

## November 1, 2021, Town Board Meeting Minutes

The first regular meeting of the Kingsbury Town Board was conducted on November 1, 2021, at the Kingsbury Town Hall at 6 Michigan Street, Hudson Falls.

MEMBERS PRESENT: Dana Hogan, Supervisor  
Richard Doyle, Councilman  
William Haessly, Councilman  
Jane Havens, Councilwoman  
Dan Washburn, Councilman

OTHERS PRESENT: Todd Humiston, Enforcement Officer  
Michael Graham, Highway Superintendent  
Jeffrey Meyer, Town Attorney  
Town Residents, Jeff Zappieri, Lorraine Forcier  
John Aiken, William Hafner, Kingsbury Vol. Hose

The meeting was called to order at 6:30 p.m. by Supervisor Hogan and opened for the order of business with the Flag Salute led by Councilman Haessly.

The minutes of the October 4, 2021, Town Board Meeting were accepted as submitted by the Town Clerk with a **motion** by Councilman Haessly seconded by Councilman Doyle and carried by a vote of 3 ayes.

Supervisor Hogan opened the Public Hearing for the 2022 Fire District Contract and the 2022 Preliminary Budget at 6:31 pm.

Resident Lorraine Forcier asked if any of the recovery funds could be used for internet or broadband. Supervisor Hogan stated they could be, but it is not an effective use of the dollar. Supervisor Hogan suggested Lorraine Forcier reach out to Laura Oswald for information. The County has set aside money from the Resource Recovery Act, between 1 and 3 million, with the intent to apply for funding with the County dollars to apply for federal grants to maximize the funds received. The money has to be defederalized and the Town will not have enough money defederalized to apply for federal grants. Councilman Haessly stated with the contract with Spectrum the Town will receive in the next fiscal year an additional \$75,000.00 that he would like to see ear-marked for broadband. Supervisor Hogan asked where would the broadband go. Councilman Haessly answered in Geer Road and other areas. Councilman Doyle stated he does not think the Town can do that. Broadband falls under a utility that the users pay for. Supervisor Hogan stated they would be handing over taxpayer money to Spectrum. Councilman Haessly does not want to see the money spent on everyday expenses and suggested the Town partner with the County for broadband. Supervisor Hogan stated we would have to be careful and make sure the Town receives its share of broadband if they partner with the County.

Supervisor Hogan spoke to Bill Hafner of the Kingsbury Volunteer Fire Co. who wishes to have a conversation with the Board in the event they do not move forward with resuming Bingo. Supervisor Hogan believes the Kingsbury Volunteer Hose Co. and the American Legion had a loss of revenue during the pandemic; they serve the entire community as a whole and would like to have a conversation about reimbursing them for loss of revenue. There being no further comment Supervisor Hogan closed the Public Hearing at 6:40 pm.

Supervisor Hogan stated the Board needs to make a motion to pass the budget. Comptroller Rebecca Pomainville asked to wait until the November 15<sup>th</sup> Board Meeting due to an audit being conducted by the Comptroller's Office tomorrow. Supervisor Hogan asked if it would have an impact on the proposed budget. The Comptroller stated it could potentially, she received a call indicating that there would be an audit of the tax cap and PILOT payments. She does not anticipate an issue but would like to move the budget approval to November 15<sup>th</sup>.

Councilman Haessly stated in January the Board should look at the PILOT for solar as far as the megawatt even though there currently is a moratorium on large scale solar development.

Councilman Doyle stated it was set at \$2,000.00 per kilowatt hour and was to be inflated based on the CPI. He thought an automatic inflation factor was built into it. This will be discussed at a later date.

Dog Control Officer reported Countryside Veterinary had changed the rates on the 2022 agreement with the Town. They would like an administrative fee of \$250.00, the impound fee per day will increase from \$20.00 per day to \$26.00, the euthanasia fee and the spay/neuter fee will also increase.

Councilman Haessly asked what kind of financial impact it would have on the Town. Humiston stated it probably would cost an additional \$500.00 to \$600.00 next year. A **motion** by Councilman Doyle seconded by Councilman Haessly and carried by a vote of 3ayes to accept the agreement between the Town of Kingsbury and Countryside Veterinary Practice, P.C. as follows:

AGREEMENT BETWEEN THE  
TOWN OF KINGSBURY  
AND  
COUNTRYSIDE VETERINARY PRACTICE, P.C.

AGREEMENT made by and between the TOWN OF KINGSBURY, acting by and through its Supervisor, hereinafter called the "TOWN" and COUNTRYSIDE VETERINARY PRACTICE, P.c, with an address of 270 Queensbury Avenue, Queensbury, New York, acting through James Keller, D.V.M., hereinafter called the "VETERINARIAN".

WITNESSETH

WHEREAS, the Town, pursuant to the 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. | Annual Administrative Fee | \$250 |
| b. | Daily Impoundment Fee     | 26    |

c	Flea Treatment (capstar)	5
d	Emergency Examination	90
e.	Daily Hospitalization Rate (plus med.)	25
f.	Euthanasia, & Transportation	75
g	Cremation (dep. on weight)	50 - 130
h	Spay/Neuter	80
i.	Rabies Vaccination	40

Every impounded dog will receive a flea treatment.

Daily impound fee begins with the day the dog is brought in.

Ex: Dog is brought to the VETERINARIAN at 11:30 a.m. on October 1 and is redeemed at 4:00 p.m. on October 1, one day impound fee will be charged.

Ex: Dog is brought to the VETERINARIAN at 2:00 p.m. on October 1 and is redeemed at 9:30 a.m. on October 2, two days impound fee will be charged.

- 2 To secure the above referenced services with the VETERINARIAN for the calendar year 2022, the TOWN must provide a fully executed agreement and payment of annual Administrative Fee no later than December 1, 2021. Failure to do so will result in termination of services for the calendar year 2022. Dog Control Officer(s) may not drop off any dogs after December 31, 2021, unless the contract(s) are completed and the annual Administrative Fee is paid.
- 3 In consideration for furnishing such services by the VETERINARIAN, the TOWN agrees to pay the VETERINARIAN on a Quarterly basis, within TWENTY (20) days of invoice, such amounts as bitted pursuant to the fee schedule set out above.
- 4 This agreement is executed pursuant to Article 7 of the Agriculture and Markets Law of the State of New York and Chapter 75 of the Code of the Town of Kingsbury. Pursuant to Section 75-17 of the Code of the Town of Kingsbury, each dog which is not identified shall be held for a period of THREE (3) days from the day of seizure. Pursuant to Section 75-19, identified dogs shall be held for a period of SEVEN (7) days after notice of seizure is personally delivered to the owner of said dog and SEVEN (7) 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 State Agriculture 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.
- 5 The term of this Agreement is from January 1, 2022 through December 31, 2022, unless earlier terminated pursuant to the provisions of paragraph 5 or 6.

- 6 The Town shall have the right to cease performing (except for payment for past services rendered) or to terminate the contract if:
  - a) VETERINARIAN fails or refuses to comply with all applicable laws of 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.
  
- 7 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 the Contract.
  
8. 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 to the Town.
  
- 9 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 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.
  
- 10 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 October 4, 2021, 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 he is duly authorized and empowered to execute this instrument and enter o 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.
  
- 1 1 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., 454  
Queensbury Avenue, Queensbury, New York 12804

12 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.

1 3. 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.

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

1 5. 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 written.

TOWN OF KINGSBURY

COUNTRYSIDE

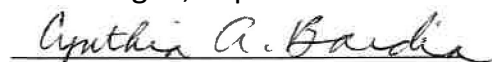
VETERINARIAN PRACTICE,  
P.C.

By:



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

By:



Cynthia A. Bardin, Town Clerk

Town of Kingsbury

Supervisor Hogan opened a discussion on cannabis regulation. Currently the way the law has been drafted all municipalities are opted in to allow the retail sale and on-site consumption of cannabis products in their communities. The Town has until December 31, 2021, to elect to opt-out to prohibit the retail sale and/or on-site consumption of cannabis. If you do not opt-out, you can never opt-out, but you can opt-in at any time thereafter.

November 1, 2021, Town Board Meeting Minutes

Councilman Haessly stated we are not going to change the law it is out there. If the Town opts out, they lose 13% of the revenue generated for those that do want to purchase.

Councilman Doyle stated the local community receives 3% of the 13%.

Councilman Haessly also stated the Town could regulate with the Zoning and Planning as to the location of the stores.

Councilman Doyle asked Attorney Meyer where marijuana can be used in the community, for example if you were in a bar could you go outside and smoke marijuana. Attorney Meyer stated they could and there is nothing the Town could do about it.

Councilman Doyle stated it is in our community and has been for a long time. The effects will be felt in this community and the better thing to do would be to try to capture some of the tax revenue and to control where people can sell it through zoning.

Supervisor Hogan suggests the Town opt-out to better plan for it and see what the Comprehensive Plan Survey reveals. He feels it should be put to a referendum in the community and let the community make the decision for the years ahead.

The discussion continued with many questions from the Board which could not be answered.

Supervisor Hogan asked Attorney Meyer if a Public Hearing was necessary. Attorney Meyer said a Public Hearing is necessary to opt out with the adoption of a Local Law by the end of the year. Attorney Meyer will have a proposed Local Law for introduction at the November 15<sup>th</sup> Town Board Meeting.

William Hafner of the Kingsbury Volunteer Hose Co. stated they were ok with the contract with the Town for 2022 but are concerned with the future expenditures especially the increase in costs of the base. There is also a problem with having enough volunteers.

Councilman Haessly suggested a tax exemption as an incentive for volunteers similar to a veteran's tax exemption.

William Hafner reported there are seventeen active members and with life members somewhere in the mid-20's and agrees a tax exemption for them is a great idea.

The biggest concerns are the capital investments. The primary engines are 1998 and 2000 and the cost to maintain versus replacement cost 15 years ago was \$400,000.00 and now is approximately \$600,000.00. The truck they are moving forward with now is \$750,000.00 before equipment is added.

John Aiken added the standard for a front-line pumper has changed from 20 years old to 15 years old. The reserve pumper can be up to 25 years old.

Supervisor Hogan said the Fire District contract for 2022 will be approved at the next Board Meeting and there will be additional discussion about reimbursement for the loss of revenue during Covid.

The Comptroller reported now that the contract with Spectrum is signed, the audit with Troy & Banks can begin. They want to audit the franchise agreement in which they take a percentage of whatever they find for underpayments. They do the legwork and the Town collects. Supervisor Hogan stated in 2017 when an audit was conducted the Town received a small check of approximately \$600.00. A **motion** by Councilman Doyle seconded by Councilman Haessly and carried by a vote of 3 ayes for Troy & Banks to proceed with the audit.

Supervisor Hogan reported an application for assistance has been submitted by the IDA.

Enforcement Officer Humiston stated it is a family-owned business and are currently planning to build a 5,000 square foot factory with an office in the Industrial Park. There will be 5 employees the first 2 years and later adding more employees.

Supervisor Hogan stated they go to the IDA and request a sales tax exemption as well as a mortgage tax exemption in addition to the property tax exemption which the Town of Kingsbury reserves the right to approve all IDA PILOT agreements. The sales tax and mortgage tax exemption is approved by the

<https://www.kingsburyny.gov>

Warren/Washington Co. IDA. A **motion** by Councilman Doyle seconded by Councilman Haessly and carried by a vote of 3 ayes to approve the request for a PILOT from Bucks County Biscotti Co.

**TOWN CLERK REPORT:**

TO.. Supervisor Hogan  
Councilman: Doyle, Haessly, Washburn &  
Councilwoman Havens

FROM: Tax Collector: Cynthia A. Bardin

SUBJECT: 2021-22 Hudson Falls School Tax Collection  
November 1, 2021

DATE:

Payments to Town	Penalties Collected	\$881.50
		\$1,196.89
	Return Check Fee Collected:	\$20.00
	Total:	\$2,098.39

Total Payments to Hudson Falls School: \$10,276,647.25

Next year the water bills will be collected and processed by the Town Clerk's Office. The Town Clerk would like the training to occur in the Comptroller Office where there will be no distractions. The Comptroller received a call today with updated information about online payments for the water bills.

**COMPTROLLER REPORT:**

Information was forwarded to the Board about the light poles asking the Town to purchase them and take on the liability of the street poles. The Board has no interest in purchasing the street light poles.

**COUNCIL REPORT:**

Councilman Haessly asked if the Board could do anything about the inappropriate signs in the Town. Supervisor Hogan answered the Town cannot do anything; it is protected speech on the 1<sup>st</sup> Amendment. Councilman Haessly responded but the Town could do something about infractions in violation of the Code. Enforcement Officer Humiston would like to discuss this in an executive session. Councilman Haessly also spoke about cars being on the side of the road and tree stumps in a driveway. Enforcement Officer Humiston is aware of the situation and is working on it.

A **motion** by Councilman Doyle seconded by Councilman Haessly and carried by a vote of 3 ayes to enter into an executive session at 7:28 pm to discuss a possible legal issue, Enforcement Officer Humiston was invited to attend the session.

November 1, 2021, Town Board Meeting Minutes

A **motion** by Councilman Doyle seconded by Councilman Haessly and carried by a vote of 3 ayes to exit the executive session at 7:51 pm, no action was taken.

There being no further business before the Board a **motion** by Councilman Haessly seconded by Councilman Doyle and carried by a vote of 3 ayes to adjourn the meeting at 7:51 P.M.

Respectfully submitted,

Cynthia A. Bardin, Town Clerk