

The annual Organizational Meeting of the Kingsbury Town Board was conducted on January 3, 2017 at the Kingsbury Town Hall on 6 Michigan Street, Hudson Falls.

MEMBERS PRESENT: Dana Hogan, Supervisor
Paul Bromley, Councilman
William Collins, Councilman
Richard Doyle, Councilman
Henry Freebern, Councilman

OTHERS PRESENT: Michael Graham, Highway Superintendent
Dennis Kelly

The meeting was called to order at 7 p.m. by Supervisor Hogan and opened for the order of business with the Flag Salute led by Councilman Collins.

A **motion** by Councilman Freebern seconded by Councilman Collins and carried by a vote of 5 ayes to accept the minutes of the December 19, 2016 Board Meeting as submitted by Town Clerk.

A **motion** by Councilman Bromley seconded by Councilman Collins and carried by a vote of 5 ayes accepting the following appointments and contracts:

Dog Control Officer & Town Hall Cleaner (1 year) - Todd Humiston
The Senior Center of Kingsbury/Fort Edward Area, Inc. - Mary L. Ordway, Representative
Investigating Officer for Bingo – William Collins
Attorney for the Town – Meyer & Fuller, PLLC
Budget Officer & Personnel Officer (1 year) – Mary Ordway
Town Historian (2 years) – John Mead
Recreation Director (1 year) Debbie Battiste
Health Officer – Town Board with no compensation
Crossing Guards: Carol Mosher, Captain, Arthur Dashnaw, Thomas Beadnell, Rose Ann Mumblo

Annual Contracts:

Hudson Falls Free Library - \$30,000.00
Kingsbury Volunteer Hose Company No. 1, Inc. \$234,625.00
The Senior Center of Kingsbury/Fort Edward Area, Inc. - \$11,530.00

A **motion** by Councilman Freebern seconded by Councilman Doyle and carried by a vote of 5 ayes accepting the following:

Designations:

The TownClerk designates: Sylvia Weaver, First Deputy Town Clerk
Linda S. Bowe, Part-Time Deputy
Francis A. Lewis, Part Time Deputy

Highway Superintendent Designates: Timothy Morgan, Deputy Highway Superintendent

Town Justice Designates: James Chase, Water Superintendent
Laura Barody, Justice Court Clerk
Ann Wilcox, Part Time Deputy Justice Court Clerk

Town Supervisor Designates Henry G. Freebern, Deputy Supervisor
Town Comptroller Designates:
Michelle Radliff, Confidential Secretary & Code Enforcement Secretary

A **motion** by Councilman Bromley seconded by Councilman Freebern and carried by a vote of 5 ayes accepting the following:

Other Designations:

Records Management Officer, Issuing Officer for Bingo
and Games of Chance, Issuing Agent for Disabled Parking Permits and
Records Access Officer – Cynthia Bardin
Registrar of Vital Statistics: Cynthia Bardin with a Salary of \$1,000.00
Deputy Registrar: Sylvia Weaver with a Salary of \$1,000.00

Board of Ethics: Cynthia Bardin, Walt Sutliff & Ron Baker

Official Town Newspaper – The Post Star

Official Depository for deposit & safekeeping of all Town funds:
Glens Falls National & Trust

A **motion** by Councilman Bromley seconded by Councilman and carried by a vote of 5 ayes accepting the following:

Town Board Meetings to be held on the First & Third Monday of each Month at 7:00 P.M.

Miscellaneous Motions:

Procurement & Credit Card Policy

The Comptroller shall have ninety (90) days after the close of the fiscal year to submit the annual report to the Town Board and the Office of the State Comptroller. Also a copy to be filed with the Town Clerk shall cause summary of such report to be Published within ten (10) days after receipt in the official newspaper (The Post Star)

The mileage rate for Town Officials who use their own vehicles for Town Business: \$.50 per mile

Supervisor's Committees:

Recreation Commission Liason – Henry Freebern: William Collins, alternate

Public Safety: Councilman Freebern/Doyle

Building & Grounds/Highway – Councilman Freebern/Bromley

Insurance – Councilman Collins/Doyle

Legal/Legislative – Councilman Collins/Doyle

Budget/Personnel – Councilman Collins/Bromley

Resolution No. 1 of 2017:

TOWN BOARD OF THE TOWN OF KINGSBURY

COUNTY OF WASHINGTON, STATE OF NEW YORK

Resolution No. 1 of 2017
Adopted January 4th, 2017
Introduced by Councilman Freebern
who moved its adoption.
Seconded by Councilman Collins

RESOLUTION AUTHORIZING TOWN OF KINGSBURY TOWN SUPERVISOR TO ENTER IN TO AGREEMENT WITH COUNTRYSIDE VETERINARIAN PRACTICE, P.C. FOR TOWN DOG CONTROL SHELTER SERVICES PURSUANT TO NEW YORK STATE AGRICULTURAL AND MARKETS LAW ARTICLE 7

WHEREAS, the Town of Kingsbury (hereinafter "Town") is required to have a shelter contract agreement in place pursuant to the New York State Agricultural and Markets Law Article 7; and

WHEREAS, the Town of Kingsbury has previously utilized the services of Countryside Veterinary Practice, P.C. (hereinafter "Countryside") for such shelter services for the Town's dog control; and

WHEREAS, the Town Attorney has prepared an Agreement between the Town of Kingsbury and Countryside; and

WHEREAS, the Town desires to enter in to such agreement with Countryside as outlined in the terms of the agreement to provide such services to the Town that is required by the New York State Department of Agricultural and Markets Division of Animal Industry.

NOW, THEREFORE BE IT RESOLVED THAT the Town hereby finds that the Agreement between the Town and Countryside that was prepared by the Town Attorney is acceptable; and be it further

RESOLVED, that the Town hereby authorizes and directs the Town Supervisor to sign and take all necessary steps to enter in to the agreement with Countryside, upon final attorney approval; and be it further

RESOLVED, that this resolution shall take effect immediately.

**AGREEMENT BETWEEN THE
TOWN OF KINGSBURY
AND**

COUNTRYSIDE VETERINARY PRACTICE, P.C.

AGREEMENT, effective the 1st day of January, 2017, by and between the **TOWN OF KINGSBURY**, acting by and through its Supervisor, Dana Hogan, pursuant to a resolution of the Town Board, duly adopted on the 4th day of January 2017, hereinafter called the "TOWN" and **COUNTRYSIDE VETERINARY PRACTICE, P.C.** with an address of 270 Queensbury Avenue,

Queensbury, New York 12804, acting through **James Keller, D.V.M.** hereinafter called the "VETERINARIAN".

W I T N E S S E T H

WHEREAS, the TOWN, the pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, desires to enter into a contract with the VETERINARIAN, whereby the VETERINARIAN will furnish services to the people of the Town of Kingsbury in the nature of impounding lost of stay dogs, and

WHEREAS, the VETERINARIAN desires to enter into a contract with the Town of Kingsbury to furnish such services to the people of the TOWN.

NOW, THEREFORE, be it agreed as follows:

1. The VETERINARIAN agrees to furnish services for the impoundment of lost or stray dogs according to the following fee schedule:

A. Daily Impoundment Fee: \$16.00

B. Flea Treatment \$ 4.00

C. Emergency Examination \$90.00

D. Daily Hospitalization Rate (plus meds) \$20.00-25.00

E. Euthanasia and Transport \$75.00

F. Cremation (depending on weight) \$50.00-130.00

G. Spray/Neuter \$40.00

H. Rabies Vaccination \$40.00

2. In consideration for furnishing such services by the VETERINARIAN, the TOWN agrees to pay the VETERINARIAN on a QUARTERLY basis, within TEN (10) days of invoice, such amounts billed pursuant to the fee schedule set above.

3. This agreement is executed pursuant to Article 7 of the Agricultural and Markets Law of the State of New York and Chapter 75 of the Code of the Town of Kingsbury, Pursuant to Section 75-15 of the code of the Town of Kingsbury, each dog which is not identified shall be held for a period of NINE (9) days from the day seized. Identified dogs shall be held for a period of SEVEN (7) days after notice of seizure if personally delivered to the owner of said dog and NINE (9) days from the date notice is mailed to the owner of said dog.

The VETERINARIAN agrees that seized dogs shall be held for the applicable time periods specified above and in compliance with Section 117 of the New York Agricultural and Markets Law.

4. The term of this Agreement is from **January 1, 2017 through December 31, 2017**, unless earlier terminated pursuant to the provisions of paragraph 5 or 6.

5. The Town shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:

[a] VETERINARIAN fails or refuses to comply with all applicable laws or ordinances; or

[b] VETERINARIAN is guilty of a substantial violation of any provision of this contract;

[c] In any event, the Town, without prejudice to any other rights or remedy it may have, may by seven (7) days written notice to VETERINARIAN, terminate this Agreement, the services of VETERINARIAN and the Town right to proceed hereunder.

6. VETERINARIAN shall have the right to cease performing or terminate the contract if the Town is guilty of a substantial violation of any provisions of this Contract.

7. In accordance with the provisions of Section 109 of the General Municipal Law, VETERINARIAN, is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

8. Should any dispute arise between the TOWN and VETERINARIAN regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties here to, and the third by the two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the state of New York. The work shall not be interrupted or delayed pending such decision.

9. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Kingsbury, at a meeting thereof held on January 3, 2017, Dana Hogan, Supervisor of the Town, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. VETERINARIAN represents that it is his signature which appears hereafter and that he is duly authorized and empowered to execute this instrument and enter into such an agreement. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

10. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: Town of Kingsbury, Kingsbury Town Hall, 6 Michigan Street, Hudson Falls, New York 12839

To: James Keller, D.V.M., Countryside Veterinary Practice, P.C., 270 Queensbury Avenue, Queensbury, New York 12804.

11. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12. This Agreement constitutes the complete understanding of the parties. No amendment of any provisions thereof shall be valid unless in writing and signed by both parties.

13. This Agreement is governed by the laws of the state of New York.

14. This Agreement may be executed in Counterparts.

IN WITNESS WHEREOF, the Town of Kingsbury has caused its corporate seal to be affixed hereto and these presents to be signed by Dana Hogan, its Supervisor, duly authorized to do so, and to be attested to by Cynthia A. Bardin, Town Clerk of the Town of Kingsbury, and James Keller, D.V.M. of Countryside Veterinary Practice, P.C. have signed this agreement the day and year first above written.

TOWN OF KINGSBURY COUNTRYSIDE

By:

Dana Hogan, Supervisor

Attest

By:

Cynthia A. Bardin, Town Clerk

Town of Kingsbury

VETERINARIAN PRACTICE, P.C.

By:

James Keller, D.V.M.

A **motion** by Councilman Bromley seconded by Councilman Freebern and carried by a vote of 5 ayes to increase the hourly wage of the Recreation Committee to \$9.75 due to the increase in the New York State minimum wage.

Town Clerk reported the following:

Notice of Public Hearing for the Noise Control and the continuance of the Public Hearing for Nuisance Properties had been published in today's edition of the Post-Star.

\$365.96 was saved in postage fees by consolidating tax bills of taxpayers owning multiple parcels.

Village Clerk Ellen Brayman will begin to accept tax payments with a credit card in June 2017; Town Clerk will keep in contact to see how it works out; the Town may consider accepting tax payments with a credit card in the future.

On the first day of the 2017 County/Tax Collection approximately \$16,000.00 was collected in tax payments. There is much confusion about the one time reduction in the tax bill. Residents believe their tax bill will be almost cut in half due to the sale of the former Dix Avenue Drive-In. Town Clerk and the deputies explain the reduction applies only to the Town portion of the bill, not the entire bill.

Superintendent of Highways Michael Graham reported they have been busy plowing snow and working on trucks. Graham updated the Board by explaining that he had drafted a letter to the Washington County Public Works in regard to an increase in the upcoming Mowing Contract for 2017. The Town has not received an increase in quite some time.

Councilman Doyle has expressed interest in the Town setting up an installment plan to collect taxes. The Town Clerk will contact the Washington County Treasurer Al Nolette to see if this is possible.

A **motion** by Councilman Freebern seconded by Councilman Doyle and carried by a vote of 5 ayes to accept the following report for November:

Town Justice: Fees Collected \$21,251.00

Sole Assessor Colleen Adamec submitted the Washington County PDC Summary to the Board.

Supervisor Hogan received a letter from the New York State Parks Recreation and Historical Preservation stating that the State Review Board has recommended to the Commissioner of Parks, Recreation and Historic Preservation that the Moss Street Cemetery be listed on the New York State Register of Historical Places and nominated to the National Register of Historic Places. The nomination will be sent to the Keeper of the National Register in Washington, D.C. If the Keeper of the National Register approves the nomination the property will be listed on the National Register.

Supervisor Hogan and Water Superintendent James Chase will work together to submit estimates for the improvements to the Town's water system. The Town received a grant from the New York State Dormitory Authority State & Municipal Facilities Program in the amount of \$65,000.00.

Supervisor Hogan was encouraged by Senator Little's office to pursue a grant opportunity for the Renovation and Replacement of Mobile and Manufactured Homes. The deadline is January 17, 2017.

There being no further business before the Board a **motion** by Councilman Freebern seconded by Councilman Bromley and carried by a vote of 5 ayes to adjourn the meeting at 7:30 p.m.

Respectfully submitted,

Cynhtia A. Bardin, Town Clerk