

The first regular meeting of the Kingsbury Town Board was conducted on February 5, 2018 at the Kingsbury Town Hall at 6 Michigan Street, Hudson Falls.

MEMBERS PRESENT: Dana Hogan, Supervisor
Richard Doyle, Councilman
Henry Freebern, Councilman
William Haessly, Councilman
Dan Washburn, Councilman

OTHERS PRESENT: Todd Humiston, Dog Control Officer
Bryan Stumpf, Cypress Creek Renewables
Thomas Puchner, Attorney for Cypress Creek Renewables
Mr. and Mrs. Burch, Town Residents
Jolene Caruso, Town Resident

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 Freebern.

The minutes of the January 16, 2018 Town Board Meeting were accepted as submitted by the Town Clerk on a **motion** by Councilman Doyle seconded by Councilman Freebern and carried by a vote of 5 ayes.

A **motion** by Councilman Freebern seconded by Councilman Washburn and carried by a vote of 5 ayes to re-appoint Michael Hayes to the Alternate Dog Control Officer for a one year term.

A **motion** by Councilman Freebern seconded by Councilman Haessly and carried by a vote of 5 ayes for Supervisor Hogan to execute the 2018 Elections Facilitation Agreement with Washington County Board of Elections.

Supervisor Hogan received a letter from AIM Services, Inc. to notify their interest in establishing a Supervised Individual Residential Alternative (“IRA”) home at 304-E Queens Drive in the Town of Kingsbury. The Board received a copy of the letter and an informational packet about the proposed site. The Board will review the information and discuss at the next Board Meeting on February 20, 2018. Supervisor Hogan will follow up with Joshua Phelps, the Director of Administration of AIM before the next Board Meeting.

TOWN BOARD OF THE TOWN OF KINGSBURY

COUNTY OF WASHINGTON, STATE OF NEW YORK

Resolution No. 1 of 2018
Adopted February 5, 2018

Introduced by Councilman Freebern

who moved its adoption.

Seconded by Councilman Haessly

RESOLUTION AUTHORIZING TOWN OF KINGSBURY TOWN SUPERVISOR TO ENTER IN TO 2018 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, 2018, 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 5th day of February 2018, 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: \$18.00
- B. Flea Treatment \$ 5.00
- 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 (unidentified dog) shall be held for a period of FIVE (5) 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

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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, 2018 through December 31, 2018, 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 5, 2018, 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.

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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.

<http://www.kingsburyny.gov>

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 VETERINARIAN PRACTICE, P.C.

By: By:

Dana Hogan, Supervisor James Keller, D.V.M.

Attest

By:

Cynthia A. Bardin, Town Clerk

Town of Kingsbury

At 7:07 PM Supervisor Hogan opened a public hearing to discuss a proposed Local Law imposing a limited large scale solar energy generating facility land use moratorium at 7:07 pm. Supervisor Hogan feels this is a very complicated and technical subject would like the moratorium so the Town Board could learn more about this matter. Councilman Doyle and Councilman Haessly have formed a sub-committee to research solar energy facilities. Councilman Doyle stated at this time he and Councilman Haessly are working on the subject but do not have a report for the Board.

Bryan Stumpf introduced himself as the Zoning and Outreach Manager of Cypress Creek Renewables. Mr. Stumpf explained Cypress Creek Renewables is the owner/operator of solar farms with locations in fifteen states. In New York State Mr. Stumpf is part of a four person team that makes sure the project is harmonious, code compliant and works well for the Town. In Kingsbury there is a proposed solar farm on Aviator Way, which has been in the works for approximately eight months. Mr. Stumpf has been

meeting with the Kingsbury Planning Board on a monthly basis showing the Board updated site plans, revisions and improvements based on their suggestions. In regard to the PILOT, Cypress Renewables has an Economic Development team. One member is from Saratoga Springs and could meet with the Board to introduce concepts and formulas that are traditionally used in PILOTS. This year Cypress Creek Renewables has had 16 applications approved in New York State.

Mr. Stumpf would also like to address the Board in regard to a letter Cypress Creek Renewables sent to the Town about the proposed moratorium. Cypress Creek Renewables feels there should be a change in the wording. Mr. Thomas Puchner, attorney for Cypress Creek Renewables stated it is appreciated that the Town is not placing a moratorium on the current Aviator Way solar farm project. Mr. Puchner stated to avoid any snafus on pending site applications; he suggests the following change:

We would suggest this section to state, "For a period of six (6) months following the date of the adoption of this local law, no new site plan applications shall be accepted, reviewed, or approved by the Planning Board, nor any building permit shall for such applications be issued by the Code Enforcement Officer with respect to large scale solar energy generating facilities, hereby defined as non-farm large scale solar systems generating 1 MW or more of energy for sale to utility companies or for other commercial use. This shall not in any way limit or prevent the Planning Board from continuing their review of any exiting site plan applications or hinder the provision of building permits for such existing projects upon approval by the Planning Board."

Councilman Doyle asked Mr. Stumpf as a developer how big of a factor is the exemption for a solar farm. Mr. Stumpf stated it is not a problem, but best answered by Ben Broder, Senior Economic & Community Development Advisor for Cypress Creek Renewables.

Councilman Freebern asked what is to stop a solar farm from leaving the area when the PILOT ends and then what happens to the solar panels. Mr. Stumpf explained there is a de-commissioning clause in the application with a 25-year lease with a possibility of extending the lease for 10 years. Councilman Freebern questioned the longevity of the solar panels. Mr. Stumpf stated the salvage value of the panels after 35 years is pretty strong. Councilman Freebern asked where the power generated from the solar panels would be going. Mr. Stumpf explained the power will be sold directly into the grid. National Grid will conduct a marketing push directly into the community to encourage them to subscribe to the project. Cypress Renewables specializes in community solar which means if you do not want to pay the upfront cost of installing solar panels; you can subscribe and receive solar power to your home. Once the project on Aviator Way gets going it will be 2 megawatts, which is enough power for 500 homes.

Lucy Burch, a Town resident, stated she owns land along Tow Path (in an Industrial Zone) and feels it would be suitable for a solar farm. Mrs. Burch would like to know why the Town is considering a moratorium. Supervisor Hogan stated his reasons, there is some question regarding the financing, whether we should provide exemptions, he does not feel we have a clear picture on how the solar farms are assessed, and the Town does not know how to negotiate PILOT programs and the quality of life issues which may affect Town residents. Supervisor Hogan feels we should have the appropriate steps in place to address any concerns before they come up. Supervisor Hogan also stated are we adequately addressing the end of project management even though there are some de-commissioning plans in place, so in the event a solar company goes out of business the Town is not responsible for a solar field that is not functional. Supervisor Hogan stated the Town does not have a lot of experience with solar farms.

Councilman Freebern asked if a solar farm were closer to the grid, would be easier to work with. Mr. Stumpf stated there are a lot of restrictions on where you place a solar farm; there needs to be a 3 phase line, preferably a sub-station located nearby and even if there is a sub-station nearby there is only a total of 4 to 6 megawatts of power that can be put into that sub-station; usually and maybe 2 or 3 solar farms could be placed in the Town of Kingsbury. Mr. Stumpf also stated there are a lot of environmental restrictions including avoiding wetlands. Mr. Stumpf stated it is Cypress Creek's policy for a solar farm to be virtually undetectable by choosing a location with vegetative buffer all the way around the project, and then enclosed with a fence.

Councilman Haessly explained the Town Board was considering the moratorium to give them an opportunity to learn more about solar energy farms, the existing solar energy exemption and understanding and negotiating PILOT agreements. Councilman Haessly also stated the County and the School District have opted out of granting real property tax exemptions for qualified solar energy structures.

Mr. Stumpf explained Ben Broder could explain the pros and cons of opting in and opting out of the solar energy tax exemption.

Lucy Burch stated she understands the concerns and why the Board is considering a moratorium.

Supervisor Hogan would like to get a better handle on solar energy farms before the Town is inundated with applications for solar energy farms. Supervisor Hogan also stated most of the Towns in Washington County have opted out of granting the tax exemption for solar energy structures.

Councilman Freebern asked the progress of the solar farm on Aviator Way. Mr. Stumpf stated construction could begin in 1 or 2 months; at this time an engineer is reviewing the application for Aviator Way.

Mr. Stumpf added National Grid has a Hosting Capacity Map which is the state's way of saying look at the utility grid infra-structure where it can handle distributed generation like wind, solar or something else. The map is studied to determine if a location is appropriate and to determine the cost of any necessary upgrades.

Attorney Meyer answered a question for Lucy Burch; he stated currently solar is a permitted use in all zones as a primary structure. In 2015 it was made permissible as an accessory use. The Town Board adopted a zoning chapter dealing with solar and created it as a permissible structure in any zone. Supervisor Hogan tabled the Public Hearing until the next Board Meeting on February 20, 2018.

Councilman Doyle would like to make some changes to the proposed Local Law to temporarily prohibit large scale solar generating facilities. Councilman Doyle feels a period of six (6) months with two (2) three (3) month extensions is not necessary. He suggests a three (3) month moratorium with two (2) one (1) month extensions would be sufficient. The Board agreed and Jeff will prepare an amended Local Law for the next Board Meeting.

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

Code Enforcement Officer: No. Permits 2; Site Plans 2; Total Fees \$500.00

Dog Control Officer: Complaints/Calls 60; Seizures 4; Unlicensed Dogs 2; Summons Issued 5; Bites Investigated 5; Mileage 470 with 69 charged to Fort Edward & 175 charged to Fort Ann
Town Clerk: Paid to EnCon \$198.40; Paid to Supervisor \$; Paid to NYS Dept. of Health \$67.50; Paid to the Village of Hudson Falls \$60.00; Paid to Ag & Markets for Population Control \$116.00
Tentative for December-Town Comptroller: Receipts \$235,366.03; Disbursements \$185,023.98

TOWN CLERK REPORT:

The Town Clerk provided copies of the following to the Board

Town Clerk's Annual Report: Total Revenues : \$52,681.65

Total Local Shares Remitted to Supervisor: \$31,717.36

Total Non-Revenues: \$21,510.29

Annual Report on Bingo & Games of Chance

Bingo License Fees Collected: \$1,725.00; Additional License Fees Collected: \$1,690.09

Bell Jar License Fees Collected: \$75.00

A FOIL request was received from McPhillips, Fitzgerald & Cullum L.L.P. pertaining to any and all records relating to the Phase II Environmental Site Assessments and studies related to East Side Metals and Recycling Corp. Code Enforcement Officer Ross Cortese emailed the requested documents.

Town Clerk provided copies of the results of the speed limit reduction request for 35 Vaughn Road (location of the Primary School) received from the NYS DOT. The NYS DOT does not feel a speed reduction is necessary. A discussion followed. Councilman Freebern will contact the NYS DOT in regard to their response for the request to reduce the speed limit on 35 Vaughn Road.

DOG CONTROL OFFICER REPORT:

Todd Humiston reported on Tuesday February 13, 2018 the annual dog control inspection will be conducted by Ag & Markets.

Todd Humiston has been working with Attorney Stockwell re-vamping and gathering information for changes to be made to the dog control section of the Town Code. Attorney Stockwell will prepare the information and have it ready for review by March 1, 2018.

Councilman Washburn and Supervisor Hogan will meet with Todd Humiston to discuss changes recommended by Humiston for fees, fines and the holding times for dogs.

Supervisor Hogan commented the use of social media to find the homes of dogs that are picked up by Humiston is very effective. Humiston commented he has about 1500 followers on Facebook and usually a dog that is picked up gets between 8,000 to 20,000 views.

SUPERVISOR REPORT:

The Councilman received a survey from Laberge Group; Supervisor Hogan requested the Board complete the survey.

Supervisor Hogan will reach out to Senator Betty Little about funding to extend water lines to the Kingsbury Volunteer Fire Co. and the NYS DOT located on Burgoyne Avenue.

Supervisor Hogan received a call from Village Attorney Bill Nikas asking if any of the Town officials had been contacted by the Alliance for Positive Health in regard to a proposed location at 124 Main Street for a syringe exchange program. No town officials had been contacted.

A **motion** by Councilman Doyle seconded by Councilman Freebern and carried by a vote of 5 ayes to enter into an executive session at 8 P.M. to discuss potential Code Enforcement issues. Supervisor Hogan recused himself from the executive session.

A **motion** by Councilman Washburn seconded by Councilman Haessly and carried by a vote of 5 ayes to exit the executive session at 8:47 P.M.

There being no further business before the Board a **motion** by Councilman Freebern seconded by Councilman Doyle and carried by a vote of 5 ayes to adjourn the meeting at 8:48 P.M.
Respectfully submitted,

Cynthia A. Bardin, Town Clerk