions of any dogs seized by the Municipality shall be available for inspection by the Municipality at the regular times at which the Society's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.

IV. FEES FOR SERVICES

- a. Fees are accrued on a calendar day basis and are not pro-rated for partial days. Fees are accrued beginning on the first day of confinement and continue to accrue until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order.

The Municipality is responsible for providing the Society with any duly executed Court Order ending a Court Ordered hold, and will continue to accrue fees until such Court Order is provided to the Society by an agent or officer of the Municipality.

- b. The Municipality agrees to pay the Society for sheltering and other services rendered under this agreement. The following are the fees that will be charged to the Municipality:
 - i. Dogs, excluding Animal Cruelty Sheltering: \$100.00 per dog the first day of confinement and \$70.00 per dog per day commencing on the second day

of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes public posting of stray pets on the Society's website, health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

- ii. Cats or other approved animals, excluding Animal Cruelty Sheltering: \$75.00 per cat or other approved animal the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. This fee includes public posting of strays on the Society's website, health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
- iii. Animal Cruelty Sheltering:
 1. Dogs: \$250 per dog for the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
 2. Cats or other approved animals: \$150 per cat or other approved animal for the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

3. If necropsy is required by Federal, State or Local Law Enforcement, Court Order or District Attorney's Office (collectively "Law Enforcement"), the cost of the necropsy and any other requested testing shall be billed separately and shall be the responsibility of the Municipality or the Law Enforcement agency requesting such necropsy or testing.
- iv. Owner Surrendered Animals: \$100.00 per dog, and \$75.00 per cat or other approved animal, surrendered to the Society via a duly executed Animal Surrender Agreement by such animal's owner(s) to the Municipality. This fee includes prophylactic care and all disposition costs, be they associated with adoption readiness, transfer, or humane euthanasia performed by the Society.
- v. Humane Euthanasia Services: \$100.00 per animal for humane euthanasia services performed by the Society.
- vi. Group Cremation/Dead on Arrival: \$35.00 per animal.
- vii. Large Animals: In the case of animals which are physically larger than dogs and cats, additional fees will apply and the acceptance and disposition of such animals shall be pursuant to a separate agreement with the Municipality.
- viii. Other Animals without Prior Authorization: If the Municipality does not obtain prior authorization from the Society to house an animal other than a dog or cat, the Society will bill the Municipality \$100 per pet, per day, commencing on the first day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services the Society deems necessary to humanely care for the unauthorized animal.
- c. All fees for services and sheltering rendered under this Agreement shall be paid to Society on a Net 30 basis. Society shall invoice the Municipality on a monthly basis.
- d. Failure of the Municipality to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the Municipality's violation of Article 7 of the Agriculture and Markets Law.

V. MISCELLANEOUS PROVISIONS

- a. NOTICE

i. Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Society, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to The Mohawk and Hudson Humane Society, Inc., 3 Oakwood Avenue, Menands, New York 12204 with a copy to its counsel at: Schopf Law, PLLC, 28 Corporate Drive, Suite 103, Clifton Park, New York 12065 and by email to jgs@schopfllaw.com; and if to the Municipality, via hand delivery to the Office of the Municipality's Clerk, or via certified mail, return receipt requested, to the Municipality's Clerk at the publicly posted mailing address for the Municipality with a copy to the Municipality's Attorney by First Class mail and email, if available. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

i. This Agreement shall become effective on January 1, 2022 and shall continue in effect until December 31, 2022. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. Notwithstanding the prior terms hereof, the Society by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Municipality adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Society to perform any act inconsistent with its humane principles.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction in Albany County, New York.

d. SEVERABILITY

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

e. INDEMNIFICATION

i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify

and hold Society, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents or employees.

- ii. To the fullest extent permitted by law, Society shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Society, its officers, agents or employees.

f. OTHER AGREEMENTS PERMITTED

- i. The Municipality acknowledges and agrees that in addition to the animal welfare programs that Society performs in fulfillment of its charitable mission, the Society performs sheltering and other animal care services for other Municipal Corporations pursuant to agreements with other such Municipal Corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or animal care and shall not act as a prohibition or restriction upon Society from entering into sheltering agreements with other Municipal Corporations.

g. ENTIRE AGREEMENT

- i. This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

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

By:

Signature

Date

Municipal Official Print Name and Title

Ashley Jeffrey Bouck
Chief Executive Officer
Mohawk & Hudson River Humane Society

Date

Library Lease Agreement
DRAFT

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This Lease Agreement is effective as of the 1st day of January, 2022 between the Town of Poestenkill, a municipal corporation and political and geographic subdivision of the County of Rensselaer, State of New York, having offices at the Poestenkill Town Hall on Davis Drive in the Town of Poestenkill (hereinafter the "Lessor") and the **Poestenkill Library**, an education corporation duly chartered by the Regents of the State of New York, and having offices at the Poestenkill Library Building located on 9 Plank Road in the Town of Poestenkill (hereinafter the "Lessee").

1. Premises

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

2. Term

The term of this Lease shall start on January 1, 2022 and shall extend through December 31, 2022. Provided that the Lessee substantially complies with the terms and conditions of this Lease and provided further that the Lessee dutifully and satisfactorily continues to supply library services to the Town and its residents. ~~as set forth in the separate annual Library Services Agreement between the parties hereto,~~ This Lease shall be renewable annually for a term of one year at the option of the Lessee for a total of twenty (20) years from the inception of the initial lease (i.e., through December 31, 2041). Subject to the foregoing, each year during said twenty year period the Lessee shall be deemed to have exercised its option to renew this Lease for the following year unless the Lessee gives to the Lessor written notice no later than September 1 of the Lessee's intent to not renew for the following calendar year. After December 31, 2041, the Lease may be renewed for such period and upon such terms as might be then agreed upon and duly memorialized by the parties.

3. Rent

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

4. Use of the premises

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

5. Condition of the Premises

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

6. Assignment and Subletting

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

7. Alterations and Improvements

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

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

8. Damage to the Premises

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

9. Dangerous Materials

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

10. Utilities

Lessee shall be solely responsible for arranging and paying for fuel oil and electrical service to the Building and any and all other utility services required or desired by the Lessee. Any such services shall be transferred to, initiated or maintained in the name of the Lessee which shall

not default on any obligation to a utility provider for utility services at the Building. Any breach of this requirement shall be deemed a substantial breach of this Lease justifying termination thereof by the Lessor.

11. Maintenance and Repair

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

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

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

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

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

12. Animals

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

13. Right of Inspection

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

14. Holdover by Lessee

Should Lessee remain in possession of the Building with the consent of Lessor after the expiration of the term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on

thirty (30) days notice by either party or longer notice if required by law. Is this language necessary?

15. Surrender of Premises

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

16. Abandonment

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

17. Renewal

This lease may be renewed with the same or different terms and conditions by agreement between the parties. Notice of desire to renew beyond December 31, 2041 must be delivered by the Lessee to the Lessor at least 120 days prior to said date. If timely notice is delivered, the Lessor will not enter into a lease with a different party without first giving the Lessee the opportunity to negotiate a renewal lease agreement.

18. Security

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

19. Insurance

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

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

- C. Lessee agrees to indemnify the Town of Poestenkill for any applicable deductibles.
- D. Required insurance shall include general premises liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, and statutory workers' compensation and employers' liability insurance for all of the Lessee's employees.
- E. Lessee acknowledges that failure to obtain or maintain such insurance on behalf of the Town of Poestenkill constitutes a material breach of contract and subjects Lessee to liability for damages, indemnification and all other legal remedies available to the Town of Poestenkill. Lessee is to annually provide Lessor with a certificate of insurance, evidencing that the above requirements have been met. The failure of the Lessor to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Poestenkill.
- F. The presence; or absence of insurance as provided above notwithstanding, and to the fullest extent provided by law, the Lessee shall indemnify, hold harmless and defend the Lessor Town of Poestenkill against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Town of Poestenkill for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Lessor's or Lessee's employees or volunteers, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the Lessee's use and occupancy of the premises or from any acts or omissions on the part of the Lessee, its employees, agents, representatives, volunteers, patrons or invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

20. Binding Effect

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

21. Governing Law

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

22. Severability

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

23. Entire Agreement

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

24. Notices

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

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

Poestenkill Library (Lessee)

Town of Poestenkill (Lessor)

By: _____

By: _____

STATE OF NEW YORK
COUNTY OF RENSSELAER

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

Town Supervisor

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

STATE OF NEW YORK
COUNTY OF RENSSELAER

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

Library Board President

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

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the individual, or the person(s) on behalf of which the individual acted, executed the instrument.

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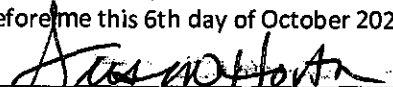
Notary Public

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

September 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:		\$ 314.82
Marriage License	1 @ \$ 7.50	\$ 7.50
Marriage Certificate	1 @ \$10.00	10.00
A1255	Total Town Clerk Fees	\$ 332.32
		\$
A1289	Registrar	\$150.00
A2655	Minor Sales – Copies (certified copy) –	\$ 5.00
A2544	Local Fee for Dogs –	114.00
A2115	Planning Board Fees - \$ ZBA Fees - \$	\$
A2555	Building Permits	\$ 999.68
A-2545	Peddlers Permit	\$
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - 2 @ \$275.00 = \$550.00	\$
A2240	Misc. Water Charges -	
A2710	Water Permit Fee - 3 @ \$40.00 = \$120.00	
1001	Water Billing - \$1,390.72	
TOTAL WATER CHARGES		\$ 2,310.72
REVENUE TO SUPERVISOR		\$3,911.72
Amount paid to State Comptroller for Games of Chance License		\$
Amount paid to DEC for Conservation Licenses		\$ 6,497.18
Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program		\$ 22.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 22.50
TOTAL DISBURSED		\$ 6,541.68
Keith Hammond, Town Supervisor		\$
TOTAL AMOUNT RECEIVED BY CLERK		\$ 10,453.40
<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 September. Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of October 2021.</p> 		




Town of Poestenkill

Assessor's Office

P.O. Box 210 38 Davis Drive
Poestenkill, NY 12140
518-283-5100 Ext. 101

VIII D1

TO: Poestenkill Town Board

FROM:  Betsy Pinho, Assessor

RE: Assessor's Report September 2021

The Assessor's Office continues to receive new deeds from the County as well as split/merger documents for processing. We are responding to resident inquiries and processing new exemption applications and closed building permits. We continue to update the Real Property System as needed.

We are preparing to mail renewal exemption applications for Senior Aged, Disability, Agriculture, Non-Profit, Clergy, and Forest exemptions. Items that need to be prepared and organized include the mailing labels, cover letters, and renewal exemption applications. Residents can return the required forms and documentation by mail, in person, or utilize the Town drop box.

All other Assessor's Office functions are continuing as normal.

cc: Susan Horton, Town Clerk

VIII E. 1

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

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 / 811 /Public Health Coordinator *RLB*

Date: October 7 , 2021

RE: Monthly Activities (September)

OVERVIEW:

In the Municipal Water District, 811 operations, and the Public Health Coordination areas of responsibility, all our requirements were either met or exceeded during this period. However, it has been a very active period, as you will see if you read this entire report. Presently the “hottest” issue continues to be in the Public Health Coordination area of our responsibility.

On the very positive side, all our water test laboratory results continue to be exceptionally good, guaranteeing safe water for our residents.

MONTHLY PUBLIC HEALTH COORDINATION REPORT:

During this period a significant increase in the public’s interest and involvement in the PFOA issue has resulted in our expanded informational coverage. In addition to more media coverage (Radio, TV, and Newspaper) we have been getting many calls and e-mails requesting information; each of these is handled thoroughly and professionally. Additionally, the subject has been continually updated at our Town Board Meetings and on our Town Website. On 9/27/2021 Eric Wohlleber hosted an open Community “Face to Face” Meeting at the VFW with invited “involved” organizations from the RCDOH, the NYSDOH, and the NYSDEC. This meeting was an excellent opportunity to discuss the actions and responsibilities of all the involved agencies. I believe that continuing this type of open communication is welcome and necessary in order to “keep the waters” as calm as possible. I have received numerous resident comments who expressed their appreciation for keeping them updated on the Town Website. The next

meeting is scheduled for 10/9/21. This subject is still in the early stages and continued pressure on the respective agencies to perform more testing and show results is important---our residents expect no less!

We came to several cooperative working arrangements with the Capital Region Environmental Laboratory, including a test cost reduction from \$500 to \$350. On 9/23 I picked up test kits for PFOA (\$350 cost) and Coliform and E-Coli (\$40 cost) testing to be used should any residents want to test their wells. We set up a system whereby the resident would pick up the free test kits at my office. I would help them fill out the required paperwork and take the test samples to the lab (on ice) thereby saving them a trip to the laboratory. They would include their check in the test package to cover the cost. This is the same approach which we used after Hurricane Irene for over 100 tests and it worked very well. On Friday, 10/1/21, I took the test samples for two residents who paid for them themselves to the lab. Each of these residents sampled not only for PFOA/PFOS (\$350) but also for Coliform & E-Coli (\$40).

For a long time you have heard me discuss the Hoosick Falls and Petersburg issues and have read my reports on this issue. FYI, I have attached an article from the 10/2/21 Saturday's Albany Times Union which provides an excellent overview of actions taken and provides a roadmap of some of the things which we will be facing. I believe that our actions thus far are excellent, and we will therefore avoid some of the mistakes made by Hoosick Falls, namely attempting to hide the problem and then dragging their feet. We have acknowledged the problem, albeit significantly less severe than Hoosick Falls and Petersburg, and are properly pursuing with the responsible governmental agencies. With the Petersburg lawyers requesting 25% of the settlement, there are "sharks in the water" (no pun intended) and you can bet that we will experience a similar approach. Again, I believe that we are on the "right side of the angels" on this issue and I urge your continued support for the actions which the town has taken. We should not take over the responsibilities of the various governmental agencies, but rather, we must hold their feet to the fire to see that they do their jobs. Also, importantly, I believe that we have the residents "with us" and this is because we have been keeping them informed---we must continue to do this. (ATTACHMENTS 1&2)

As mentioned above, the hottest issue presently involves PFOAs:

ISSUE #1- UPDATE ON PFOAs, PFASs & PFOSs:

Of the first 12 locations which were offered free well testing, 10 residential homes agreed to be tested. The test results were recently received with 8 of the ten having results below the MCL of ten parts per trillion, which is deemed acceptable for PFOAs. We have addressed the other two as described in our recent update on the Poestenkill Town Website. It states:

Latest News
UPDATE FOR PFOA:
September 3, 2021

As mentioned in our last update on the Town Website, we were planning, with the strong support of the RCDOH and the NYSDOH, to test a number of resident wells for PFOAs. We have recently received test results on the samples of 10 resident wells adjacent to the Algonquin Middle School in Poestenkill. Two of the ten locations tested somewhat higher than the MCL level recently established by the State and all 8 of the other wells were below the MCL requirement; in fact, 7 of the 10 wells showed no PFOA presence.

These tests were established cooperatively by the Town of Poestenkill, Rensselaer County, and New York State public health organizations after a test result came back with elevated levels of PFOA from the Algonquin Middle School in the spring of 2021. After learning of this test result the Town of Poestenkill and Rensselaer County provided free test samples for 10 neighboring properties of the Middle School.

This week those test results came back and 8 of the 10 tests were within the State regulations of 10 parts per trillion (PPT) which is deemed acceptable for PFOAs. Two of the ten wells tested showed results with levels of PFOAs somewhat higher than State guidelines, one of the wells in the close proximity to the Middle School with results similar to the school's results.

The two property owners with the levels above the MCL are receiving bottled water from the NYSDEC and the DEC is installing a POET system to treat their wells. This "Point Of Entry Treatment" system, also known as a GAC system, will be installed and maintained by the DEC with continued follow-up testing until the problem is solved.

Now that the results of the first 10 locations have been received, we are continuing to work with the RCDOH and are selecting more sites, possibly the next 10, in order to further protect the residents' water and also as an aid to determine the source of the problem.

"We are working closely with county leaders, including County Executive Steve McLaughlin to support our residents", said Keith Hammond, Poestenkill Supervisor. "Residents should know that we are doing everything we can to address those properties which are impacted and we will provide additional testing so that our residents have the information they need to guarantee the safety of their loved ones".

Residents who have any questions are welcomed to contact the Poestenkill Water Manager, Robert Brunet at 518-283-5100 ext.110, or at his email: waterpoest@nycap.rr.com.

In harmony with the RCDOH, 10 additional resident homes have been offered free testing. These homes were selected based upon analyzation of the test results from the first 10 homes tested. Rich Elder notified me that only 8 of the 10 answered his letter and asked for our help on the other two. On Saturday, 9/26/21 we met, face to face with each of these residents. One man on Ford Road has his home up for sale and declined to be tested; if it failed, he would be legally responsible to divulge this information to a buyer. The other resident, a woman on Route 66 felt unsure of what to do and she declined. The test samples were collected during the

week beginning 9/27. The test results are expected by the 4th week of October. We will continue to be working with the RCDOH on the test results and will continue to keep the “emphasis” on the responsible governmental agencies to determine the source of the problem.

We continue to have an excellent “team approach” working relationship with the Laboratory, with the RCDOH and with the NYSDOH to identify the cause and then to solve this problem. I have had many significant discussions with Rich Elder (RCDOH), Justin Deming (NYSDOH), and Dave Chiusano (NYSDEC) regarding where we go from here. My “position” is that we must go further to protect our residents and to identify the cause of the problem, so that effective remedial actions can be taken. I have already received a commitment from Rich to perform more tests, based upon the test result locations which we received in the first and second rounds of testing. Our next tests will be strategically designed locations, selected in hopes that we will glean some further information which will help us determine the source of the problem. Presently, this is not known by any regulatory authority to my knowledge, --- only speculation. Additionally, at our 9/16/2021 Town Board meeting numerous aspects of this situation were discussed. Eric Wohlleber has already proposed that the NYSDOH and the NYSDEC establish a plan to significantly increase testing at their cost; this includes drilling test pits by the DEC to further aid in finding the cause. We are a very involved participant in this undertaking and will continue to keep you informed of our status, successes, and areas which require your further support.

Although the EPA has not yet established required MCL standards and does not require testing for 1,4-Dioxane at this time, it is just a matter of time before they do so, including MCL requirements for many more of the known 5,000 PFOA compounds not yet falling under an MCL requirement; presently only 18 are being test for. Because Poestenkill receives our water from Troy’s surface water supply, the Tamhannock Reservoir, I do not expect to have a problem with our municipal water , but those who choose GACs on their wells might be surprised to find that the GACs do not filter out many contaminants and likely will not meet all the coming MCL requirements and will definitely not remove 1,4 Dioxane (this requires UV treatment). This is why I strongly advocate the “short term” solution of bottled water and GACs and also the “long term” solution of connecting to a surface water supply, such as our Troy water from the reservoir.

ISSUE #2- UPDATE ON THE FEDERAL AND NEW YORK STATE MAXIMUM CONTAMINANT LEVELS (MCLs) FOR LEAD/COPPER (LCRR) AND THE TOWN’S RESPONSIBILITY AT THE RESIDENT’S HOME.

I continue to be very involved in this issue and the Town is meeting all our obligations. We are working diligently, but little is new, and I do not expect additional significant changes or updates for the next 5 to 6 months. Additionally, I have been staying very close to the actions of the “Lead Service Line

Collaborative", which describes itself as a "joint effort of 28 national public health, water utility, environmental, labor, consumer, housing and state and local governmental organizations to accelerate full removal of the lead pipes providing drinking water to millions of American homes". This organization is significant in that it is a major force in helping shape the upcoming laws from Washington and Albany which will affect us.

The EPA recently announced that they are delaying the compliance date for the LCRR to October 16, 2024. This Final Rule is effective December 16, 2021. This deadline allows the states to have a full three years provided by the Safe Drinking Water Act to adopt laws and regulations, and that water systems will have enough time to meet compliance deadlines. We are OK and will be compliant.

The Albany Times Union recently posted an article entitled "Lead alternative in pipeline?". The article featured the current EPA Administrator, Michael S. Regan, senior politicians, and numerous Albany County leaders. The article discusses the 14,000 Albany homes presently fed by lead pipes and some of the actions which Albany will be taking to replace these pipes using money from the \$3.25 trillion federal spending plan designed for such purposes, including reimbursement of \$2,000 to each homeowner to replace their lead service line.

As I have stated in a past monthly report " President Biden also included an additional \$23 BILLION in his Infrastructure Plan for "Clean Drinking Water". The WWD publication further details some of the new requirements placed upon our Poestenkill Municipal Water System. The publication states "LCRR places significant new "burdens" on water utilities, which the Association of State Drinking Water Administrators expects will require seven times the resources to stay compliant". In our case, the additional "burden", as mentioned previously, will be mostly research work and complex record keeping and reporting, (not economic), as required by the EPA. Although the workload will increase, I expect to be able to handle it without any additional help. According to the recent Water World LCRR Webinar, significant requirements of the LCRR include the development of an inventory, the required testing of all schools, required communications with the community, the establishment of new "Trigger Levels" for testing, and required additional testing techniques for residential homes. Again, I expect that the initial "financial impact" on Poestenkill will be minimal but the record keeping, and reporting requirements will be substantial. I have already begun our work involvement."

Our "bottom line" is that we are involved, but we have no significant financial impact, only administrative. FYI, the decisions which we made in the past eleven years regarding service line connection material requirements are serving us well today and saving us money!

ISSUE #3- UPDATE ON THE ALGONQUIN MIDDLE SCHOOL SITUATION:

Discussions are ongoing, but no firm decision has yet been officially announced regarding which option will be pursued to rectify the PFOA/PFOS problem at the Algonquin Middle School (GAC or tie into our water from Troy). My

“opinion” is that they will select the Granular Activated Carbon (GAC) option due to lower initial cost and the shorter installation interval. I personally believe that the GAC option just fine for the short-term mitigation solution but is not the best option for the school for the long run; the school would be well served if they pursued the Troy water connection (through Poestenkill) because they would then be using a surface water supply with significantly less contamination potential. I further believe that this will become obvious as the EPA establishes more demanding water standards. Judith Enck, former EPA Administrator, has recently stated the same reasoning when she commented on the solution for Hoosick Falls; she also recommended Troy water, but I think it unlikely that her recommendation will be followed either, based upon recent public comments by the Hoosick Falls Mayor.

I recently attended the EPA sponsored “PFAS Technical Support & Scientific Advancements Webinar” presented by Dr. Kate Sullivan, EPA Project Task Coordinator.

This webinar provided updates on:

- 1 – The effectiveness of GACs ? – Not Yet Fully Known
- 2 – The 10-state target group study (including Hoosick Falls from N.Y.)
- 3 – It is estimated that >98% of people in the U.S. have measurable PFAS
- 4 – The EPA introduced “NOVEL COMPOUNDS” – “Yet Unknown Harm”
- 5 – There are over 5,000 known PFAS compounds and only 36 PFAS compounds can be quantified at this time.

The “Take Away” from this session is that the EPA requirements are going to quickly be increased and we must be prepared for the upcoming significant changes. Despite these growing demands, I believe that we are well positioned and prepared. In Poestenkill we have been and will continue to be “proactive” --- not “reactive”. I continue to receive numerous resident calls related to the Algonquin Middle School, but their reactions to the information which we provide is very positive and appreciative.

Again, my attendance at the EPA sponsored seminar entitled “PFAS Technical Support & Scientific Advancements” was time well invested for planning our future approaches. This seminar discussed many of the future aspects regarding EPA PFAS and 1,4-Dioxane requirements and alluded to some of the more restrictive changes coming.

SPECIAL NOTICES:

NOTICE #1: We have on-going verbal discussions with RCDOH and NYSDOH personnel and continue to have a very cordial and “good working” relationship with them. This quality teamwork significantly helps us, particularly during this period of major EPA activity and increased EPA and NYSDOH requirements. I have also been offered help from Troy (Chris Wheland, Troy Public Works Superintendent) regarding applying for and obtaining grants from the EPA. It is noteworthy that Chris recently received a \$20 million grant to replace his two old 30” and 33” pipes from the reservoir to his

water plant on Water Plant Road with two new 36" pipes (total project cost \$40 million with 18 months completion schedule). Chris' offer could be very helpful should it be required by the school or if we, in the future, decide to expand our system within Poestenkill, or even in the event that the "rumored" possibilities of serving Sand Lake take on more support and momentum.(**SEE NOTICE #5 BELOW**)

NOTICE #2: The NYSDEC just notified the Public Health Coordinators that the Climate Action Council and Climate Justice Working Group Meetings will be available for public viewing. This 22-member committee will be preparing a Scoping Plan to achieve the State's bold clean energy and climate agenda, including clean air and **clean water initiatives.** I continue to attend these meetings as appropriate. Their objective is to complete their recommendations by year-end and to implement those recommendations.

NOTICE #3: There have recently been many inquiries regarding **connection to the Poestenkill Municipal Water system.** To respond to these numerous requests, we have performed field and document research and made the necessary calculations for a preliminary survey.

The "bottom line" is that the connection to the Algonquin Middle School is fully feasible. Also, based upon my elevation levels (taken on Sunday, 9/12/21) and calculated anticipated water pressure the expansion to other requested areas including the Algonquin Beach Estates is also reasonable, but will require more detailed engineering work.

Of course, if any actual connection is to be accomplished a fully detailed engineering study will be required for further information, including the specific design of all facilities including the potential need of a booster pump.

NOTICE #4 – GREAT NEWS FOR POESTENKILL: You have heard me discuss Water Leakage and the associated costs for a long time; and you have been supportive of our efforts to improve the situation. I wanted you to know that our efforts are presently paying significant dividends to us. In 2019 our daily water pumped per day was 130,000 gallons. Today, because of our efforts at leak locating we have continually been pumping under 100,000 gallons per day, almost a 30 % improvement. Our results are even better when you recognize that we now have about 35 more users, a 10% increase equating to another 3,700 gpd. I assure you that we are continuing to work diligently on finding and repairing old and new leaks, but I wanted to thank the Town Board for your continuing support and focus on this important area of our responsibility.

NOTICE #5: As I have mentioned in the past, Chris Wheland, Troy Public Works Superintendent (a "good guy" whom I have known and worked with for over 10 years), has offered to help us (at no cost) in preparing and applying for a grant, based upon federal money available thru the Clean Water Act. FYI, Chris was recently awarded \$ 20 million towards his \$40 million project to build two new 36" main water pipes from the reservoir to his water plant. I have accepted Chris' generous offer and will shortly meet with him to get our game plan together. If this approach works out, not only will it provide significant funding to Poestenkill, but

it will also save Poestenkill the expense of hiring an outside consultant to prepare the Request for Funding. I will keep you informed.

MONTHLY WATER DISTRICT'S OPERATIONAL REPORT:

From an overall operational viewpoint everything in the water district is going quite well. Looking ahead I continue to stress that, in my opinion, and other than maintaining the safe quality of our water, the single most financial difficulty and necessary operational challenge we have in 2021 and beyond is continuing to find and repair the water leaks in our system; this is our major and continuing focus.

A SERVICE FOR OUR RESIDENTS: On October 1st I took the required water samples for E-Coli and Coliform to the lab for testing. I also took two residents' water samples for lab testing; they will be tested for PFOA/PFOS and also for E-Coli and Coliform. We provided the test kits and helped them fill out the paperwork in my office and they then brought the water samples into my office between 8-9am and I took them to the lab, thereby saving the resident the trip (they paid the lab for the testing fee). This is a service which I have provided for the residents for many years and they appreciate it.

POTENTIAL PROBLEM AVERTED: At 3:30 on Wednesday, 9/22, I received a call from Bill Bradley, Water Manager-Brunswick, stating that they were having a chlorine residual problem involving Troy and would be modifying their pumping (including turning pumps off) and would be opening numerous hydrants, including the hydrant nearest the Underground Meter Pit. Since this could create a problem for us, we carefully monitored our operations at the pump station. At about 6pm I noticed a significant reduction of "input suction" to our pumps from Brunswick (per the Tigerflow computer) -down to 62 psi. Also, one of our pumps began to operate at 100% capacity, an abnormal and undesirable situation. This could cause severe problems to our main pumps, so we turned off both of our main pumps and monitored our operations carefully for the next 48 hours. This did not have any adverse impact on our residents since they were fed from the tank on Hinkle Road with normal pressure. During this timeframe we kept in close contact with Bill so that our actions could be coordinated with his. The next day, Thursday, at 6 pm, after checking out our system and verifying with Bill that his system was ok, we re-initialized our computer operations and we turned our pumps back on to resume normal service. The suction pressure was now up over 80 psi (ok) and our pumps were operating at 72% (also ok). During Thursday night our pumps were continuously operating to refill our Hinkle Road tank. Friday morning everything was fine. The problem was averted and fixed.

On 9/4 Rob located and repaired (Ballast replacement) the lighting problem in the hallway near Sue's office at Town Hall. IMPORTANT INFORMATION: As in the last ballast replacement which Rob did in the Assessor's office, these lights

have been converted to the newer high efficiency bulbs. The old ballast wiring will not work with the new ballast replacement. It must be tested out and rewired or the new ballast will not work. I have seen someone try a direct replacement and then wonder what he did wrong. The ballast has 8 wires coming out of it and these must be connected to 16 wires in the fixture. You cannot just replace "wire color for wire color".

THIS MONTH'S CORNY HUMOR:

When I die, I want to go peacefully in my sleep like my grandfather did, not screaming and yelling like the guy in his passenger seat.

I completed the monthly total testing system re-calibration process on all our coliform testing apparatus to verify accuracy. Everything is good.

During this period, we again had to modify our daily chlorine consumption to be in sync with the Troy and Brunswick chemical changes and the increased chlorine requirements due to the warmer temperatures and other factors. This is a relatively frequent required operation which we normally perform.

On Sunday, 9/12, the chlorine feed system from the chemical room tanks at the pump station to the high-pressure output piping became blocked and reduced the chlorine output. We uncovered the problem before it negatively affected our system chlorine residual by determining that the tank usage overnight was less than normal. We fixed the problem by cleaning the foot valve in the bottom of the tank #2 and by unblocking the high pressure 1/2" steel input pipe to the 6" outlet pipe to our distribution system. This occurs periodically and is the natural result of the chlorination process.

New contractor and resident water installations have significantly increased during this period for new service line hookups. We are presently handling 14 new installations, 4 of which are in Quail Meadows. Also, noteworthy, is the fact that many homeowners are performing their own installations, thereby saving themselves significant dollars, at least \$2,000 each.

TRAINING:

During this period of COVID-19 various quality organizations have continued offering free webinars which we have been taking full advantage of. Some of these programs are sponsored by the EPA, some by the DEC, some by the NYSDOH, and others by **industry experts**. Additionally, participating in these seminars keeps us "up to date" technically and provides knowledgeable contacts for future reference in varied disciplines.

In September, I attended "free webinars" appropriate to our ongoing operations. For these training sessions I received CEU hours for my **Grade C Water Operators License renewal**, and for my **NYS Professional License renewal**, and for other

licenses which I hold. The free training webinars, normally 1 hour each, which I attended during this period are:

Sept 9- AbTech - Stormwater Purification & Treatment
Sept 10- STORMWATER – Erosion and Sediment
Sept 14- WWD- The History and State of Water Reuse
Sept 15- WWD-How To Avoid Building a 1980's WWW With 2021 \$
Sept 15 & 16-EPA- Water Sector Cybersecurity Workshops
Sept 16- XYLEM- Collaborating To Assess Water System Cybersecurity
Sept 16- Bizzabo- Permeable Interlocking Concrete
Sept 21-NYRWA / EPA-Community Water System Emergency Response Plan
Sept 23-Bizzabo – Successful Streetscapes
Sept 23-NoonPi – Design for Hot Dip Galvanizing
Sept 28 – 811 – Ticket Delivery & Voice Calls Training
Sept 29- AQUAFIX-Microscopic Basics to Build Good Floc
Sept 29- NoonPi- Project Management For Engineers

The Sept 15 & 16-EPA webinar on “Water Sector Cybersecurity Workshops” was particularly eye-opening in demonstrating the vast increase in Ransomware attacks in the past three years and the impact on operating systems, frequently financial. I was surprised to learn of the large number of culprits who “sell their work” in an open bidding manner on the dark web; today this is a “line of business”. Passwords are the main, inexpensive tool which we have in business and in our personal lives to thwart hackers efforts, yet we frequently rely on simple passwords which are not very effective. FYI, I have attached a chart from this presentation which amazed me and got me to self-commit to using stronger passwords. (Attachment #3)

POESTENKILL MUNICIPAL WATER DISTRICT TESTING:

Each month, FYI, I review the daily details of our testing results which rely largely on our strict dedication to following specific detailed procedures, thereby insuring **safe water for our residents**. This requires our seven day per week testing and maintaining the proper chemical balance in our system, regardless of the varying chemical input levels which we receive from Troy and Brunswick. These results, along with the Capital Region Environmental Laboratory test results, are then forwarded to the RCDOH as the 360 Monthly Report.

On September 2nd I took the third NYSDOH quarterly required testing for THMs (Total Trihalomethanes) and HAA5 (Total Haloacetic Acids), and their associated compounds. These are critical tests because they are key components of our Annual Water Quality Report for 2021. These tests were taken at The Town Hall and at the Fire Company, as directed by the RCDOH. I am pleased to inform you that our past test results were all significantly better than the MCL requirements. The THMs tested at 41.0 ppm compared to the MCL of 80.0 ppm and our HAA5 tested at 26.3 ppm compared to a MCL requirement OF 60 ppm. We are

presently scheduled to take our 4th quarterly test readings on December 1st. Additionally, on September 2nd I also took the monthly Coliform and E-Coli to the lab for testing. We have received the results and all these tests are excellent.

RESIDENT ISSUES AND REQUESTS THIS PERIOD AND STATUS OF SPECIFIC ROUTINE WATER OPERATIONAL FUNCTIONS:

SCHOOL STREET SUBDIVISION: We are continuing to work with the developer and his Water Installer on the new **subdivision on School Road**. There are 4 homes which are being constructed, each with its own water line. These lots were never provided with curbstops and are not hooked up to the 12" main. They therefore require "**Wet-Taps**", a critical work process involving drilling and taping into our 12" water main without turning off the water. I have met with the developer and his water contractor to discuss what our standards are and what my inspection process requires; they understand, and I will be very carefully performing inspections for all 4 lots to insure quality installations, with no negative impact on our existing system. **The "wet-tap" and the remainder of the installation for the 1st home (4 School Street) were successfully completed. FYI, we received \$290 for this inspection work, \$250 for the unique wet-tap permit and \$40 for the normal permit for the remainder of our installation inspections, totaling \$565. On 7/14/2021 the 4 School Street home was sold, and the contractor took out permits to begin work on the second home at 2 ½ School Street. As with # 4 he required another wet tap. We received \$ 565 payment for the wet tap fee (\$250), \$40 normal water hookup fee, and the \$275 meter charge on 9/28. As always, I will carefully monitor the installation, particularly the wet tap into our 12" main, since it is the most critical portion of the entire installation job. The 811 mark out ticket for the pole and the anchor for this job was uniquely interesting (and potentially dangerous), in that when I went to the location of our 12" main water pipe, I noticed that the contractor's stakes were too close to our pipe; I called the contractor, in addition to performing the mark out and placing flags, and suggested that he use his "vacuum truck" rather than vertical boring. He agreed. Had he just bored so close to our 12" main, it could have been a major problem for him and for us!**

We are working with other contractors and homeowners regarding new water service line installation requirements. These work functions include permit issuance, discussing our technical equipment requirements with the contractor, providing the **necessary equipment** to the owner, and performing the required inspections at each location to insure proper excavation depth, proper "rough" underground plumbing, the required 15 minute 100 psi static water pressure test, line flushing, and the Final Inspection required to insure that all Town and NYS installation requirements have been met. We then finalize the installations by formalizing the account information into our data bases for record and billing operations.

For your information, when referring to the **necessary equipment**, I am referring to the equipment including the shut off valves, Pressure Gauge, Backflow Preventor, Yoke to hold the water meter, Pressure Reduction Valve, Universal Joints, and other fittings required for our installation. Eleven years ago, when we first started the water

installations, I wanted "quality" equipment and not some lesser quality conglomeration of parts. I met with the president of Ramsco and Jim agreed that they would assemble "kits" of quality manufactured components (ie: Ford) for our various installation configurations and give them to the Town for disbursement and collection of costs, which we submit to Ramsco (now Core & Main). This has been a mutually beneficial arrangement for Core & Main and Poestenkill. Our contractors and homeowners love the convenience and quality products. The procedure has worked very well for the last eleven-years, over 400 installations. The Town has not had to outlay any money whatsoever. Sue Horton disburses the kits, collects the money, maintains the inventory, and interfaces with Core & Main. Sue has done an excellent job.

A resident recently came in to obtain the necessary permit, equipment, and meter to connect to our water system at 120 Weatherwax Road. During the discussion she asked where she could purchase a new curbstop cap to replace the one which was knocked off while lawn mowing. We went out that day and replaced the cap with a spare from our inventory, at no cost to her. She was very appreciative of our help and rapid response and she said that they will shortly be installing the water installation themselves with considerable savings due to the long service line, likely \$3,000 savings compared to a contractor. During the third week of August the installation was completed, and the owner stopped in my office to return the testing equipment which I loaned her. She was very appreciative of our help and the fact that everything went smoothly, thanks to our help. This is only one specific example of the help we provide our residents on most installations.

On Saturday, 10/2/21, I contacted one resident on Pine Bowl Road who had a problem with his water meter (discovered by analyzing the recent computer printout). We visited his location and were able to determine and fix the problem. On arriving at the office Sunday morning I was pleasantly surprised to have a message on my answering machine; it said "Bob, I just wanted to again say—thank you, thank you, and thank you again!". It is frequently gratifying to know of the appreciation by a resident who was saved the cost and inconvenience of calling in a plumber by a simple visit by us.

Successfully responded to several weekend and nighttime emergency ACU calls to my cell regarding Pump Station problems needing immediate attention; these alarms are generally "no power" alarms.

Each month we have provided final billing information to owners, realtors, and their lawyers when the residents have sold their homes. Our "Procedure" is helpful to them in that it saves both the old owner and the new owner about \$120 each (turning the curbstop water off/on, taking readings, etc.), while at the same time allowing us to meet their urgent timeframes; it also insures that we get the new owner's name and contact information for our records, as well as getting paid. The realtors and owners have told us how much they appreciate our rapid response to their needs with no charge. We handled many of these closings in a short timeframe this period.

We performed the periodic inspections of our Water Tank on Hinkle Road, both the tank itself and the exterior ground area; all is well. We also mowed the grass and cut the weeds as part of our exterior ground maintenance work at both the Tank and at our Pump Station.

We picked up required items from Tremont and Agway for the Water District operations.

On 9/30/21 we took the water meter readings for our residents' billing for this quarter and Sue processed the data and printed the bills to be sent out.

Performed daily (24/7 - both physically and remotely) overall inspections of the Pump Station status to ensure operational performance. I periodically remotely (via phone) call the ACU at the pump station to monitor the station's performance, on a 24/7 basis. Paying attention to our **"PREVENTIVE MAINTENANCE"** programs is much more desirable than having to repair a problem after it has caused a severe and costly service interruption.

Documented the periodic high and low water meter readings at the underground metering vault pits (at Creek Road and Spring Avenue Extension) to be used in evaluating our water supply, usage, and leakage. These readings represent the volume of water supplied from Troy and Brunswick and are used in conjunction with other readings taken throughout our water system to identify problem areas and also to substantiate the billing which we receive from Troy and Brunswick every six months.

Our main operational focus, as mentioned earlier, is the **quality and safety** of the water supplied to our residents. I am happy to report that all our test results during these last two months were returned from the labs (with a copy automatically sent to the RCDOH) and all were "satisfactory". As a matter of fact, we did not miss any of our MCLs during all of 2020 and 2021.

Performed required NYSDOH functions for our system; for example, take daily (7 days per week) water pumping volume data at the Pump Station, add chlorine as required, and test water samples at Town Hall. This daily chemical test measures "Free Chlorine Residual At Entry Point." and measures the Chlorine level as a deterrent to Coliform and to E-coli. This 7 days per week information is then entered onto the NYSDOH 360 Report daily, which is submitted to the RCDOH and the NYSDOH each month, along with the monthly Capital Region Environmental Laboratory test results report.

Prepared and submitted required NYSDOH Monthly 360 Report and Lab reports to the RCDOH for September 2021. All our Town tests and the Laboratory test results for this period were satisfactory.

Cleaned various Valve Piping components at the Pump Station; this is an area requiring continuous routine maintenance and is critical to the proper chlorination process. The chlorination process, by its very nature, causes solidified calcium blockages in the lines and at discontinuity points in the system which must be periodically cleared, usually with CLR, and occasionally by component replacement. There are many potential trouble spots in the system which, when partially clogged, will reduce the LMI pump output efficiency and will affect the daily Chlorine Residual test results taken by us and submitted monthly to the RCDOH and NYSDOH.

We picked up 30 gallons of 12.5% sodium hypochlorite from Agway for daily use at the pump station in the chlorination process.

We performed the monthly maintenance functions on the large emergency generator located at the pump station; some of these functions involve running the generator for a period, exercising the batteries, and checking the output voltages for

accuracy. We also performed the monthly operational tests on the portable 5 KW generator used for field emergency issues. Both generators are presently functioning well and are ready for emergency use, should we need them.

During this period, Sue has been successful in collecting some long overdue water bill payments (due to "difficult residents") and I want to complement her on her perseverance, resourcefulness, and success. This was not easy during this period of Covid-19, but Sue "stuck with it" on a couple of these difficult accounts and she succeeded!

811 MONTHLY REPORT:

From an overall viewpoint everything continues to go quite well in the 811 operation. During this period, we were very busy, receiving a total of (28) 811 tickets, including many pole replacements. All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion. Additionally, we receive daily audits, and each has been excellent, with no late responses on our part.

The 811 tickets are initially generated by homeowners, utility companies, and by individual contractors. On each of these tickets I receive, mostly "ROUTINE" and some "EMERGENCY", I pull the respective Plats for the section of our water system. I next check our water records to determine if the location is connected to our system, and if so, what the routing of the service line is. I then call or meet with the Field Contact, discuss what they are planning to do. I visit the location and then I provide the details of our water system (and culvert pipe info) to the contractor, mark out the pipe locations when appropriate, and we exchange telephone numbers and I ask to be kept informed if the schedule is changed. This process must be completed within 48 clock hours or the Town would be fined and held accountable by the 811 organization in Syracuse. I then follow up (visit the work location) when the job is progressing to ensure that no problems occur.

On September 1st I attended the annual NYS DIG SAFELY "Damage Prevention Conference & Expo" at Saratoga Springs. This was an excellent and worthwhile combination of classroom presentations and exhibitor sessions. It also fulfilled the Town's requirements for 811 training for 2021.

We receive and must respond to the daily "Dig Safely Audits" (seven days/week) and we have continually met all our obligations. We also receive daily NYS DIG SAFELY notifications and other reports, verify accuracy, and respond as required. **I am continually involved with the 811 personnel to ensure adequate updates for the Poestenkill Exactix and the Corsetta 811 computer systems.**

The power and communication companies have for the most part completed replacing old poles and guy wires for this summer, so from now on we will be handling pole replacements generally on an "emergency basis" only, and for new subdivisions. The following 811 Mark-out Requests exemplify the types of requests which we received this period: Sign (NYSDOT), In Ground Pool, Water Line Repair,

Install Culvert, Replacing U.G Pipes, Septic Tank, Basketball Court, Install Bollards, Concrete Pad, Planting Trees, Pole Replacement, Tree Planting, Culvert Work, Flaggpole, Stump Grinder, Utility Repair, Invisible Fence, Installing Electric Service, Burying Cables, Foundations, Additions, Retaining Wall, New Driveway, Fence, Walkway, New Water Service installations, etc.

CLASS ACTION SUIT

Taconic to settle for \$23.5M

*Funds for homeowners
with contaminated water;
future medical monitoring*

By Brendan J. Lyons

Troy

A Petersburg plastics company has agreed to pay \$23.5 million to settle a class-action lawsuit that will benefit hundreds of residents

whose drinking water supplies — and in many instances, their blood — was contaminated with a toxic manufacturing chemical.

The proposed settlement was filed in state Supreme Court on Friday and will need to be approved by a judge. It would establish three funds: one to pay property owners on the town's small public water system, another to pay those with private wells that

were contaminated, and a third to set up a 15-year medical monitoring program for individuals who had a certain level of PFOA detected in their blood.

The proposed settlement was agreed to by Tonoga Inc., which owns the Petersburg company, Taconic Plastics. The company for years manufactured products coated with perfluorinated chem-

Please see **PFOA A3** ▶



Taconic Plastics agreed to a \$23.5 million settlement with those affected by PFOA contamination.

(ATTACHMENT #1)

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PFOA

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reals, including those that contained perfluorooctanoic acid, or PFOA. The lawsuit alleges the chemical contaminated water supplies in and around Petersburg when it was released from the smokestacks of the company's plant off Route 22.

PFOA exposure has been linked to health problems, including testicular and kidney cancer and thyroid disease.

In a similar case, three of the companies blamed for the pollution of public and private water supplies in and around the village of Hoosick Falls agreed in July to pay \$65.25 million to settle a federal lawsuit that will secure cash payments and long-term medical monitoring for thousands of property owners and residents in that nearby community, including those who were found to have elevated levels of a toxic manufacturing substance in their bloodstream.

"It's been a long time; I'm happy with the outcome," said Connie Plouffe, a Petersburg resident who was one of eight plaintiffs in the case. "It's been quite the ride, emotionally, just trying to work through that whole process. There's a lot of people in the town. ... A lot of very concerned citizens. It was



Paul Buckowski / Times Union archive

Jennifer Plouffe purchased a home in in Hoosick Falls just before the public became aware of water pollution had contaminated drinking water. Her mother Connie Plouffe is a Petersburg resident who was one of eight plaintiffs in the class action lawsuit against Taconic Plastics.

a town effort, for sure."

Plouffe's daughter Jennifer will be a beneficiary of the class-action settlement in Hoosick Falls, where she purchased a home just before she and many other residents became aware of the water pollution that had contaminated their drinking water supplies.

"It was pretty devastating to find out she had a toxic chemical in the water of the first

house she ever bought," Plouffe said.

But aside from the class-action settlements, Plouffe noted that the pollution had galvanized residents in the communities who became organized and successfully pushed legislation to strengthen laws governing clean water, including monitoring smaller water systems — under 10,000 people — and notifying those individu-

of 27 plaintiffs.

The property settlement class fund would hold about \$4.4 million. That fund would pay claimants roughly 10 to 12 percent of their property's total market value in 2015. Those who file to receive the claims, if approved, would need to have owned those properties in February 2016.

A second "nuisance class" fund would set aside roughly \$4.03 million that would be divided among property owners with private wells that had been polluted with PFOA. Attorneys for the plaintiffs estimate that will work out to be about \$10,000 for each nuisance class member, and there may be more than one person per household who qualifies.

Under the nuisance class, to be eligible the law requires that a person have a legal interest in the property through ownership or a lease at the time the contamination was discovered. If there were two people on the deed or two people on the lease, there would be two separate nuisance class members entitled to a separate nuisance payment, according to Stephen G. Schwarz, a Rochester attorney whose firm has been a lead counsel in the case.

A third fund, with about \$8.5 million, would be established to set up a long-term medical monitoring program for those who were found to have elevat-

ed levels of PFOA in their bloodstreams of 1.80 parts per billion or more. That fund will also provide a \$100 "incentive payment" for those who complete an informational survey and screening consultation within the first year that the settlement is finalized.

"We are satisfied that this is an extremely beneficial settlement for the affected current and former residents of Petersburg," Schwarz said in a statement. "Trial of this case had been scheduled for May of 2022 and this proposed settlement, if approved, will eliminate the risk of trial and allow this compensation and the commencement of the medical monitoring program to begin sooner."

The long-term medical monitoring had been a key objective of plaintiffs in both the Petersburg and the Hoosick Falls class-action cases. The program is to help individuals with PFOA in their bloodstream gain access to medical providers who screen patients for early detection of any health issues that may be associated with exposure to the chemical.

The amount of the payments under the proposed settlements in both communities will depend on multiple factors, including the number of certified class members.

If the settlement agreement in Petersburg is approved by

Please see **PFOA A4** ▶

PFOA

▼ CONTINUED FROM A3

state Supreme Court Justice Patrick J. McGrath, the process would follow a similar track to the federal case, with formal notifications sent to all potential members of the settlement class, including former residents and property owners. Following that there will be a period in which individuals could seek legal advice and opt out or oppose the settlement.

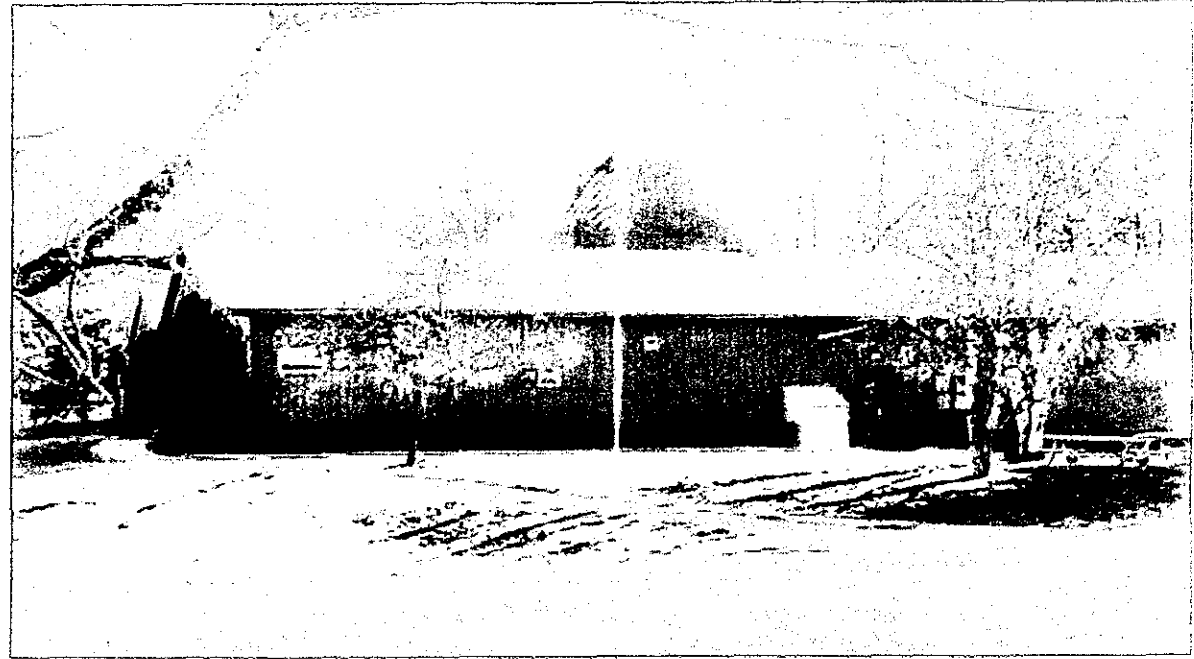
Attorneys who handled the litigation also are asking the court to award them fees of up to 25 percent of the settlement fund — up to \$5.6 million, plus reimbursement of litigation costs — up to \$400,000. Similar to the

settlement in Hoosick Falls, they are also asking the court to approve \$25,000 "service awards" to the eight plaintiffs who participated in the litigation on behalf of the town.

James Bilborrow, one of plaintiffs' attorneys, said the settlement "fairly compensates the people of Petersburg" after more than five years of litigation.

With the medical monitoring, "We are hopeful that because of this program, fewer people will develop diseases caused by PFOA and, if they do, they will be in a better position to obtain prompt treatment," he added.

Timothy Kosto, president of Taconic, issued a statement Friday saying he is pleased that the case has been settled.



Lon Van Buren/Times Union archive

Taconic Plastics President Timothy Kosto released a statement saying the company was "committed to the success of our local community."

"For more than 60 years, Taconic has been committed to the success of our local community," he said. "We look forward to continuing our com-

mitment to the health and safety of our employees and members of the community and to providing sustainable employment opportunities

and economic stability to Petersburg and the surrounding communities."

Emily Marpe, another plaintiff in the Petersburg case, said she is grateful to Michael Hickey, the Hoosick Falls resident who launched a



VIII E 19

one-hour investigation nearly seven years ago of what he perceived as a high rate of cancer, including unusual cancers, in the Hoosick Falls community.

Hickey emerged as a folk hero in the tight-knit community when his role in detecting and alerting village leaders about the dangerous chemical was revealed in a Times Union story in December 2016. For more than a year, Hickey said, he had met resistance from municipal leaders when he urged them to take more urgent action to warn the public that laboratory sampling showed elevated levels of PFOA in the public drinking-water supply.

Marpe credited Hickey with "fighting to expose this issue and for sparing two communities that I love from future exposure."

"From day one of finding out my well was contaminated I have fought like hell for my children and their future," Marpe said. "I will sleep better knowing that for the next 15 years they will be medically monitored after not only drinking the contaminated water at home but at school as well. This is not a winning scenario for our communities, people have lost their lives while some suffer daily from the effects of consuming contaminated water. It's about time Taconic has taken some responsibility!"

PFOA case should have ended Zucker's job

CHRIS CHURCHILL

■ *Chris Churchill is a columnist for the Couriers at 516-454-5142 or chris@couriers.com.*



Before the pandemic-related scandals for which Howard Zucker will long be remembered, the undermining of nursing home deaths expected by there was Hoosick Falls. It was in that Berkshire County village near the Vermont border where the health care industry's flaws and failings became painfully obvious when, if not

clear, that the doctor was willing to pay the price of his life. Andrew Cuomo, he had the needs of New Yorkers.

For those of you unfamiliar with the Hoosick Falls tragedy, here's a quick review.

In August 2014, state health officials were made aware of reports of mysterious cancer and neurological in the Hoosick Falls water supply. Two months later, testing made clear that levels of PFOA in the Hoosick exceeded federal

CHURCHILL C2



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9/26/21
ALBANY
TIMES
UNION

(ATTACHMENT #2)

VIII E 21

Time it takes a Hacker to Brute Force your password

VIII E
23

@adorn.hro

Number of Characters	Numbers Only	Lowercase Letters	Upper and Lowercase Letters	Numbers, Upper and Lowercase Letters	Numbers, Upper and Lowercase Letters, Symbols
4	Instantly	Instantly	Instantly	Instantly	Instantly
5	Instantly	Instantly	Instantly	Instantly	Instantly
6	Instantly	Instantly	Instantly		
7	Instantly	Instantly			
8	Instantly				
9	Instantly				
10	Instantly				
11				41 years	400 years
12			300 years	2k years	34k years
13			16k years	100k years	2m years
14		51 years	800k years	9m years	200m years
15		1k years	43m years	600m years	15bn years
16		34k years	2bn years	37bn years	1tn years
17	2 weeks	800k years	100bn years	2tn years	93tn years
18	9 months	23m years	6tn years	100tn years	7qd years

(ATTACHMENT #3)

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

VIII H 1

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

From: Highway Superintendent- David (DJ) Goyer

Date: October 14th, 2021

RE: Highway Activities
September 10th – October 14th, 2021

1. Dave was able to continue and finish the mountain roads with the mower for the second time around month. The tractor does a fine job and mows well but does suffer wear and tear due to age. Towards the end of the second round the main support mount for the boom mower started showing fatigue. It cracked along a section that we had welded and patched before, however this time it major needs attention. The new main support mount is \$7300, so my plan is to disassemble it before winter and bring the mount inside the shop. That way I can see the full damage and see if we can plate it and support it better, so we avoid the bill for a new one.
2. Spent some time this month riding with Vito in one of the dump trucks, so he could get more driving time. It's been going well, and I think he will be ready for road test before long.
3. The trailer load of culverts came for Holloway Lane project. The driver delivered them to the shop due to schedule conflicts couldn't bring to the job for us, so I brought them over with our truck and trailer. I wanted everything on site so when Kronau was ready we were ready as well.
4. The company that performed the milling for us on Weatherwax rd., Circle dr, and saddle hill rd. moved equipment in the 15th. They milled the development the 15th and 16th, and we did all the trucking of road millings. They will be reused in the future for various projects. Once done milling we brought the Elgin road sweeper in and started cleaning the roads, getting them ready for paving. The old sweeper did fairly well but did breakdown halfway through. Valley Paving was able to pave Saddle Hill the 16th and then came back to pave the other two roads the 17th. They did a tremendous job as I am very pleased with the outcome.

5. The highway crew was back in the development the following week and used the hot box trailer and roller to re shape and apply new blacktop to the drainage gutters.
6. A couple of the guys and I worked alongside Chip Kronau's crew on Holloway Lane installing the new cross culverts. The job took 2 and ½ days to completely install the new pipes and re establish the road grade and shoulders. I am pleased with the work they did as their excavator is double the size of the towns and would have taken a lot longer to perform. They also provided a steel road plate to help keep traffic open as it is a dead-end road. The project went well, and the result is better than it was before. The upgrade in pipe diameter I ordered will help keep this water shed flowing properly for the long term.
7. I hired a local beaver trapper after I was able to receive a DEC permit for numerous areas in town that beavers were causing drainage problems. We have beaver issues on 56 rd., Bailey Rd., and Tymeson Rd. So far, no beavers but we are optimistic as they seem to be coming back causing havoc to the trap sets.
8. Throughout the month we continued hauling blacktop helping the Town of Sand Lake, and the Town of North Greenbush.
9. We replaced a section of cross culverts on the top of High Meadow Rd., as well as a couple driveway culverts "downstream".
10. I had to take a trip over the hill to Stephentown to pick up new parts for the sanders ahead of the winter season.
11. We had to work around the weather and the busy blacktop plant but were able to get our paving finished up in recent days. We finished the season with a re pave of Liberty Lane, Rosena Drive, and Ford Road. All three came out well and we worked with Sand Lake's equipment to perform the projects.
12. Crew was able to get three loads of scrap down to the port that was mainly metal culverts that we replaced this summer. The dollar amount came to \$583.21 for all three loads!
13. Lastly, I spent a couple days with the excavator and couple guys on Naylor Road ditching and replacing rotten culverts. This is our seasonal dirt road up off North Road. It was having major drainage issues and needed to be done before the end of the month when our seasonal maintenance periods end for the year. The rest of the crew spent some time on North Rd. with the gradall ditching as well.

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H.