

February 5, 2024 Town Board Meeting Minutes

The first regular meeting was conducted on February 5, 2024, at the Kingsbury Town Hall, 6 Michigan Street, Hudson Falls.

PRESENT:

Dana Hogan, Supervisor
Sean Akins, Deputy Supervisor
William Haessly, Councilman
James Lindsay, Councilman
Dan Washburn, Councilman

OTHERS PRESENT:

Jeffrey Meyer, Town Attorney
Michael Graham, Highway Supervisor
Todd Humiston, Dog Control & Code Enforcement Officer
Paige Zahaba, Deputy Town Clerk
Tom Shepherdson, Attorney for WF Lake
Town Residents: Dennis Kelly & Lisa Boucher

The meeting was called to order by Supervisor Hogan at 6:30 pm and opened for the order of business with the Flag Salute led by Councilman Haessly.

The minutes of the Organizational Meeting will be amended and be available for acceptance at the next Town Board Meeting scheduled on March 4, 2024.

Supervisor Hogan announced the first item on the agenda would be a Public Hearing for a Proposed Local Law Amending Certain Sections of the Town of Kingsbury Zoning Local Law contained in Chapter 280 of the Code of the Town of Kingsbury. Supervisor Hogan requested Attorney Meyer provide an explanation for those in attendance.

Attorney Meyer reported the Town Board received requests from owners of lots in the Industrial Park requesting that outdoor storage of vehicles, equipment, boats, and trailers be included as an approved use. A draft Local Law was prepared in October 2023 that did that and also allowed recreational uses generally. After the October and November meetings the Board, with the comments received from the Public, removed the recreational uses. The latest request was to permit outdoor storage.

Supervisor Hogan opened the Public Hearing at 6:35 pm.

Town resident Dennis Kelly asked if it was both sections of the Park for the proposed Local Law.

Attorney Meyer stated it is wherever the PIC 75 Zoning District is, it is both section one and section two.

Tom Shepherdson, attorney for a tenant in the Industrial Park, would like the boat storage to become more long term than short so it does not become too active in the Industrial Park. He explained that some of the tenants in the Park have DEC permits; the more traffic in the Park, the more possible it is the DEC may re-classify Park uses. People coming into the Park would be called sensitive receptors. The DEC may look at more receptors coming into the Park and then re-classify the site, which may it become impossible for them to expand if they want to.

Code Enforcement Officer stated the Park is light industrial commercial; there are offices in it and asked Attorney Shepherdson if he was asking the Town Board if he was asking to re-classify the zone. He responded no they were simply asking the Board to consider making this request relative to storage where people would be coming in and out daily or every other weekend. Clarify that the law would be intended for more long term. Enforcement Officer Humiston stated there are vehicle repair shops, veterinary clinic; places where customers come and go every day.

Councilman Lindsay has heard concerns about whether it could become a junkyard. He asked

Enforcement Officer Humiston if he could control that. He replied the requirement that vehicles be registered and the way the it is set up with the time frames that will be written into the law it could be controlled. Councilman Haessly asked if boats had to be on trailers. A discussion ensued. Attorney Meyer stated the draft of the Local Law indicated the boats must be on trailers. Supervisor Hogan asked if it be required that the facility have a logbook available on demand. Supervisor Hogan asked about indoor storage if a trailer was necessary. Enforcement Humiston stated that has already been approved, a trailer would not be required. The Public Hearing will be tabled until the first meeting in March when Attorney Meyer will provide an amended proposed Local Law.

Attorney Meyer explained the rationale of the proposed Local Law Amending the Park/Industrial/Commercial Zoning District contained in SectionA286-1 “Zoning District Boundaries”; with requests from the IDA regarding an adjoining property owner, Mr. Colomb. The last 22 acres of the Industrial Park to be re-zoned from the Park Commercial District to Rural Residential. The 22 acres would be removed from the PIC75 Zoning District. There are a lot of wetlands that render it un-developmental for an industrial/commercial user. It would allow the boundary lines to be merged with the adjoining property owner and allow it to revert to RA-1A Zone.

Supervisor Hogan opened the Public Hearing at 6:48 pm. Lisa Boucher asked if the owner is asking to add land to themselves or do they plan to build on it? Attorney Meyer stated it is deed restricted by the IDA currently that they cannot be built upon. Mr. Colomb wants to keep it forever wild.

Councilman Lindsay asked if it was going to be a stand-alone parcel. Attorney Meyer stated if the zoning is changed so that it is all RA-1A the request would be a lot line adjustment before the Planning and Zoning Boards to allow it to merge to adjoining lands.

Supervisor Hogan closed the Public Hearing at 6:51. The proposed Local Law must be sent to the Washington County Planning Board before the Local Law can be adopted. The discussion will continue March 4, 2024.

A **motion** by Councilman Washburn seconded by Councilman Lindsay and carried by 5 ayes to allow the Supervisor to sign an agreement for the management of the Moss Street Cemetery. (Document attached)

A **motion** by Councilman Haessly seconded by Councilman Lindsay and carried by a vote of 5 ayes for the following Budget transfer:

TOWN OF KINGSBURY – BUDGET TRANSFER: FEBRUARY 5, 2024 MEETING

FISCAL YEAR 2023

FUND		DESCRIPTION	GL	AMOUNT
GF/WT	FROM	TRAFFIC CONTROL – PERSONNEL	1.3310.1	\$1,159.19
	TO:	CONTROL OF ANIMALS – CONTRACTUAL	1.3520.4	\$1,159.19
	PURPOSE:	FINAL INVOICES EXCEEDED BUDGETED AMOUNT		

A **motion** by Councilman Haessly seconded by Councilman Washburn and carried by a vote of 5 ayes for the following Budget transfer:

FUND		DESCRIPTION	GL	AMOUNT
GF/WT	FROM	ENGINEERING - CONTRACTUAL	1.1440.4	\$287.50
	TO:	ATTORNEY – CONTRACTUAL	1.1420.4	\$287.50

PURPOSE: FINAL INVOICES EXCEEDED BUDGETED AMOUNT

A motion by Councilman Washburn seconded by Councilman Akins and carried by a vote of 5 ayes for the following Budget Transfer:

FUND		DESCRIPTION	GL	AMOUNT
GF/WT	FROM	TOWN BOARD – CONTRACTUAL	1.1010.4	\$99.00
	TO:	MUNICIPAL ASSOC DUES – CONTRACTUAL	1.1920.4	\$99.00
	PURPOSE:	ASSOCIATION OF TOWNS DUES INCREASED \$99.00		

A **motion** by Councilman Washburn seconded by Councilman Lindsay and carried by a vote of 5 ayes for the following Budget Amendment:

BUDGET AMENDMENT #001-2024: Senior Center Kingsbury Fort Edward Area, Inc. (Senior Center) From ARPA Funds; and

WHEREAS: seNIOR Center has contracted to purchase a new bus: and

WHEREAS: The Municipality portion for the purchase of the new bus is \$4,828.64; and

WMEREAS: Federal Covid Relief (ARP Act) Funds were received in July 2021 and can be partially allocated to respond to the negative impact of nonprofits: and

WHEREAS: Budget Amendments require Legislative approval; therefore, be it

RESOLVED: That the Town Board authorizes the Town Comptroller to the following Budget Amendment:

Increase Appropriation:	1.6772.4 (Programs for Aging, Contractual)	\$4,828.64
Increase Revenue:	1.4089 (Federal Aid, Other)	\$4,828.64

LEGAL UPDATE:

Attorney Meyer reported the last step to dissolving Kingsbury Sewer District #1 (Industrial Park) and allowing the Washington County Sewer District #1 to expand and takeover everything is a required amendment of the Intermunicipal Agreement between Kingsbury, Washington County Sewer, and Queensbury. The terms have been negotiated with Queensbury and Washington County Sewer District #1. This allows the Town of Kingsbury out because there is no longer a Kingsbury Sewer District #1, it pushes the obligations onto Washington County Sewer District #1. The capacity the Town purchased previously does not affect the tax-payers in that district.

A **motion** by Councilman Akins seconded by Councilman seconded by Councilman Haessly and carried by a vote of 5 ayes for the following resolution:

**TOWN BOARD, TOWN OF KINGSBURY
COUNTY OF WASHINGTON**

**Resolution No. 1 of 2024
Adopted February 5, 2024**

**Introduced by Councilman Akins
Seconded by Councilman Haessly**

RESOLUTION APPROVING AMENDMENT TO INTERMUNICIPAL AGREEMENT

WHEREAS, the Town Board of the Town of Kingsbury (the “Town”) formed Kingsbury Sewer District One, pursuant to proceedings for the formation of such district on or about 2001; and

WHEREAS, Kingsbury Sewer District Number One is geographically located north of, and connected to, a county sewer district known as Washington County Sewer District No. 1; and

WHEREAS, both the Kingsbury Sewer District Number One and Washington County Sewer District No. 1 are ultimately connected to Town of Queensbury, Warren County sewer infrastructure, which in turn ultimately connects to City of Glens Falls, Warren County, sewer infrastructure that discharged to the City of Glens Falls publicly owned treatment works; and

WHEREAS, the Town, on behalf of Kingsbury Sewer District Number One, Washington County, on behalf Washington County Sewer District No. 1, and the Counties of Warren and Washington Industrial Development Agency entered into an agreement dated December 17, 2001 and titled “Sewer Facility Ownership and Services Agreement for Kingsbury Sewer District Number One Town of Kingsbury, New York” (the “Facility Agreement”); and

WHEREAS, in connection with the foregoing, the Town is a party to an intermunicipal agreement dated May 15, 2003 and titled “Intermunicipal Agreement for South Queensbury-Queensbury Avenue Sanitary Sewer District” between the Town of Queensbury, County of Warren, Town and Washington County, for the discharge of sanitary sewer to Queensbury, and ultimately to Glens Falls as noted above (the “IMA”); and

WHEREAS, the Town Board has worked with the commissioners of the Washington County Sewer Districts Nos. 1 and 2 and the Washington County Board of Supervisors to dissolve Kingsbury Sewer District Number One and extend Washington County Sewer District No. 1 to encompass the properties formerly located in Kingsbury Sewer District One; and

WHEREAS, the extension of Washington County Sewer District No. 1 and dissolution of Kingsbury Sewer District Number One have been approved, resulting in the need to amend the above mentioned Facility Agreement and IMA whereby the obligations of the Town under said Facility Agreement and IMA will be assumed by Washington County on behalf of the extended Washington County Sewer District No. 1, and an intermunicipal agreement has been drafted to provide for such amendments; and

WHEREAS, the Town Board deems the consideration and approval of the intermunicipal agreement to be a Type II action under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Town Board wishes to approve the intermunicipal agreement amending the Facility Agreement and IMA.

NOW THEREFORE, BE IT:

RESOLVED, that the Town Board approves the draft intermunicipal agreement amending the Facility Agreement and IMA, substantially in the form submitted with the adoption of this resolution; and be it further

RESOLVED, Town Supervisor is authorized to approve such reasonable edits and amendments to said draft intermunicipal agreement as may be approved by counsel, and to thereafter execute said intermunicipal agreement on behalf of the Town, and to otherwise take such further and necessary actions as he deems necessary to carry out the terms of said intermunicipal agreement; and be it further

RESOLVED, that this resolution shall take effect immediately.

ROLL CALL VOTE

Ayes: 5

Nays: 0

Abstain:0

Absent: 0

Dated: February 5, 2024

Cynthia Bardin, Town Clerk

A **motion** by Councilman Akins seconded by Councilman Haessly and carried by a vote of 5 ayes giving permission to Supervisor Hogan to sign the Intermunicipal Agreement regarding the dissolution of Sewer District #1. (Document attached)

Supervisor Hogan received a telephone call and an email from an individual who identified herself as being part of the Not Moreau Group. She did not feel Washington County, specifically the Town of Kingsbury and the Village of Hudson Falls were not doing enough to support Not Moreau in their efforts to stop the Biochar project. She would like Kingsbury's and Hudson Falls support by drafting a resolution objecting to the Biochar Project Plan in Moreau. She provided an example which was the Saratoga resolution that had been forwarded to the group and to the DEC. The resolution dealt with traffic issues. The Supervisor does not know if there will be traffic issues with the Biochar Project. She feels Kingsbury, Hudson Falls, and Fort Edward are going to be subject to Biochar, a PFOA Plume. Supervisor Hogan researched without success a PFOA Plume. Code Enforcement Officer Humiston commented that the state of Maine has stopped all uses of the chemicals because of PFAS's. It started to affect the deer with the chemicals being put on the ground. His concern with this location is no engineering was conducted by the Planning Board of the Town of Moreau, they accepted the engineering provided by the Biochar Project.

Councilman Haessly stated the Town should stay out of it. There are a lot of people in the Community that have septic systems. There is limited space to get rid what is pumped out of someone's septic tank. This may be a place to get rid of sewage in the future.

February 5, 2024 Town Board Meeting Minutes

Councilman Lindsay would also like to stay out of it. Councilman Washburn is fine with this approach unless there is any new information.

TOWN CLERK REPORT:

The Town Clerk notified the Hudson Falls School District she would no longer collect the school taxes in the future due to problems encountered with preparing the tax bills for parcels in Moreau that are in the Hudson Falls Central School District. The Town Clerk is also concerned about the cost to the Town of Kingsbury to continue the Tax Collection. The Town received penalties collected in the month of October for the Town of Kingsbury and the Village of Hudson Falls but the Town pays the wages for the Part-time Tax Deputies. The wages for the tax deputies exceeded the amount of penalties collected in October. The Town Clerk expressed concern about the cost to the Town increasing due to more timely payments with no penalty collected and the annual increase in the tax deputy's hourly rate. Newly appointed Paige Zahaba would like to continue collecting the school taxes in Town Hall.

The Board opened a discussion. Councilman Haessly would like some time to think about the collection of school taxes in Town Hall. Supervisor Hogan would like the Town Attorney to check to see if we could legally do a true-up at the end of the year, just so the Town would break even after the collection.

A thank you card was received from the Getty family, thanking the Town for the flowers that were sent for the passing of Randy Getty, a longtime member of the Planning Board.

A resident on Morgan Drive reported there is not a one-way sign on Bly Avenue and Martindale Street. Superintendent Graham has been notified.

CODE ENFORCEMENT OFFICER & DOG CONTROL OFFICER REPORT:

The Town Clerk received a question about regulations in the Town Code relative to Airbnb's located in the Town. Code Enforcement Officer reported to the Board there are no restrictions on short term rentals. There are residents in the RA-1A zone that are planning on short-term rentals this coming summer.

THE ZBA sent the Town Assessor 3 or 4 merging lots in the Industrial Park. They are wetland lots behind Hilltop in the Ferguson Lane area.

Mr. Brindle of 22 Park received a request for recreational use for his building. The new proposed Local Law will not allow recreational uses in the Industrial Park.

Supervisor Hogan asked about the planning and zoning changes now that the Comprehensive Master Plan has been adopted. Code Enforcement Officer Humiston reported he has met with the Planning and Zoning Boards, the Planning Board will meet on February 22, 2024. The Planning and Zoning Boards would like to meet with the Town Board, to have all three Boards present once changes are proposed.

HIGHWAY SUPERINTENDENT REPORT:

The new truck is going to cost more than \$30,000.00 and the Town must engage in competitive bidding. Attorney Meyer will prepare a contract for the bidding for the next meeting.

The Village of Fort Edward has been clearing the snow on the sidewalk located on Dix Avenue. Attorney Meyer will prepare an agreement for the next meeting. The contract will indicate that \$150.00 will be paid for each time the sidewalk is cleared and should be done 36 to 48 hours after the snowfall.

The Board discussed the poor condition of the sidewalk. The cost to replace the sidewalk is approximately \$800,000.00. Superintendent Graham commented he could budget to repair the sidewalk each year.

Superintendent Graham requested an executive session.

WRITTEN REPORTS:

February 5, 2024 Town Board Meeting Minutes

A **motion** by Councilman Lindsay seconded by Councilman Washburn and carried by a vote of 5 ayes to accept the reports of certain officers for the month of December 2023 as follows:

Code Enforcement Officer: No. Permits 4; Fire Inspections 1; Building Inspections 26; Total Fees \$450.00

Dog Control Officer: Seizures 1; Verbal Warning 1; Mileage 59,068

Town Clerk: Paid to EnCon \$313.70; Paid to Supervisor \$1,570.11; State Share of Games of Chance \$15.00; Paid to the Village of Hudson Falls \$120.00; Paid to Ag & Markets for Population Control \$49.00; Paid to the NYS Department of Health \$45.00

Town Comptroller: Receipts \$80,217.83; Disbursements \$974,552.80

Assessor

PUBLIC COMMENT.

There are no public comments.

A **motion** by Councilman Haessly seconded by Councilman Lindsay and carried by a vote of 5 ayes to enter into an executive session at 7: 34 pm to discuss legal contract negotiations no action is anticipated outside of executive session.

A **motion** by Councilman Washburn seconded by Councilman Akins and carried by a vote of 5 ayes to exit the executive session and adjourn the meeting.

Respectfully submitted,

Cynthia Bardin, Town Clerk

AGREEMENT FOR THE MANAGEMENT OF THE MOSS STREET CEMETERY

THIS AGREEMENT is made as of January __, 2024 (the "Effective Date"), by and among the **TOWN OF KINGSBURY**, a municipal corporation of the State of New York, with an address at 6 Michigan Street, Hudson Falls, New York (hereinafter "Town"), and **SANDYHILL & FORT EDWARD UNION CEMETERY**, (hereinafter "Union Cemetery") a New York Not-for-Profit Corporation Law, having its principal office at 8 Schuyler Street, Hudson Falls, New York 12839.

RECITALS:

WHEREAS, the Moss Street Cemetery, located on NYS Route 4, in the Town of Kingsbury, Washington County, New York (hereinafter "the Cemetery"), is a public cemetery under the care and custody of the Town of Kingsbury pursuant to Article 17 of the NYS Town Law; and

WHEREAS, Union Cemetery is a cemetery corporation organized and operating under Article 15 of the NYS Not For Profit Corporation Law; and

WHEREAS, the Town of Kingsbury desires to enter into an Agreement with Union Cemetery for Union Cemetery to take on certain management responsibilities for the Cemetery as described herein; and

WHEREAS, Union Cemetery has agreed to perform general duties at the Cemetery thereby enabling the continued use of the Cemetery as a burial ground and permit the locating in the section and plots of those interred.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties to this Agreement hereby agree as follows:

ARTICLE 1 – TOWN OF KINGSBURY

Section 1.1 – General Duties: The Town of Kingsbury shall remain obligated for the proper care and maintenance of the cemetery and burial grounds in accordance with Article 17 of the NYS Town Law.

Section 1.2 – Payments Due: The Town of Kingsbury shall pay Union Cemetery an annual sum of Ten Thousand Dollars (\$10,000.00), which shall be due and payable on or before January 15 of each year under this Agreement. The remuneration for the sale of all plots located at the Cemetery shall be due and payable to the Town of Kingsbury. The Town shall establish the price per lot and advise Union Cemetery. Union Cemetery shall establish the reasonable fee to be charged for the opening and closing of cremation burials. The payment for said burial shall be paid directly to Union Cemetery. Union Cemetery shall establish the reasonable fee to be

charged for the locating and marking graves for burial. The payment for said gravel burial shall be paid directly to Union Cemetery and/or their designated gravedigger.

ARTICLE 2 – UNION CEMETERY

Section 2.1 – General Duties: Union Cemetery shall be responsible for the management of the Moss Street Cemetery. Management obligations shall include, but not be limited to, locating, marking, and performing grave burials, hiring and payment of gravedigger, open and closing cremation burials, respond to inquiries on the price of lots, grave openings, and other management responsibilities, the sale of available plots, maintaining the existing database of all burials, maintaining the section/plot map for all burials. The approximate workload for the above described duties is approximately two hundred (200) hours per year, consisting of approximately twenty one burials per year and the sale of ten (10) plots. All data and records contained pursuant to this Agreement shall be the property of the Town of Kingsbury.

Section 2.2 – Insurance: Union Cemetery hereby understands that the gravedigger, employees, officers, and/or any and all contractors performing any work at the Cemetery must be licensed and insured to perform such work and must maintain Workers Compensation policies. All contractors and vendors (service providers, suppliers, building or maintenance contractors, etc.) coming to the Cemetery to do work are required to carry insurance to protect themselves and the Town. Insurance is necessary to cover any claims or losses for which the contractor or vendor may be responsible. All contractors and vendors must procure, pay for, and maintain the required insurance coverage for the entire term of the work to be completed or contract. All insurance policies are subject to the approval of the Town and must be issued by insurance companies authorized to do business in the State of New York and with an A.M. Best rating of A- VIII or better. All insurance policies will contain a waiver of subrogation in favor of the Town, and, except for Workers Compensation, shall name the Town as additional insured for both ongoing and continued operations.

Section 2.3 - Database Management: Union Cemetery shall create and maintain a database in Microsoft Excel, or similar format, detailing all of the individuals interred at the Cemetery. The approximate workload for creating the database is one hundred (100) hours. Union Cemetery shall also create and maintain a section/plot map of the Cemetery in Microsoft Excel, or similar format, detailing the precise location of all burial plots and the individual interred therein at the Cemetery. The approximate workload for creating the section/plot map database is approximately two hundred (200) hours. All data and records contained pursuant to this Agreement shall be the property of the Town of Kingsbury.

ARTICLE 3 - GENERAL PROVISIONS

Section 3.1 – Duration: This term of this Agreement is from the effective date entered in to above through December 31, 2026. The term of the Agreement may be extended by the parties upon mutual agreement in writing. This Agreement may be terminated by either party upon providing thirty (30) days written notice. In the event this agreement is terminated prior to a year end, all payments made hereunder shall be proportionally allocated based on the days of the year

and work performed under this Agreement.

Section 3.2 - Severability: Should any one or more of the provisions of this Agreement for any reason be held to be unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision of this Agreement which shall remain in full force and effect.

Section 3.3 - Indemnification: To the fullest extent permitted by law, Union Cemetery shall indemnify, defend and hold harmless the Town and each of its officers, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorneys' fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of Union Cemetery, its employees, agents or subcontractors in connection with any aspect of this Agreement, or liens, contract claims or any other demand or amounts claimed by Union Cemetery or any contractor working by or through Union Cemetery at the Cemetery.

Section 3.4 - Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

Section 3.5 - Governing Law: This Agreement shall be governed by the laws of the State of New York.

Section 3.6 - Entire Agreement: This Agreement contains the entire agreement between the parties relating to the matters herein set forth, and supersedes all prior understandings and communications, oral or written. This Agreement may not be changed or amended except pursuant to a written instrument duly authorized and executed by the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

TOWN OF KINGSBURY

**SANDYHILL & FORT EDWARD UNION
CEMETERY**

Dana Hogan, Supervisor
Dated: _____

_____, Member
Dated: _____

Attest

Witness:

By: _____
Cynthia Bardin, Town Clerk
Dated: _____

By: _____
Dated: _____

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT dated this ___ day of ____, 2023, by and between the “Parties” as defined and set forth below, evidences the following:

WHEREAS, the Town of Queensbury, on behalf of its sewer districts and those contracting through the Town of Queensbury, and City of Glens Falls entered into a memorandum of understanding dated October 13, 2011 titled “Memorandum of Understanding between the Town of Queensbury and City of Glens Falls Regarding Sewage Treatment Capacity and Other Related Matters”, a copy of which is attached hereto as “**EXHIBIT A**”; and

WHEREAS, the Town of Kingsbury, on behalf of a special district known and identified as “Kingsbury Sewer District Number One”, Washington County, on behalf of a special district known and identified as “Washington County Sewer District No. 1”, and the Counties of Warren and Washington Industrial Development Agency entered into an agreement dated December 17, 2001 and titled “Sewer Facility Ownership and Services Agreement for Kingsbury Sewer District Number One Town of Kingsbury, New York” , a copy of which is attached hereto as “**EXHIBIT B**”; and

WHEREAS, the Town of Kingsbury, on behalf of Kingsbury Sewer District No. 1, Town of Queensbury, on behalf of a special district known and identified as the “South Queensbury-Queensbury Avenue Sewer District”, Warren County, on behalf of a special district known and identified as the “Warren County (Industrial Park) Sewer District”, and Washington County, on behalf of Washington County Sewer District No. 1, entered into an agreement dated May 15, 2003 titled “Intermunicipal Agreement for South Queensbury-Queensbury Avenue Sanitary Sewer District” , a copy of which is attached hereto as “**EXHIBIT C**”; and

WHEREAS, relative to the above referenced agreements, the Town of Kingsbury formed the sewer district known and identified as the “Kingsbury Sewer District Number One”; and

WHEREAS, relative to the above referenced agreements, the Town of Queensbury formed the sewer district known and identified as the “South Queensbury-Queensbury Avenue Sewer District”; and

WHEREAS, the Washington County Sewer District No. 1 is overseen and administered by its board of commissioners and executive director; and

WHEREAS, the Town of Kingsbury and board of commissioners of the Washington County Sewer District No. 1 have been discussing a procedure by which the Town of Kingsbury Sewer District Number One would be dissolved, and the Washington County Sewer District No. 1 would be extended to included the parcels of land within the boundaries of the, to be, former Town of Kingsbury Sewer District Number One; and

WHEREAS, a Map, Plan and Report so extending the Washington County Sewer District No. 1 has been drafted, a copy of which is attached hereto as “**EXHIBIT D**”; and

WHEREAS, a plan of dissolution dissolving Kingsbury Sewer District No. 1 has ben drafted, a copy of which is attached hereto as “**EXHIBIT E**”; and

WHEREAS, the Parties as defined below agree to modify the agreements attached as “**EXHIBIT A**”, “**EXHIBIT B**”, and “**EXHIBIT C**”, solely as set forth in this Agreement, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties intending to be legally bound agree as follows:

1. DEFINED TERMS: The following terms shall have the meanings set forth below. Except as defined below, any other capitalized terms shall have the meanings set forth in the attached “**EXHIBIT A**”, “**EXHIBIT B**”, or “**EXHIBIT C**”, as the case may be. All other terms shall have their usual and customary meaning.

“**City of Glens Falls**” shall mean the municipal corporation of the City of Glens Falls located in Warren County, New York with a business address at 42 Ridge Street, Glens Falls, New York 12801.

“Dissolution Plan” shall mean the Town of Kingsbury plan of dissolution of Kingsbury Sewer District Number One attached at **“EXHIBIT E”**.

“IDA Agreement” shall mean the agreement attached at **“EXHIBIT B”**.

“Kingsbury Sewer District Number One” shall mean the special district of Washington County formed under the Town Law of the State of New York and providing sewer collection and transportation service located in the Town of Kingsbury, Washington County, New York.

“MPR” shall mean the map, plan and report attached at **“EXHIBIT D”**.

“TOK Capacity” shall mean the sewer capacity purchased and owned by the Town of Kingsbury pursuant to Section 3.1(B) of the Sewer Agreement.

“Parties” shall mean the Town of Kingsbury, Town of Queensbury, Washington County, Warren County, and WWIDA.

“Queensbury-City MOU” shall mean the memorandum of understanding attached at **“EXHIBIT A”**.

“Sewer Agreement” shall mean the agreement attached at **“EXHIBIT C”**.

“South Queensbury-Queensbury Avenue Sewer District” shall mean the special district of the Town of Queensbury formed under the Town Law of the State of New York and providing sewer collection and transportation service located in the Town of Queensbury, Warren County, New York.

“Town of Kingsbury” shall mean the municipal corporation of the Town of Kingsbury located in Washington County, New York with a business address at 6 Michigan Street, Hudson Falls, New York 12839.

“Town of Queensbury” shall mean the municipal corporation of the Town of Queensbury located in Warren County, New York with a business address at 742 Bay Road, Queensbury, New York, 12804.

“Warren County” shall mean the municipal corporation of Warren County located in Warren County, New York with a business address at 1340 State Route 9, Queensbury, New York, 12804.

“Warren County (Industrial Park) Sewer District” shall mean the special district of Warren County formed under the County Law of the State of New York and providing sewer collection and transportation service located in the Town of Queensbury, Warren County, New York.

“Washington County” shall mean the municipal corporation of Washington County located in Washington County, New York with a business address at 382 Broadway, Fort Edward, New York 12828.

“Washington County Sewer District No. 1” shall mean the special district of Washington County formed under the County Law of the State of New York and providing sewer collection and transportation service located in the Town of Kingsbury, Washington County, New York.

“WWIDA” shall mean the public benefit corporation formed under Title I of Article 18-A and section 890-c of the General Municipal Law of the State of New York.

2. Representations and Warranties. The Parties restate the representations and warranties, as the case may be, as set forth in “EXHIBIT A”, “EXHIBIT B” or “EXHIBIT C” attached to this Agreement.

3. Dissolution of Kingsbury Sewer District No. 1. The Parties hereby approve of the dissolution of Kingsbury Sewer District Number One pursuant to the Plan of Dissolution provided that as simultaneously as legally permissible, Washington County Sewer District No. 1 is extended pursuant to the MPR to cover the portion of the Kingsbury Sewer District Number One as identified in the MPR and Plan of Dissolution.

4. Extension of Washington County Sewer District No.1. The Parties hereby approve of the extension of Washington County Sewer District No. 1 pursuant to the MPR provided that as simultaneously as legally permissible, Kingsbury Sewer District Number One is dissolved pursuant to the Plan of Dissolution.

5. Automatic Termination. In the event that the steps set forth in section 2 and 3 of this Agreement do not occur for any reason on or before December 31, 2023, unless extended by agreement of the Parties, this Agreement shall automatically terminate and be of no further force or effect.

6. No Effect on Current Sewer Agreement Section 3.1(C) Billing. Notwithstanding the dissolution of Kingsbury Sewer District Number One or extension of Washington County Sewer District No. 1 as provided for above, the Town of Queensbury shall continue to bill the Washington County Sewer District No. 1 based on the formula set forth in Section 3.1(C) of the Sewer Agreement. This billing shall continue for the duration of and final payment of original debt issued by the Town of Queensbury pursuant to the Sewer Agreement and as identified in Section 3.1(C) of the Sewer Agreement. Washington County on behalf of the Washington County Sewer District No. 1 will, in turn, allocate the debt payment among the parcels located in the extended Washington County Sewer District No. 1 as extended pursuant to the MPR. In the future, in the event any debt is required to be issued relative to the Sewer Agreement, the Parties agree that the Sewer Agreement shall be deemed amended to exclude from any debt payment calculations the lands omitted from the extension of Washington County Sewer District No. 1 pursuant to the MPR that were included in the Kingsbury Sewer District Number One.

7. TOK Capacity. The Town of Kingsbury shall continue to own the TOK Excess Capacity per Section 3.1 (B) for its use in accordance with the Sewer Agreement, and WCSD #1 and the Town of Kingsbury shall coordinate as to the usage of any such Excess Capacity in accordance with the Sewer Agreement.

8. Assumptions by Washington County on behalf of Washington County Sewer District No. 1. On behalf and solely on behalf of Washington County Sewer District No. 1, Washington County agrees to assume the obligations of the Town of Kingsbury solely as to the extended Washington County Sewer District No. 1 that encompasses the former Kingsbury Sewer District No. 1, as follows:

- a. As to the Sewer Agreement: Sections 2.4(D), 2.5, 2.6, 3.1(C), 3.2, 3.3, 5.1, 5.3, 7.1, 7.2 and Article 8, provided that in the event the Town of Kingsbury exercises any rights use the TOK Excess Capacity pursuant to the Sewer Agreement other than through a future extension of Washington County Sewer District No. 1, the Town of Kingsbury shall remain obligated pursuant to the terms and conditions of the Sewer Agreement.
- b. As to the IDA Agreement: Sections 2.2, 2.4, 2.7, 2.9, 3.2, 3.3, 3.4, 4.1.

9. No Default. The WWIDA represents and warrants that the extension of Washington County Sewer District No. 1 and the dissolution of Kingsbury Sewer District No. 1 will not cause a default in any funding obtained, provided by or advanced by the WWIDA as set forth in the IDA Agreement, and waives any claim, cause of action, indemnification or other, against any other party to this Agreement arising from the foregoing.

10. Remaining Terms and Incorporation. Except as specifically modified herein, all other provisions of the agreements attached hereto as "EXHIBIT A", "EXHIBIT B", and/or "EXHIBIT C" shall remain binding on the Parties and are incorporated fully herein without exclusion or exception as if fully set forth in this Agreement. The exhibits to this Agreement shall not be merely reference but shall be by incorporation as terms and conditions of this Agreement.

11. Approvals. The approval resolutions of the Parties shall be attached hereto as "EXHIBIT F".

12. Counterparts. It is expected that this Agreement shall be executed in counterparts, together which shall constitute one consolidated original agreement and understanding of the Parties.

THIS SPACE INTENTIONALLY LEFT BLANK

**THE NEXT PAGE IS THE SIGNATURE PAGE FOLLOWED BY THE EXHIBITS
REFERENCED IN THIS AGREEMENT**

IN WITNESS WHERE, each of the Parties hereto duly executes this Agreement as of the date first written above.

**COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____

Dave O'Brien, Chair of the Board of Directors

TOWN OF KINGSBURY

By: _____

Dana Hogan, Supervisor

TOWN OF QUEENSBURY

By: _____

John Strough, Supervisor

WARREN COUNTY

By: _____

Kevin B. Geraghty, Chair of the Board of Supervisors

WASHINGTON COUNTY

By: _____

Robert A. Henke, Chair of the Board of Supervisors

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared DAVE O'BRIEN, 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 their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared DANA HOGAN, 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 their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared JOHN STROUGH, 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 their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared KEVIN B GERAGHTY, 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 their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared ROBERT A. HENKE, 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 their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Memorandum of Understanding between the Town of Queensbury and City of Glens Falls Regarding Sewage Treatment Capacity and Other Related Matters

EXHIBIT B
Sewer Facility Ownership and Services Agreement for Kingsbury Sewer District Number
One Town of Kingsbury, New York

EXHIBIT C
Intermunicipal Agreement for South Queensbury-Queensbury Avenue Sanitary Sewer
District

EXHIBIT D
MAP, PLAN AND REPORT
FOR EXTENSION OF
WASHINGTON COUNTY SEWER DISTRICT NO. 1

EXHIBIT E
PLAN OF DISSOLUTION OF
KINGSBURY SEWER DISTRICT NUMBER ONE

EXHIBIT F
APPROVAL RESOLUTIONS