

The second regular meeting of the Kingsbury Town Board was conducted on March 18, 2018 at the Kingsbury Town Hall at 6 Michigan Street, Hudson Falls.

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

ABSENT: Richard Doyle, Councilman

OTHERS PRESENT: Brian Landsman Leader of Cub Scout Pack 57  
Cub Scout Pack 57 & Family  
Andrew Meader, Washington County Tourism  
Jeffrey Meyer, Town Attorney  
Michael Graham, Highway Superintendent  
Todd Humiston, Dog Control Officer  
Town Residents: Jolene & Jerry Caruso, Jane Havens,  
Leslie Macura

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 Cub Scout Pack 57.

The minutes of the March 4, 2019 Town Board Meeting were accepted as submitted by the Town Clerk on a **motion** by Councilman Freebern seconded by Councilman Haessly and carried by a vote of 4 ayes.

Supervisor Hogan introduced Andrew Meader of 8 of 8 Strategies, one of 3 firms contracted to promote Washington County Tourism. The other two firms are Black Dog Design who creates the graphics and images being used and Mannix Marketing who helps with social media. Mr. Meader is present to give an update of the program which has been in effect for about a year. They have created a brand "See – Taste – Explore" and a website that goes with the brand at washingtoncounty.fun. They met with business owners in the county and created this brand and discovered there are a lot of things to do; authentic experiences, unique experiences that people want to do on their vacations. Mr. Meader explained that tourism is dollars spent by visitors that come into the county and reside outside the county. In July a social media campaign was launched with a 65% increase in social media followers, with over 33,000 article views. This is content marketing which is placed on saratoga.com, glensfalls.com, lakegeorge.com and adirondack.net which is equivalent to having an article in the Times Union or another publication outside the area. In the articles on the website about 254 businesses are featured, disclosing what there is to do here. The social media following has increased 18% since January to today. There is also traditional media; we were featured in Outdoor Adventure Magazine, talking about hiking, biking and fishing with a 2-page spread. There are about 60,000 physical copies of the magazine and the online reach is about 500,000 for the magazine.

Mr. Meader stated seventy per cent of the social media followers are women, 60% are middle-aged, 70% are outside of Washington County and 11% are from the greater New York City area. He also stated our Air Bnb in Washington County between 2017 and 2018 increased in stays and places to stay about 45%. The plan for 2019 is to pick about 18 topics and focus on them, do articles about the selected topic, social media posts around the topic, an email blast to the subscribers and some traditional media as well. Mr. Meader answered questions from Scouts of Cub Scout Pack 57. Brian Landsman asked how

long Washington County had contracted with Mr. Meader. Mr. Meader stated they were contracted for one year with the potential of extension which the Board of Supervisor has extended through 2020.

**LEGAL UPDATE:**

Attorney Meyer has drafted a Local Law to amend the industrial zoning district by extending the existing Industrial Zone along Route 196. The Board will review the proposed Local Law and discuss at a later time.

An electronic copy of the PILOT agreement between the Town of Kingsbury and Aviator Way Solar, LLC was sent to the Board. The Board has already approved the PILOT and no update to the resolution is necessary; Attorney Meyer wants to make sure the Board was okay with the agreement before it was finalized.

Attorney Meyer reported now that the Local Laws to amend Dog Control Laws had been adopted the Board could adopt a resolution for dog shelter services.

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

Resolution No. 3 of 2019

Adopted March 18, 2019

Introduced by Councilman Freebern

who moved its adoption.

Seconded by Councilman Washburn

**RESOLUTION AUTHORIZING TOWN OF KINGSBURY TOWN SUPERVISOR TO ENTER IN TO 2019  
AGREEMENT WITH COUNTRYSIDE VETERINARIAN PRACTICE, P.C. FOR TOWN DOG CONTROL  
SHELTER SERVICES PURSUANT TO NEW YORK STATE AGRICULTRUAL 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.

A **motion** by Councilman Freebern seconded by Councilman Haessly and carried by a vote of 5 ayes to enter into a contract with Countryside Veterinary Practice, P.C. (no changes in the fee schedule) as follows:

#### **AGREEMENT BETWEEN THE**

**TOWN OF KINGSBURY**  
**AND**  
**COUNTRYSIDE VETERINARY PRACTICE, P.C.**

AGREEMENT, effective the 1<sup>st</sup> day of January, 2019, 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 18th day of March 2019, 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".

WITNESSETH

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 or stray 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 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. **This provision shall be subject to change upon any modification of the current local law and holding periods in which the TOWN will provide the VETERINARIAN notice of such change in written format as an addendum to this agreement.**

4. The term of this Agreement is from **January 1, 2019 through December 31, 2019**, 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 4, 2019, 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 VETERINARIAN PRACTICE, P.C.

By:

By:

\_\_\_\_\_  
Dana Hogan, Supervisor

\_\_\_\_\_  
James Keller, D.V.M.

Attest

By: \_\_\_\_\_  
Cynthia A. Bardin, Town Clerk  
Town of Kingsbury

TOWN CLERK REPORT:

Town Clerk is asking for permission to attend the New York State Tax Collector's Conference from June 9 – 12, 2019 in Lake Placid; the money is in her budget. A **motion** by Councilman Freebern seconded by Councilman Haessly and carried by a vote of 5 ayes giving permission to the Town Clerk to attend the conference.

The resolutions adopted by the Board on March 4, 2018 to name two roads in Quarry Circle, Luke Way and Quarry Circle Extension

has been sent to Washington County Real Property.

Local Law No.'s 1 and 2 of 2019 have been filed with the New York Secretary of State.

Town Clerk provided copies of the following report:

TO: Supervisor Hogan  
Councilman: Doyle, Freebern, Haessly & Washburn

FROM: Tax Collector: Cynthia A. Bardin

SUBJECT: 2019 County/Town Collection

DATE: March 18, 2019

Payments to Town:

January 9, 2019 - \$595,003.62  
January 17, 2019 - \$655,666.43  
January 23, 2019 - \$305,909.95  
January 31, 2019 - \$10,238.62 (unpaid water)  
February 11, 2019 - \$510.52 – Jan. bank int. – \$74.45, Penalties \$436.07  
March 14, 2019 - \$3,496.13 – Feb. bank int. - \$154.74, Penalties - \$3,301.39,  
Return check fee \$40.00

Total Paid to Supervisor:                 \$1,570,825.27

**DOG CONTROL OFFICER REPORT:**

Todd Humiston reported the inspection by Ag & Markets went well.

Todd Humiston will speak at the annual conference and the conference fee will be waived.

Todd would like to thank the Fort Edward Highway Garage, they repaired a Have-a-Heart trap that had been donated and is about 20 years old. A new trap would cost between \$500.00 and \$1,000.00.

Supervisor Hogan will send a thank you letter to express our appreciation.

**HIGHWAY SUPERINTENDENT REPORT:**

Michael Graham is asking permission to attend the Highway Superintendent's conference in Ithaca; the money is in his budget. A **motion** by Councilman Freebern seconded by Councilman Washburn and carried by a vote of 4 ayes giving Graham permission to attend the conference.

The notice to post the roads was published and the roads were posted on March 13, 2019.

The Canal Corp has funding for the bike trail to go across Wood Creek, a box culvert will be placed under Route 196, it will continue up Tow Path Road, then along the canal to New Swamp Road, along the canal to Smith's Basin into Baldwins Corner then connect to a trail in Fort Ann. Work has begun and Graham is concerned about the increased traffic during construction on Baldwins Corner Road, the road had been paved 2 years ago. Graham would like to put something in writing; if they destroy the road would they re-pave it. Attorney Meyer explained we have limited ability to demand it, it certainly could be monitored to the extent that damage is directly traceable to them then the ability to demand becomes stronger. Graham has talked to the superintendent. Attorney Meyer suggests nothing be put in writing and suggests we see how far we get by being friendly.

**SUPERVISOR REPORT:**

A **motion** by Councilman Freebern seconded by Councilman Haessly and carried by a vote of 5 ayes giving Comptroller Mary Ordway permission to attend the annual town Finance School in Saratoga on May 9<sup>th</sup> & 10<sup>th</sup> in Saratoga; the money is in her budget.

In response to discussions and a presentation by NYSERDA in 2018, Supervisor Hogan has held several positive conference calls with NYSERDA and DEC to explore the idea of solar panels on the old Town landfill to assist with Town utility costs. These discussions are information gathering only at this time and NYSERDA and DEC have been very supportive at this time. The DEC has suggested waiting about a year before submitting any formal paperwork while they finish up some processing on their end.

The Glens Falls Business Journal featured an article about the Washington County LDC, they have surpassed \$18 million in loans to developing projects in Washington County. Supervisor Hogan commented that Deanna Derway the president of the Washington County LDC is doing a great job.

A **motion** by Councilman Washburn seconded by Councilman Freebern and carried by a vote of 4 ayes to accept the reports of certain officer for the month of February as follows:

Code Enforcement Officer:   No. Permits 1; Site Plan 1 ; Research Fees \$25.00 Total Fees \$425.00  
Assessor Sales Report

**PUBLIC COMMENT:**

Cub Scouts of Pack 57 addressed the Board with questions. The Scouts learned that the Town Board is very careful with tax money, the Town does not have their own law enforcement, we have a great



County Sheriff and a great Village Chief of Police, challenges the Town faces, what the Town does for new businesses and the recreation program.

Les Macura thanked Michael Graham for his assistance on Friday evening when he and his wife encountered a problem with their neighbor who pumped water onto the public highway which ran into his driveway and flooded his back yard.

A **motion** by Councilman Freebern seconded by Councilman Washburn and carried by a vote of 4 ayes to enter into an executive session at 7:40 p.m. to discuss pending legal litigation.

A **motion** by Councilman Freebern seconded by Councilman Haessly and carried by a vote of 4 ayes to exit the executive session at 8:00 p.m.

The Board discussed the problem with the toilets in Town Hall. Supervisor Hogan proposed we contact Paul Bromley who supervised the renovation of Town Hall. Councilman Washburn will contact Paul Bromley.

Councilman Washburn and Councilman Haessly will meet for a sewer discussion on Wednesday. Councilman Haessly is looking for maps related to the Hannaford sewer expansion. Attorney Meyer stated Planning/Zoning should have some record. Councilman Washburn stated the sewer district is anxious to move on.

Supervisor Hogan asked Councilman Haessly if he and Councilman Doyle had discussed the Code Enforcement position. Councilman Haessly stated they had not but he will contact Councilman Doyle to do so. Attorney Meyer asked if there had been conversation with the County about Ross Cortese, Code Enforcement Officer, who will retire in June 2019. Attorney Meyer commented the Inter-Municipal Agreement with the County for Code Enforcement is triggered every December; if we no longer use the County for Code Enforcement, we must notice them and it would not take effect until months after.

There being no further business before the Board a **motion** by Councilman Freebern seconded by Councilman Washburn and carried by a vote of 4 ayes to adjourn the meeting at 8:18 P.M.

Respectfully submitted,

Cynthia A. Bardin, Town Clerk