

The first regular meeting of the Kingsbury Town Board was conducted on July 13, 2015 at 7 p.m. at 210 Main Street, Hudson Falls, New York.

MEMBERS PRESENT: James T. Lindsay, Supervisor
Paul Bromley, Councilman
William Collins, Councilman
Richard Doyle, Councilman
ABSENT: Henry Freebern, Councilman
OTHERS PRESENT: Town Attorney, Matt Fuller
Todd Humiston, Dog Control Officer
Ross Cortese, Code Enforcement Officer
Michael Graham, Superintendent of Highways
Robert Dingman, Board of Education, President

The meeting was called to order by Supervisor Lindsay and opened for the order of business with the Flag Salute led by Councilman Doyle.

The minutes of the June 22, 2015 Board Meeting were accepted as submitted by the Town Clerk.

A **motion** by Councilman Doyle seconded by Councilman Bromley and carried by a vote of 4 ayes to set a public hearing on July 27th, 2015 at 7:05 p.m. to discuss the proposed local law regulating the use of Solar Energy Collectors.

Councilman Bromley reported on the progress of the renovation and construction of the New Town Hall: half of the forms are ready for the foundation of the Court Room; they plan to pour the foundation by the end of the week. He also reported 60% of the petitions are up inside the new Town Hall.

A **motion** by Councilman Doyle seconded by Councilman Bromley and carried by a vote of 4 ayes to designate Court Clerk Laura Barody to submit an application for the Justice Court Assistance Program (JCAP) Grant.

The Board reviewed the proposed changes to the Town of Kingsbury Handbook. A **motion** by Councilman Doyle seconded by Councilman Bromley and carried by a vote of four ayes to remove bullet number 5 on page 500-11 in regard to posting content on social media. A **motion** by Councilman Bromley seconded by Councilman Collins and carried by a vote of four ayes to adopt the additional proposed changes to the Town of Kingsbury Employee Handbook.

Supervisor Lindsay reported that everything was in place for the new road in the Industrial Park. The IDA and Galusha are working on who is going to pay for the survey.

Town Clerk reported an Article 7 had been received from Commercial Net Lease #654 (Rite Aid) and also from Cumberland Farms.

Superintendent of Highways Michael Graham reported the new Highway employee; Austin Lovett began his employment today. The Highway Employees are working on the placement of the culvert on Town Line Road. The road has been closed, the culvert will be in the ground tomorrow and Graham is planning on re-opening the road by the end of the week or the first part of next week.

The Board granted approval to the Glens Falls Lions Club to go through the Town on Sunday, October 11, 2015 while hosting its third annual Duathlon (a 5K run, a 30K Bike, followed by another 5K) starting at SUNY Adirondack College.

A **motion** by Councilman Collins seconded by Councilman Bromley and carried by a vote of four ayes to accept reports from certain officers for the months of April and May as follows:

Code Enforcement Officer: No. Permits 7, 10; Site Plans 1, 0; Total Fees: \$872.00, \$1,193.00

Dog Control Officer: Complaints/Calls 39 , 49; seizures 5 , 5; Unlicensed Dogs 9 , 15; Summons Issued: 0, 1; Bites Investigated 2, 7; Mileage 342 with 97 charged to Fort Edward, 750 with 277 charged to Fort Edward; Dangerous Dogs 0, 3

Town Clerk: Paid to EnCon \$827.61, \$1247.11; Paid to Supervisor \$2,814.75, \$ 3,237.77; Paid to NYS Dept. of Health \$67.50, \$67.50; Paid to the Village of Hudson Falls \$20.00, \$60.00; Paid to Ag & Markets for Population Control \$113.00, \$143.00

Town Comptroller: Receipts: \$39,161.29; \$104,076.10 Disbursements: \$414,511.60, \$366,791.26

Town Justice: Fees Collected: \$6,931.00, \$7,909.00

Dog Control Officer Todd Humiston presented the Board with the following report:

Population estimated	12,700
Estimated dog population	2,560
Estimated revenue if all dogs are licensed	\$34,500 to \$50,000 a year
Dogs currently licensed	1,075
Revenue from current licenses	\$15,900 a year
Estimated unlicensed	1,485
Estimated lost revenue	\$20,000 to \$30,000 a year

Plan of action if license control becomes part of my DCO duties

1. Implement enumeration mailer (recommend sending out on every three years to stay current)
2. Enforce any known unlicensed (through complaints or interactions currently being done)
3. Follow up on any expired licenses (printout from clerk's license system)
4. Door to door spot checks (this will generate income through lic. fee, enumeration fee and fine)

Humiston also presented an estimate for dog census mailers for the proposed enumeration program. The mailer will have a respond-by date with a one-time \$25 enumeration fee per dog for those not licensed by the deadline. Five thousand nine hundred and forty (5940) notices would be printed and mailed with an additional 250 printed to hand out as necessary, at a cost of \$1,857.00. After discussion a **motion** by Councilman Bromley seconded by Councilman Collins and carried by a vote of four ayes to

allow Humiston to implement an enumeration program and to compensate him for the extra responsibility by paying him an additional \$5,000.00 per year.

PUBLIC COMMENT:

Robert Dingman commented the three municipalities should be in the same place and have a united front in regard to the Wheelabrator issue. Mr. Dingman was invited to attend the executive session.

A **motion** by Councilman Bromley seconded by Councilman Collins and carried by a vote of 4 ayes to enter into Executive Session at 7:45 pm to discuss the settlement with Wheelabrator.

A **motion** by Councilman Bromley seconded by Councilman Doyle and carried by a vote of four ayes to close the executive session at 9:20 pm. After discussion the Board would like more time and information before settling with Wheelabrator.

A **motion** by Councilman Doyle seconded by Councilman Collins and carried by a vote of four ayes giving Supervisor Lindsay permission to sign an Intermunicipal Agreement with the Village of Hudson Falls as follows:

INTERMUNICIPAL AGREEMENT

This Agreement is made in multiple counter-part originals on this the __ day of July, 2015 by and between the Village of Hudson Falls, a New York Municipal Corporation with offices at 220 Main Street, Hudson Falls New York (the "Village") and the Town of Kingsbury, a New York Municipal Corporation with offices at 210 Main Street, Hudson Falls, New York (the "Town"). The terms, conditions and requirements are referenced and incorporated herein and the parties agree to modifications as follows:

WITNESSETH:

WHEREAS, the Village is an incorporated Village within the boundaries of the Town;
and

WHEREAS, the Village owns certain parks known as Derby Park, within the boundaries of the Village which contain athletic fields, and courts; and

WHEREAS, the Town through its Recreation Department offers and sponsors certain recreation programs and utilizes Derby Park for said recreational programs; and

WHEREAS, the Village and Town desire to allow the Town's Recreation Department to use Derby Park for the Town's recreation programs; and

WHEREAS, the Town and Village previously executed an Intermunicipal Agreement dated February 10, 2003, as amended by the Amended Intermunicipal Agreement, which shall be terminated in their entirety and wholly superseded by this Agreement; and

WHEREAS, the Village and the Town desire to enter into this Agreement for the purpose of formalizing the conditions under which the Town Recreation Department may continue to use Derby Park for the Town's recreation programs.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties as follows:

1. The Town Shall be allowed to use the athletic fields and athletic courts at Derby Park in the Village for Town sponsored recreation programs open to residents of the Hudson Falls Central School District at no cost to the Town except as otherwise provided herein.

2. The Town shall maintain the athletic fields and courts used by the Town in good condition and shall, at the sole cost and expense of the Town, make all repairs and replacements necessary to be made as a result of the use by the Town of such facilities, reasonable wear and tear excluded.

3. The Town shall comply with all statutes, laws, rules, and regulations applicable to the subject matter of this Agreement.

4. The Town shall provide adult supervision for any recreational activities offered or sponsored by the Town where the participants are under eighteen (18) years of age.

5. During the term of this Agreement the Town agrees to obtain and thereafter continue to keep in full force and effect as part of its General Liability insurance, Public Liability insurance relative to this agreement and shall name the Village as an Additional Insured. A certificate of insurance evidencing the name of the insurance carrier, policy term, and limits of liability of \$1,000,000.00 combined single limit, \$2,000,000.00 annual aggregate of coverage shall be provided to the Village on an annual basis. Any amendments to the type of coverage or amounts of insurance during the term of this Agreement shall also be provided to the Village.

6. This Agreement shall remain in effect unless amended as provided herein or unless terminated by either party upon thirty (30) days written notice to the other party.

7. The Town is solely responsible for any and all damage to Village property at Derby Park caused as a direct result of a Town sponsored recreational activity program.

8. The Town agrees to indemnify, save harmless and defend the Village including its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, judgments, damages, undue wear and tear to equipment and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys fees) which the Village may hereafter incur or become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property caused by or resulting in any way from the Town's use of Derby Park or the offering or sponsorship of recreational programs at said parks.

9. This Agreement expressly supersedes and replaces the Intermunicipal Agreement dated February 10, 2003, including the Amendment from January of 2006 and shall constitute the entire agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

10. This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

11. This Agreement may not be assigned without the written consent of the Parties.

12. In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision(s), other than the extent it is held invalid, will not be invalid or affected thereby.

13. Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

All terms and conditions of the previous agreement dated February 10, 2003 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year written opposite their respective signatures.

VILLAGE OF HUDSON FALLS

Dated: _____

By: _____
John Barton, Mayor

TOWN OF KINGSBURY

Dated: _____

By: _____
James T. Lindsay, Supervisor

STATE OF NEW YORK)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN BARTON, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his

capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES T. LINDSAY, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

There being no further business before the Board a **motion** by Councilman Doyle seconded by Councilman Collins and carried by a vote of four ayes to adjourn the meeting at 9:25 pm.

Respectfully submitted,

Cynthia A, Bardin, Town Clerk

<http://www.kingsburyny.gov>