

The second regular meeting of the Kingsbury Town Board was conducted on Monday, April 27, 2015 at 7 p.m. at the Kingsbury Town Hall, 210 Main Street, Hudson Falls, NY.

MEMBERS PRESENT:                    James T. Lindsay, Supervisor  
   Paul Bromley, Councilman  
   William Collins, Councilman  
   Richard Doyle, Councilman  
   Henry Freebern, Councilman

ALSO PRESENT:                        Becky Smith, Rec. Board  
   Roger Wicks, Rec. Board  
   Michael Graham, Superintendent of Highway  
   Jane Havens, Strand Theater Revival  
   Betty Webster  
   David Webster

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 Doyle.

The minutes of the April 13, 2015 Town Board Meeting were accepted as submitted by the Town Clerk. The minutes of the Court Consolidation Workshop conducted on February 26, 2015 were accepted as submitted by the Town Clerk.

Supervisor Lindsay said that Becky Smith and Roger Wicks were here to discuss shirts for the summer Recreation program. Last fall it was agreed that instead of shirts that we would hand out some other article to the kids in the program. Several of the parents and children were very disappointed with that idea as they look forward to that new T shirt every year. The Recreation Board feels that the cost of the other (trinket) would end up costing more than the shirt with the shipping, cost of the logo. They would like to go with a one color T shirt with no date on them and rotate a different color each year and then when that color comes around again they would pull from that stock first. The Recreation Board will hold a special meeting and return to the May 11, meeting with their plan.

Supervisor Lindsay mentioned to the Recreation Board that in all their planning that they would have to keep in mind that minimum wage would be going up next year and that would mean the other employees would want an increase in wages as well. It may mean that a program will have to be cut to stay within the budget.

Mr. Wicks suggested that they should start holding their Recreation Board Meetings in February and not wait until April.

Mrs. Webster from Coleman Ave. was present for the meeting. Mr. Lindsay reported that Mr. Graham and Mike Firorillo had finally gotten everything that need to put up the netting at Derby Park. They have the poles, the netting and are just waiting to get the concrete. When the village gets a delivery of concrete for the park, the poles will be installed, to save having to pay for a short load of concrete. The project should be done within the next couple of weeks. Once installed the netting will help to prevent baseballs from hitting Mrs. Webster's house.

Supervisor Lindsay reported that things are in progress for the May 13<sup>th</sup> referendum vote and the April 30<sup>th</sup> informational meeting being held at the Fire house. He reported that Mr. Bromley has a set of plans for the new town hall and the board would be able to look at them.

A **motion** by Councilman Freebern seconded by Councilman Doyle and carried by a vote of 5 ayes to give Supervisor Lindsay permission to sign the approval of Memorandum of Understanding for the NYSDOS Funded Local Government Efficiency Grant Study.

Supervisor Lindsay reminded the Board that there would be a meeting Thursday, April 30<sup>th</sup> at 10:00 am with Larry Farbstein, the school and village to discuss where we are at with the article 78 for Wheelabrator Hudson Falls, LLC.

Mr. Lindsay read an email from the Fort Edward Rescue Squad that they would like to come to the May 11<sup>th</sup> Board meeting to show a slide show and discussion. They are looking to acquire funds from the Town.

Supervisor Lindsay read an email from Mayor Barton. The message stated the cost to the Town would be \$200.00 each month, if they were to move the court to the Village. It also stated that court would not start before 3:30 PM and that the Town would hire their own court officer; there would not be a need to install a new entrance to the court if Court was held at a later time. The Board decided that they would meet with the Village Board and the two Judges on Monday, May 4, at 6:00 P.M. at the Village Hall.

**Motion** was made by Councilman Freebern, seconded by Councilman Doyle and carried by a vote of 4 ayes (Councilman Bromley abstain) to give Supervisor Lindsay permission to sign the Agreement between the Town of Kingsbury and the Kingsbury Cemetery Association to maintain the cemetery and keep the same in good repair and for the Town to provided payment for the mowing of the Cemetery for approximately ten times per year at \$100.00 each moving to the Association.

### **CEMETERY MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of April, 2015 by and between the **TOWN OF KINGSBURY**, a municipal corporation of the State of New York, with an address at 210 Main Street, Hudson Falls, New York (hereinafter "Town") and the **KINGSBURY CEMETERY ASSOCIATION**, a Public Cemetery Corporation registered with the New York State Division of Cemeteries having an address of 16 Old Cronin Road, Queensbury New York 12804 (hereinafter "KCA").

#### W I T N E S S E T H:

**WHEREAS**, the KCA is a public cemetery corporation organized and operating under Article 15 of the NYS Not For Profit Corporation Law, operates and maintains a cemetery in the Town of Kingsbury, Washington County, New York located on Kingsbury Road, in the Town of Kingsbury, Washington County, New York (hereinafter "the Cemetery"); and

**WHEREAS**, the Town of Kingsbury desires enter into an Agreement with KCA for the KCA to maintain the entire Cemetery; and

**WHEREAS**, the parties mutually agree that any funds provided by the Town by the KCA would be used solely for the mowing and maintenance of the portion of the cemetery that is reputed to be vested in the Town; and

**WHEREAS**, the KCA has agreed to maintain the cemetery and keep the same in good repair with KCA mowing the Cemetery approximately ten (10) times per year, but in no event shall it be fewer than three (3) times per year.

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

1.) **Term of Agreement:** This term of this agreement is from the effective date entered in to above through December 31, 2015. The term of the agreement may be extended by the parties upon mutual agreement in writing.

2.) **Scope of Agreement:** The parties agree that this Agreement is to provide financial support for the KCA from the Town to provide for maintenance of the Cemetery. The Town agrees to pay One Hundred Dollars (\$100.00) per mowing with KCS mowing approximately ten (10) mowings per year. KCA agrees to keep the cemetery in good repair and maintain the cemetery in accordance with NYS Cemetery Law. Failure of the KCA to maintain the Cemetery may result in the termination of this agreement as per section six (6) of this agreement.

3.) **Funds to be provided:** Upon the signing of this agreement, the Town will reimburse KCA for maintaining the Cemetery as provided for in this Agreement. KCA shall provide copies of any and all bills to the Town Clerk at 210 Main Street, Hudson Falls, New York 12839 for prompt payment by the Town.

4.) **Right to Inspect:** The Town of Kingsbury maintains the right to inspect the premises at all times.

5.) **Insurance:** KCA agrees to contract with a contractor to mow the cemetery who agrees to carry and provide at all times mentioned herein liability and property damage insurance and shall provide a copy of such insurance to the Town upon request.

6.) **Termination:** This agreement may be terminated by the Town on ten (10) days' written notice to KCA upon default by KCA of any of the terms thereof.

7.) **Modification of Agreement:** This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the parties hereto.

8.) **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.) **Governing Law:** This Agreement shall be governed by the laws of the State of New York.

10.) **Notices:** All notices and other communications under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given (A) four (4) days after being sent to the applicable address stated above by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery or the date of receipt, whichever is earlier; or (B) delivery is refused by the addressee. The addresses to which notices and other communications under this Agreement shall be delivered are as set forth in the first paragraph of this Agreement. The parties hereto may, by notice given hereunder,

designate any further or different addresses to which subsequent notices and other communications shall be sent.

11.) **Authorized Signature:** The parties, by signing below, affirm that they have the authority to sign on behalf of their respective entity.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives and dated as of the date first above written.

**TOWN OF KINGSBURY**

By:

\_\_\_\_\_  
James T. Lindsay, Supervisor

Dated: \_\_\_\_\_

Attest

By: \_\_\_\_\_

Cynthia Bardin, Town Clerk

Dated: \_\_\_\_\_

**KINGSBURY CEMETERY ASSOCIATION**

By:

\_\_\_\_\_  
Lois Sullivan, Member

Dated: \_\_\_\_\_

Witness:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Motion** by Councilman Bromley, seconded by Councilman Freebern and carried by a vote of 5 ayes for Supervisor Lindsay to sign the Resolution to provide payment to Washington County for the poll workers, ballots, voting machine, voters registrations books and related materials that are being accrued for the Special Election that is being held on May 13, 2015 as follows:

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

Resolution No. 7 of 2015

Adopted April 27, 2015

Introduced by **Paul Bromley**  
who moved its adoption.

Seconded by **Henry Freebern**

**RESOLUTION TO PROVIDE FOR PAYMENT OF  
ELECTION WORKERS, BALLOTS, VOTING MACHINES,  
AND MATERIALS**

**BE IT RESOLVED** by the Town Board of the Town of Kingsbury (the "Town"), in the County of Washington, on this 27th day of April, 2015, as follows:

**WHEREAS**, the Town Board of the Town of Kingsbury, pursuant to Town Law section 27 has the authority to establish the compensation owed to poll workers; and

**WHEREAS**, the Town will be holding a special election for the submission of a proposition for the approval of Resolution No. 3 of 2015 and to provide for the notice of such election and such other matters in connection therewith; and

**WHEREAS**, Washington County has agreed to supply the Town with election workers, ballots, voter registration books, voting machines, and related materials for holding the special election; and

**WHEREAS**, the Town will reimburse Washington County for the various workers that will need to be employed by the Town to monitor the election and set-up the necessary equipment; and

**WHEREAS**, the Town will reimburse Washington County for the preparation and supply of official ballots, voter registration books, voting machines, and related materials required for holding the special election

**WHEREAS**, the matter having been fully discussed by all members of the Town Board.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Town needs to employ eight (8) inspectors and poll workers to oversee the voting and monitor the election. The poll workers shall be paid an hourly wage of \$10.50 for time working at the hourly rate set by Washington County.
2. The Town is responsible for the providing official ballots, voter registration books, voting machines, and related materials. Washington County has agreed to supply the same at the price of ten cents per ballot.
3. All wages and money shall be paid after the election upon submission of the necessary paperwork documenting the services provided.
4. That this Resolution shall take effect immediately.

**Motion** made by Councilman Freebern, seconded by Councilman Doyle and carried by a vote of 5 ayes for the Town Clerk to attend the NYALGRO Conference on June 8 & 9, 2015 at the Holiday Inn in Lake George. The cost being \$64.44 for training and meals.

Superintendent Graham reported that the interviews were going good. His question to the board was when to have the new employee start as he would be on vacation and then away at conference. They decided that June 1, 2015 would be a good time. He reported that the new box purchased from Robert Green, should be here by the end of the week. Graham also reported that he is waiting for some parts for the trailer. Graham will wait a couple of weeks before he takes the plows off. Mr. Graham has spoken with Bob from Argyle, and when they will get back from conference they will be doing the project on Town Line Road. In the mean time they will start working on their paving projects.

**A motion** by Councilman Freebern, seconded by Councilman Collins, and carried by a vote of 5 ayes to accept reports from certain officers for the month of March as follows:

Code Enforcement Officer: No. Permits 6; No. CO's 0; Variances 0; Use Permits 0; Cert. of Compliance 0; Advertising Fees 0; Plat Fees 0; Research Fees 0; Trailer Asst's 0; Site Plans 2; Total Fees: \$1,044.00

Dog Control Officer: Complaints/Calls 31; Seizures 5; Unlicensed Dogs 12; Euthanasia 0; Summons Issued 1; Bites Investigated 4; Dangerous Dogs 3; Mileage 260 with 11 charged to Fort Edward

Town Clerk Paid to EnCon \$146.42; Paid to Supervisor \$3,009.47; Paid to NYS Det. Of Health \$180.00; State Share of Bingo \$135.78; Paid to the Village of Hudson falls \$120.00; Paid to Ag & Markets for Population Control \$140.00

Town Comptroller: Receipts \$92,777.83; Disbursements \$370,749.94

Town Justice: Fees collected: \$6,693.00

Public Comment:

Mrs. Webster from Coleman Ave. asked why if there were only three teams playing why they couldn't play two of the games at the other end of the field and not both at the end towards her house. Mr. Barton said there were four teams playing that night, two at each end. David Webster questioned why this had been such a long drawn issue. She has had a lot of damage down to her house over the years. Mr. Graham said that he and Mike Firollio had finally rounded up the materials that are needed to put up the netting. Mr. Firollio is busy redoing the Village park sidewalks and when they order their concrete they will order some for the pads that the poles set into to save money on short loads of concrete. Hopefully the net will be up within a couple of weeks.

Mayor Barton asked the Board if they had any more questions about his email regarding the Town Court moving to the Village. Councilman Bromley asked the Mayor would the cost to the Town change, if the Village was to dissolve their court in 2016. Councilman Doyle thought a cost by square footage would be better than actual expense. These things need to be ironed out at Monday night's meeting. Mr. Barton asked if the referendum is still going on. The answer to that was yes.

Jane Havens from the Strand Revival Committee reported that the committee has had two meetings that she had already reported on but wanted drop off the minutes for Cindy. She had been invited to speak to the Rotary today about the Strand and it was a good experience and it went well.

Supervisor Lindsay reminded anyone that wanted to could look at the new drawings for 6 Michigan Street.

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 8:15 p.m.

Respectfully submitted,

Sylvia Weaver