

The first regular meeting of the Kingsbury Town Board was held on February 9, 2015 at 7 p.m. at the Kingsbury Town Hall, 210 Main Street, Hudson Falls.

MEMBERS PRESENT: James T. Lindsay, Supervisor

Paul Bromley, Councilman

William Collins, Councilman

Richard Doyle, Councilman

Henry Freebern, Councilman

ALSO PRESENT: Ross Cortese, Code Enforcement Officer

Bill Toscano, The Post-Star

Anthony Marro, Eastside Metals & Recyclers Inc.

Matt Fuller, Attorney for the Town

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

The minutes of the January 26, 2015 meeting are not available at this time.

Supervisor Lindsay reported that the Annual Financial Report is complete and has been filed with the New York State Comptroller. Lindsay commented that the report is on file in the office of the Town Clerk for those who are interested in reading it.

The Adirondack Gateway Council, which consists of Glens Falls Sewer District, Washington County Sewer District # 2, Queensbury, Moreau and Kingsbury, was awarded a grant in the amount of \$880,000.00 for studying and evaluating the expansion possibilities of the Glens Falls Sewer District and Washington County District # 2 which will include the future possibilities for the compost facility. The five municipal partners of the Adirondack Gateway Council will be involved in the decision-making in this grant with Glens Falls being the lead agency. The study will look at waste water, waste water treatment plants, collection piping and pumping systems to help us determine a plan for sewer infra-structure needs for the five municipalities in the future. On March 10, 2015 interviews will be conducted with five firms to determine who will conduct the study. The Town's share of the cost will be up to \$29,000 for the next two years, payable to Glens Falls the lead agency. The study will take from one year to a year and a half.

Supervisor Lindsay received a quote from Alpha GeoScience to conduct a Phase I & Phase II at Eastside Metals & Recyclers as follows: Phase I - \$3,200.00 & Phase II - \$7,000.00 to \$12,000. Code Enforcement Ross Cortese has been in Contact with Kevin Phelan of Alpha GeoScience, who has reported that the Phase II cannot be conducted until spring due to the amount of snowfall.

Anthony Marro of Eastside Metals & Recyclers attended the Town Board Meeting to report on the status of his application to renew his license to operate a junkyard. Marro feels that it would be counter-productive for the Town to use the bond money held in escrow by the Town to conduct a Phase I & Phase II at Eastside Metals. Marro is hoping to secure insurance and then go to a vote with the Town Board to have his license granted to operate his business. Marro is hoping the insurance is in place within a week. Marro would like to get his license back and get back to work to fulfill his obligations to complete the clean-up on Burgoyne Avenue, take care of his customers and do the right thing. Supervisor Lindsay asked Marro about the clean-up on Burgoyne Avenue. Marro explained that they are at a standstill at this point; the only way it will be completed is if they go back to work to earn some money to pay for the clean-up. Marro feels that Eastside has spent a lot of money in cleaning something that they did not have full responsibility for. Marro feels he got stuck with a piece of property that had been PCB infested for 60 years. Councilman Freebern asked Marro how much of the clean-up was complete at Burgoyne Avenue. Marro responded that about 75% was complete.

Marro presented a copy of a quote for insurance. Councilman Bromley commented that a quote does not mean anything; the license requires you to have insurance in place. Marro responded by saying he understands that, he is waiting for the quote, then he will make payment to bind the coverage. Councilman asked if this had anything to do with Workman's Compensation coverage. Marro responded no, but he will have coverage before he opens the gates to operate. Marro is also waiting for the Town Board's decision before paying approximately \$35,000.00 for Workman's Compensation coverage if the Town Board is not going to renew his license to operate.

Councilman Doyle commented that Eastside was never able to operate the facility as planned because they could not obtain the permit to crush cars. Doyle asked Marro if he thought he would ever obtain the permit to crush cars. Marro is hoping that at some point they will be able to operate as a car-crushing facility. Marro commented that Eastside had operated for three years meeting compliance with no violations from the DEC. Marro believes that once Burgoyne Avenue is cleaned up they will receive their permit for cars.

Supervisor Lindsay commented that if the Board acted on the license application for Eastside, if they had everything in place; Eastside would be back at the end of March, when that license would expire.

Councilman Bromley commented on the problems with Eastside in the past as follows: insurance lapses without the Town being notified, insurance where the Town was not named as the additional insured, indications from the State that there was no Workman's Compensation paid, a letter of credit that was not followed through for \$20,000.00 and presenting incomplete applications to renew their license to operate. Bromley does not understand why we keep debating this issue, he is not in favor, and his opinion is that the Board has spent too much time on this. Bromley also commented that the Town is required to conduct a Phase I & Phase II if you do not have a license to operate.

After much discussion the Board will wait to see if Eastside will file a complete application, due to the fact that the Phase I study can be conducted, but the Phase II cannot be conducted until there is much less snow on the ground.

Supervisor Lindsay reported that we have received a counter-offer for the sale of 210 Main Street from the Hudson River Music Hall. Attorney Matt Fuller reported that they came back with an offer of \$175,000.00 and a deposit check for \$1,000.00 had been delivered to his office. Attorney Meyer reviewed the contract with the Board. He explained that the property is sold as is, the property can be inspected until March 5 and the Town must be notified by March 12 if there are any issues with the inspection; there is a 5-day attorney review and the buyer's are paying for the title update. The target date for closing is November 1, 2015. The attorney is holding the money in escrow and if the buyer's default the Town will keep the deposit.

Attorney Fuller conducted an environmental assessment (SEQRA) which resulted in a negative declaration.

A **motion** by Councilman Bromley seconded by Councilman Freebern and carried by a vote of 5 ayes to declare 210 Main Street as surplus property and approve the contract for the sale of the same as follows:

TOWN BOARD OF THE TOWN OF KINGSBURY
COUNTY OF WASHINGTON, STATE OF NEW YORK

Resolution No. 2 of 2015
Adopted February 9, 2015

Introduced by Councilman Bromley
who moved its adoption

Seconded by Councilman Freebern

**RESOLUTION AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY AND
APPROVING OF THE CONTRACT FOR THE SAME**

WHEREAS, pursuant to section 64 of the Town Law of the State of New York, the Town Board of the Town of Kingsbury (the "Town Board") has the authority to sell real property no longer deemed necessary for a public purpose; and

WHEREAS, the Town is the owner of real property located at 210 Main Street in the Village of Hudson Falls, Town of Kingsbury, County of Washington and known as tax map parcel number: 154.14-1-40 containing approximately 7,500 square feet; and

WHEREAS, the Town no longer needs said parcel of real property and Hudson River Music Hall Productions, Inc. is desirous of purchasing said real property owned by the Town; and

WHEREAS, a written offer for the purchase of said real property has been prepared and

presented to the Town Board showing a purchase price of One Hundred Seventy Five Thousand Dollars (\$175,000.00); and

WHEREAS, the consideration and proposed adoption of this resolution is an action under the New York State Environmental Quality Review Act (SEQRA). The Town Board hereby declares that this action is an unlisted action under SEQRA, and hereby declares itself to be lead agency for SEQRA review of the action. The Short Environmental Assessment Form for this resolution presented at this meeting, is accepted and approved; and

WHEREAS, pursuant to Town Law section 90, this resolution is subject to permissive referendum and shall not take effect until thirty (30) days from the date hereof pursuant to Town Law section 91 and that no conveyance shall be made prior to the expiration of said thirty (30) day period, and that no conveyance shall take place after said period if a petition has been duly filed Town Law section 91, without further action of the Town Board.

NOW, THEREFORE BE IT, RESOLVED THAT:

Section 1. The Town hereby declares the real property located at 210 Main Street, Village of Hudson Falls, Town of Kingsbury, County of Washington and referred to as tax map parcel number: 154.14-1-40, containing approximately 7,500 square feet, as surplus and no longer needed to serve a Town purpose.

Section 2. The written offer, in the form of a real estate contract, a copy of which is attached hereto and incorporate herein by reference, for the sale of real property located 210 Main Street, Village of Hudson Falls, Town of Kingsbury, County of Washington and referred to as tax map parcel number: 154.14-1-40, containing approximately 7,500 square feet is hereby approved and accepted. The contract in part states that the real property will be conveyed for One Hundred Seventy Five Thousand Dollars (\$175,000.00).

Section 3. The Supervisor, James T. Lindsay, is hereby given the authority to execute the written offer in the form of a real estate contract and to execute any and all necessary documents, including the conveyance documents, to effectuate this resolution.

Section 4. The Town hereby issues a Negative Declaration in connection with its findings pursuant to the State Environmental Quality Review Act (“SEQRA”), as codified under 6 NYCRR Part 617 et. seq., relative to the adoption of this resolution, whereby the adoption thereof constitutes an Unlisted Action that will not have any significant adverse impact upon the environment.

Section 5. Pursuant to Town Law section 90, this resolution is subject to permissive referendum and shall not take effect until thirty (30) days from the date hereof pursuant to Town Law section 91 and that no conveyance shall be made prior to the expiration of said thirty (30) day period, and that no conveyance shall take place after said period if a petition has been duly filed Town Law section 91, without further action of the Town Board.

Section 6. The Town Clerk is directed to publish a notice that this resolution has

been adopted subject to permissive referendum as provided for in Town Law Section 90.

Section 7. This resolution shall take effect immediately.

Attorney Fuller conducted an environmental assessment which resulted in a negative declaration.

A **motion** by Councilman seconded by Councilman and carried by a vote of 5 ayes authorizing the issuance of bonds for the renovation of the New Town Hall at 6 Michigan Street. Resolution to follow:

**TOWN BOARD OF THE TOWN OF KINGSBURY
COUNTY OF WASHINGTON, STATE OF NEW YORK**

**Resolution No. 3 of 2015
Adopted February 9, 2015**

**Introduced by Councilman Freebern
who moved its adoption.**

Seconded by Councilman Doyle

**BOND RESOLUTION AUTHORIZING THE ISSUANCE OF
\$650,000.00 AGGREGATE PRINCIPAL AMOUNT OF SERIAL BONDS OR
STATUTORY INSTALLMENT BONDS OF THE TOWN OF KINGSBURY TO PAY
THE COSTS ASSOCIATED WITH THE RENOVATION AND CONSTRUCTION OF A
TOWN HALL AND AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION
NOTES OR STATUTORY INSTALLMENT BONDS OF THE TOWN OF KINGSBURY
FOR THE AFORESAID PURPOSES AND IN CONNECTION THEREWITH**

WHEREAS, the Town Board (the "Board") of the Town of Kingsbury determined that the renovation and construction of a new Town Hall is in the public interest and that the health, safety and welfare of the residents of the Town would be benefited by said construction (the "Project"); and

WHEREAS, the total estimated cost of the Project will be Six Hundred Fifty Thousand Dollars (\$650,000.00); and

WHEREAS, in order to further finance the costs associated with the Project, the Town desires to issue serial bonds or a statutory installment bond, in lieu of serial bonds (the "Bonds") in the aggregate principal amount of Six Hundred Fifty Thousand Dollars (\$650,000.00); and

WHEREAS, no bond anticipation notes have been previously authorized or issued in

anticipation of the issuance of Bonds authorized by this resolution and the bond anticipation notes authorized by this resolution will not serve to renew any other existing bond anticipation notes; and

WHEREAS, the consideration and proposed adoption of this resolution is an action under the New York State Environmental Quality Review Act (SEQRA). The Town Board having previously declared that this action is an unlisted action under SEQRA, and issued a Negative Declaration in connection with its findings, determining that the Project will not have any significant adverse impact upon the environment.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Town as follows:

Section 1. The specific object and/or purposes of the Project for which the obligations authorized by this Resolution are to be issued is the renovation and construction of a Town Hall, which shall include engineering fees, site preparation, materials, the provision of legal services, and other incidental costs, all of which are hereby authorized at a maximum estimated cost of Six Hundred Fifty Thousand Dollars (\$650,000.00) of which the maximum amount authorized to be issued as serial bonds, statutory installment bonds and/or bond anticipation notes Six Hundred Fifty Thousand Dollars (\$650,000.00).

Section 2. The initial financing of the Project may be undertaken by the Town through the issuance of a bond anticipation note or notes in accordance with and pursuant to the Local Finance Law of the State of New York. The Town hereby authorizes any Bonds, including a statutory installment bond, in lieu of serial bonds to be issued for this Project. In addition, the Town further authorizes any obligations issued hereunder to be secured in connection with any Federal or State issued grant(s) or loan(s).

Section 3. The Town hereby authorizes the Town Supervisor (the "Supervisor"), or in the absence of the Supervisor, the Comptroller, to utilize funds held within the Fund and within the Budget for the purpose of payment of services rendered in connection with the Project and further authorizes the Supervisor, or in the absence of the Supervisor, the Comptroller, to repay any funds expended from the Fund with funds borrowed in connection with any bond anticipation note or Bond issued pursuant to and authorized by and through this bond resolution.

Section 4. There are hereby authorized to be issued bond anticipation notes ("Notes"), including the renewal of such Notes, for the aforesaid specific objects or purposes in amounts up to but not exceeding the maximum amount of the Bonds herein authorized. Any such Notes issued shall be approved as to form and executed by the Supervisor, or in the absence of the Supervisor, the Comptroller, and issued in anticipation of the sale of the Bonds herein authorized.

Section 5. It is hereby determined that the period of probable usefulness of the aforesaid specific objects or purposes is ten (10) years pursuant to Section 11.00(a)(12)(a) of the Local Finance Law.

Section 6. The full faith and credit of the Town is hereby irrevocably pledged for the

payment of the principal of and interest on any Bonds or Notes issued in connection with this bond resolution, as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of, and any interest, if applicable, on the Bonds or Notes becoming due and payable in such years.

Section 7. The maximum maturity of the Bonds shall not exceed the periods of probable usefulness set forth above and shall mature on or before the date of the expiration of the aforesaid periods of probable usefulness as measured from the date of the Bonds or from the date of the first bond anticipation note or statutory installment bond issued in anticipation of the sale of such bonds, whichever date is earlier. If deemed necessary by the Supervisor, or in the absence of the Supervisor, the Deputy Supervisor, the Bonds or Notes to be issued hereunder may be issued in two or more separate series. The maturity of the Bonds issued in connection with this bond resolution will exceed five (5) years.

Section 8. Any Notes or Bonds issued hereunder shall be payable from the proceeds derived from the issuance and or sale of the Bonds authorized herein or otherwise redeemed in the manner provided by Section 23.00 of the Local Finance Law.

Section 9. There are no bond anticipation notes or Bonds outstanding for this Project.

Section 10. Subject to the provisions of the Local Finance Law, the power to issue and sell the Bonds and/or Notes, including all powers and duties pertaining or incidental thereto, is hereby delegated to the Supervisor, or in the absence of the Supervisor, the Deputy Supervisor, of the Town, except as herein provided. The Bonds and/or Notes shall be of such terms, form and content, and shall be sold in such manner, whether by public or private sale, as may be determined by the Supervisor, or in the absence of the Supervisor, the Deputy Supervisor, pursuant to Local Finance Law, this resolution and any further resolution which the Board may hereafter adopt. The Supervisor, or in the absence of the Supervisor, the Deputy Supervisor, is authorized to execute and deliver any documents and to take such other action as may be necessary and proper to carry out the intent of the provisions of this resolution, including any resolutions, contracts or authorizations necessary to secure any Federal or State issued grant(s) or loan(s).

Section 11. The exact date of issue of the Bonds and/or Notes and the exact date upon which the same shall become due and payable shall be fixed and determined by the Supervisor, or in the absence of the Supervisor, the Deputy Supervisor, provided however, that the maturity of said Notes or renewals thereof shall not exceed one year from the Note's or renewal's date of issue except as permitted by the Local Finance Law.

Section 12. The Supervisor, or in the absence of the Supervisor, the Deputy Supervisor, shall prepare, or cause to be prepared, such Bonds and/or Notes and sell the same in accordance with the applicable provisions of the Local Finance Law, and at such sale shall determine the interest rate to be borne by such Bonds and/or Notes, whether fixed or variable.

Section 13. The proceeds of the sale of the Bonds and/or Notes shall be deposited and/or invested as required by Section 165.00 of the Local Finance Law, and the power to invest the

proceeds of sale is hereby delegated to the Supervisor and/or the Comptroller and the power to invest in any instruments described in the said Section 165.00 is expressly granted.

Section 14. To the extent that it is permitted to do so under the Internal Revenue Code of 1986, as amended (the "Code"), the Issuer hereby designates the Bonds and/or Notes as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code. The Issuer hereby covenants that it will (i) take all actions on its part necessary to cause interest on the Bonds and/or Notes be excluded from gross income for purposes of Federal income taxes and (ii) refrain from taking any action which would cause interest on the Bonds and/or Notes to be included in gross income for purposes of Federal income taxes.

Section 15. Pursuant to Section 35.00 of the Local Finance Law and Section 220 of the Town Law, this resolution is subject to permissive referendum.

Section 16. The validity of such Bonds and/or Notes (collectively "Obligations") may be contested only if:

- (1) Such Obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced with twenty (20) days after the date of such publication, or
- (3) Such Obligations are authorized in violation of the provisions of the constitution.

Section 17. This resolution, or a summary hereof, shall be published in full in the *Post Star*, which has been designated as the official newspaper of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 18. Pursuant to Section 33.00(a), this resolution shall be adopted by at least two-thirds (2/3) vote of the voting strength of the Town Board.

Section 19. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote by roll call, which resulted as follows:

<u>Voting:</u>	<u>Ayes:</u>	<u>Nays:</u>	<u>Abstain:</u>	<u>Absent:</u>
James Lindsay, Supervisor	<u> X </u>	<u> </u>	<u> </u>	
Richard Doyle, Councilman	<u> X </u>	<u> </u>	<u> </u>	
Paul Bromley, Councilman	<u> X </u>	<u> </u>	<u> </u>	
William Collins, Councilman	<u> X </u>	<u> </u>	<u> </u>	

Henry Freebern, Councilman X _____ _____

A **motion** by Councilman Bromley seconded by Councilman Freebern and carried by a vote of 5 ayes authorizing Supervisor Lindsay to enter into an agreement with Countryside Veterinary as follows:

TOWN BOARD OF THE TOWN OF KINGSBURY
COUNTY OF WASHINGTON, STATE OF NEW YORK

Resolution No. 4 of 2014

Adopted February 9, 2015

Introduced by Councilman Bromley

who moved its adoption.

Seconded by Councilman Freebern

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; and be it further

RESOLVED, that this resolution shall take effect immediately.

**AGREEMENT BETWEEN THE
TOWN OF KINGSBURY
AND
COUNTRYSIDE VETERINARY HOSPITAL**

AGREEMENT, made this 9th day of February, 2015, by and between the **TOWN OF KINGSBURY**, acting by and through its Supervisor, James T. Lindsay, pursuant to a resolution of the Town Board, duly adopted on the 9th day of February, 2015, 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 42 of the Code of the Town of Kingsbury, Pursuant to Section 42-17 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 February 9, 2015 through December 31, 2015, 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 February 9, 2015, James T. Lindsay, 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, 210 Main 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 James T. Lindsay, 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 VETERINARIAN
PRACTICE, P.C.

By:

By:

James T. Lindsay, Supervisor

James Keller, D.V.M.

Attest

By: _____
Cynthia A. Bardin, Town Clerk
Town of Kingsbury

A **motion** by Councilman Freebern seconded by Councilman Doyle and carried by a vote of 5 ayes to enter into an intermunicipal agreement with Town of Fort Edward as follows:

INTERMUNICIPAL AGREEMENT

This agreement effective the 1st day of January, 2015, by and between the **Town of Fort Edward**, a municipal corporation organized under the laws of the state of New York, party of the first part, mailing address: 118 Broadway, P.O. Box 127, Fort Edward, NY 12828 (hereafter referred to as "Fort Edward"), and the **Town of Kingsbury**, a municipal corporation organized under the laws of the state of New York, party of the second part, mailing address: 210 Main Street, Hudson Falls, New York 12839 (hereinafter referred to as "Kingsbury").

WITNESSETH

WHEREAS, Fort Edward and Kingsbury have both individually hired the same Dog Control Officer for their respective municipalities, to wit: Todd Humiston;

WHEREAS, to perform the duties of Dog Control Officer (hereinafter referred to as "Officer") needs certain equipment in order to perform his duties as Officer, namely a vehicle to transport animals during the course of his employment with the respective municipalities; and

WHEREAS, Kingsbury has a White Cargo Van (hereinafter referred to as "Van") that the Officer uses during his course of employment to provide Dog Control Services to the Town of Kingsbury; and

WHEREAS, Kingsbury currently maintains and services the Van, provides for insurance for the Van and houses the Van when necessary; and

WHEREAS, Fort Edward, the neighboring municipality, desires to share the use of the Van with Kingsbury for the Officer to use while working under official town business in the Town of Fort Edward; and

WHEREAS, Kingsbury desires to allow the Officer to use the Van while he is employed and operating under both his scope of the employment for both Kingsbury and Fort Edward; and

WHEREAS, both municipalities, Fort Edward and Kingsbury, feel they would benefit from this shared agreement to cut down costs for their respective tax payers and work together with neighboring municipalities for Dog Control in the respective Towns.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Fort Edward and Kingsbury do hereby agree as follows:

1. TERM OF AGREEMENT: The term of this agreement shall be from January 1, 2015 through December 31, 2015 and shall automatically renew for the following year unless either party terminates in writing and provides written notices as per this agreement.

2. CHARGES FOR USE OF VEHICLE AND EQUIPMENT: Fort Edward shall pay Kingsbury the sum of \$0.575 per mile for any miles spent by the Dog Control Officer under his official duties in the Town of Fort Edward. These payments shall be submitted from the Town of Fort Edward to the Town of Kingsbury quarterly (i.e. April, July, October and January of each year of this agreement). This rate may fluctuate each year and shall follow the New York State Office of the State Comptroller's Travel Mileage Rate for Personal Vehicle Standard Rate, unless otherwise agreed upon by the parties, in writing.

3. LOG FOR MILES SPENT: The Dog Control Officer shall be afforded with the responsibility of keeping track of his mileage while performing his duties as Dog Control Officer in the Town of Fort Edward and shall submit his mileage to the Town of Fort Edward Town Clerk before the end of each quarter for calculation of payment to the Town of Kingsbury.

4. TOWN'S RIGHT TO TERMINATE: Either Fort Edward or Kingsbury shall have the right to cease performing or terminate this agreement if the other Town refuses to comply with all applicable laws or ordinances or is guilty of a substantial violation of any provision of this contract. The Town, without prejudice to any other rights or remedy it may have, may by seven (7) days written notice to the other Town terminate this Agreement.

5. MAINTAINENCE OF THE VEHICLE: The Town of Kingsbury shall be responsible for the maintenance of the Van, including but not limited to oil changes, general routine maintenance and repairs.

6. INSURANCE: The Town of Kingsbury shall be solely responsible for keeping the vehicle insured in accordance with the requirements of the New York State Vehicle and Traffic Law through the term of this Agreement with respect to any vehicle which may be subject to this

agreement. The Town of Kingsbury shall maintain Vehicle Liability Insurance on the Van and shall name the Town of Fort Edward as additional insured. The Town of Fort Edward shall name the Town of Kingsbury on their general liability insurance policy.

Proof of insurance shall be provided to the Town Clerk of the other Town upon the signing of this agreement. Both Towns shall be responsible to renew such policy each and every year this agreement is in effect and shall continue to provide copies of renewals to the other Town immediately upon receipt of the same.

INDEMNIFICATION: The Town of Fort Edward agrees to defend, indemnify and save the Town of Kingsbury, its officers, agents and employees, harmless from any and all liability imposed on the Town of Fort Edward, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under his scope of employment and using the Van to perform official business for the Town of Fort Edward.

The Town of Kingsbury agrees to defend, indemnify and save the Town of Fort Edward, its officers, agents and or/ employees arising from the negligence, active, passive, of acts arising while the Dog Control Officer is acting under his scope of employment and using the Van to perform official business for the Town of Kingsbury.

NOTICES; Any and all notices 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 be either party hereto:

TO TOWN OF Town of Fort Edward
FORT EDWARD: Attention: Town Supervisor
 118 Broadway
 Fort Edward, NY 12828

TO TOWN OF Town of Kingsbury
KINGSBURY: Attention: Town Supervisor
 210 Main Street
 Hudson Falls, New York 12839

9. **WAIVER:** No waiver or any breach of any condition in 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.

10. AMENDMENTS: The 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.

11. GOVERNING LAW: This Agreement is governed by the laws of the state of New York.

IN WITNESS THEREOF, the Town of Fort Edward has caused its corporate seal to be affixed hereto and these presents to be signed by Mitchell C. Suprenant, Jr., its Supervisor, duly authorized to do so, and to be attested to be Aimee Mahoney, Town Clerk of the Town of Fort Edward , and the Town of Fort Edward has caused its corporate seal to be affixed hereto and these presents to be signed by James T. Lindsay, its Supervisor, duly authorized to do so, and the, and to be attested to Cynthia Bardin, Town Clerk for the Town of Kingsbury, have signed this agreement the day and year below written.

TOWN OF FORT EDWARD

By:

Mitchell C. Suprenant Jr., Supervisor

Dated: _____

Attest:

By: _____

Aimee Mahoney, Town Clerk

Dated: _____

TOWN OF KINGSBURY

By:

James T. Lindsay, Supervisor

Dated: _____

Attest:

By: _____

Cynthia Bardin, Town Clerk

Dated: _____

Supervisor Lindsay reported that Comptroller Mary Ordway was obtaining quotes for a new custodian.

Councilman Doyle asked if Supervisor Lindsay had contacted any sources for solar panels for the Highway Garage on Vaughn Road. Attorney Fuller advised the Board to be very careful with any long - term agreements. A discussion followed and it was decided the Board may consider purchasing their own solar panels.

The Board received a monthly update from Sole Assessor Colleen Adamec. She reported that she is taking in exemptions and working on the 2015 roll. She also received some PDC information from the State and provided a copy for the Board.

Councilman Bromley reported that he plans to have the drawings for the renovation of 6 Michigan Street for the Town Board Meeting on March 9, 2015. After receiving the plans demo work can be started; and renovation can begin in the old section of the building. Once the weather breaks, the framing can be complete on the addition and a new roof on the complete structure. Bromley also reported that Patrick Sullivan of Highlander Engineering would like a meeting with Code Enforcement Officer Ross Cortese.

Code Enforcement Officer Ross Cortese reported that on February 18, 2015 Rich Schermerhorn will present his 100-unit Senior Living facility on Dix Avenue at the Planning Board Meeting. Cortese also reported the installation of the dust collector at RWS is complete; he will conduct a sound test at 2 p.m. tomorrow.

There being no further business before the Board a **motion** by Councilman Freebern seconded by Councilman Collins and carried by a vote of 5 ayes to adjourn the meeting at 8:30 p.m.

Respectfully submitted,

Cynthia Bardin, Town Clerk