

Town of Poestenkill
Town Board Workshop
6pm- Town Hall
October 26th, 2023

Voting Members

Keith Hammond, Town Supervisor
June Butler, Deputy Supervisor
David Hass, Councilman
Harold Van Slyke, Councilman
Eric Wohlleber, Councilman

Non-Voting Members

Susan Horton, Town Clerk
Andy Gilchrist, Town Attorney

Pledge of Allegiance
Audit Committee- Report of the Committee

- I. Discussion Items
 - a. Decorum Resolution - E. Wohlleber
 - b. Hudson River Valley Greenway – T. Russell
 - c. Ms. Allen from Laberge Group – T. Russell
 - d. Water District #2- Questions from members of Concerned Citizens for Clean Drinking Water (CCCDW)
- II. Action Items
 - a. Service Agreement with Rensselaer County and Town of Poestenkill Resolution G/384/23 shall commence October 1, 2023 and shall terminate March 31, 2024.
 - b. Budget
- III. Payment of Bills
 - a. General
 - b. Highway
 - c. Water
- IV. Executive Session
 - a. Official Undertaking- Resolution
- V. Adjournment

10/25/2023 9:25 AM



Establishing Public Meeting Guidelines and Rules of Decorum

WHEREAS NOW, LET IT THEREFORE BE RESOLVED, that the Town of Poestenkill does hereby designate and adopt the following Rules of Procedure pursuant to New York State Town Law 63 and, subject to the other provisions of New York State Law and the Town Code of the Town of Poestenkill, these rules shall govern public meetings:

Part 1

Nothing in these procedures shall be construed as expanding, reducing or limiting the powers or rights specifically granted by law to the Town Board and/or any member thereof, nor shall these procedures be construed as altering the number of votes specifically required by law for the taking of official action.

Part 2

Meetings

Section A – Regular Meetings.

The Town Board hosts regular meetings on the second Thursday of each month. The meetings will begin at 7pm in the meeting room of Poestenkill Town Hall at 38 Davis Drive, Poestenkill, New York.

Section B – Workshops.

Workshops will be held on the first Thursday of each month, as scheduled. The meetings may be called by the Town Supervisor and must give at least one week notice, prior to the meeting.

Policies

Section A – Quorum.

A quorum of the Town Board shall be required to conduct business. A quorum of the five (5) member Board shall be three (3) members.

Section B – Agendas.

The agenda for a public meeting which is to be published on or before five (5) business days before the public meeting. The agenda should be posted in a public space in Town Hall, available upon request at the Town Clerk's office, and on the Town's website.

Section C – Voting

Pursuant to New York State Town Law, each member of the Town Board shall have one vote. Each Board Member may vote "aye," "no," "abstain," or recuse.

Part 3

Rules and Procedures

Section A – General Rules of Procedure

The supervisor shall preside at meetings of the Town Board. In the Supervisor's absence, the Deputy Supervisor shall preside. There is no limit to the number of times or length of time a Town Board member may speak on a question.

Section B – Guidelines for Public Comment

Members of the public will be allowed and limited to address the Board during Public Comment periods of the meetings, according to the guidelines set forth below.

General Requirements

Each speaker must be recognized by the Presiding Officer, and shall be called to speak in the order determined by the Presiding Officer. Each speaker will announce his/her name and address prior to speaking. Speakers must stand up, address the board only, and not members of the audience/residents.

Decorum Rules

Purpose of Decorum Rules

- a. To ensure that Town meetings are conducted in a manner that allows the business of the Town of Poestenkill to be effectively undertaken and to ensure that the decorum rules are understood by individuals attending Town Board meetings.
- b. To ensure that members of the public who attend meetings of the Town Board can be heard in a fair and impartial manner.
- c. To ensure that the meetings of the Town Board are conducted in a professional and respectful manner that is open to all viewpoints and which is protective of the content of each speaker's speech.
- d. To prevent and address behavior that prevents the Town Board from conducting orderly and efficient meetings.

II. Rules for the Speaker:

- a. All remarks shall be directed to the Board as a body, the Supervisor, or a Town Board member. Remarks shall not be directed to any member of the audience.

b. The speaker shall not disrupt, delay, or otherwise impede the orderly conduct of the proceedings by defaming, intimidating, making personal insults, using profane language, name calling, making threats against public order and security, or otherwise violating these Decorum Rules and Procedures.

III. Rules for Supervisor, Town Board Members, all Town Elected Officials and town employees:

a. All remarks should be directed to the Board as a body, the Chair, or a member of the board specifically.

b. The speaker will address the board or chair only when recognized by the Chair.

c. The speaker will not raise their voice, yell or shout at any member of the audience, the board as a whole, any board member or the chair.

d. The speaker will address members of the audience, the board as a whole, board members, and the chair in a professional, respectful and courteous manner at all times.

e. The speaker will not interrupt members of the audience, the board as a whole, board members, or the chair.

f. The speaker will avoid personal attacks, name-calling, insults, using profane language, slander and under no circumstances can the member attack or question the motives of a member of the audience, a board member, an employee or the chair.

g. When a question is pending, a member can condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid person attacks, name-calling, insults, use of profanity, slander and under no circumstances can the member attack or question the motives of another member. The measure, not the member, is the subject of debate.

h. If a member disagrees with a statement by another in regard to an event that both witnessed, the member cannot state in debate that the other's statement "is false." But the member might say, "I believe there is strong evidence that the member is mistaken." The moment the chair hears the words as "fraud," "liar," or "lie" used about a member in debate or when a member is using name calling, shouting, using profanity, threatening, or personally disparaging another member, the chair must act immediately and decisively to correct the matter and prevent its repetition.

i. In debate, a member's remarks must be germane to the question before the assembly – that is the member's statements must have bearing on whether the immediately pending motion should be adopted.

j. In debate, a member cannot reflect adversely on any prior act of the board that is not pending, unless a motion to reconsider, rescind, or amend it is pending, or unless he intends to conclude his remarks by making or giving notice of one of these motions.

IV. Rules for the Public:

Members of the public in the audience shall not engage in any of the following activities during a Town Board meeting:

a. Members of the public shall not speak until standing in front of the meeting room and after being recognized by the Presiding Officer. During the public comment period of the town board meetings, members of the public will be invited to speak. When called upon to speak, the individual shall stand and be asked to identify themselves.

b. Members of the public shall not disrupt, delay, interrupt, or otherwise impede the orderly conduct of the proceedings by defaming, intimidating, making personal insults, using profanity, making threats of violence or threats against public order and security, or otherwise violating these Decorum Rules and Procedures.

- c. Members of the public shall not ask questions, speak with, or debate other members of the public.
- d. All comments and questions are to be addressed to the chair and the board.

V. Enforcement of Decorum Rules:

- a. If these Decorum Rules or Rules and Procedures are violated, the Presiding Officer shall request the individual or individuals violating a rule of rules to stop the violation.
- b. If the individual or individuals continue to violate a rule or rules the Presiding Officer will issue an official verbal warning that the individual or individuals will be required to leave the Boardroom if they do not stop the violation of the rule or rules.
- c. If the individual, or individuals, refuse to stop the violation(s), the Presiding Officer shall provide a final warning, noting that the next violation will result in asking the individual or individuals to leave the meeting room.
- d. At this time, the Presiding Officer shall warn that continued violations from the individual or individuals will result in an end to the public comment period.
- e. If the individual or individuals refuse to stop the violation(s), the Presiding Officer shall cut off public comment or debate, and close the public comment period.
- f. If the individual or individuals, refuse to stop the violation(s), the Presiding Officer shall order the individual or individuals to leave the boardroom.
- g. If the individual or individuals refuse to leave the meeting, the Presiding Officer will seek assistance from law enforcement.
- h. Any decision relating to the enforcement of the decorum rules by the Presiding Officer may be overturned by

a vote of the majority of the board members following a motion, duly seconded.

VI. Breaches of order by town board members in a meeting:

- a. If a member commits only a slight breach of order – the chair should point out the fault and advise the member to avoid it. The member can then continue speaking if the member commits no further breaches.

More formal procedures can be used in the case of serious offenses:

- a. Calling a member to order

If the offense is more serious, or persists, the chair should first warn the member, but with or without such a warning, the chair or any other member can “call the member to order.” If the chair does this the chair says “The member is out of order.” Another member making the call can, without waiting to be recognized, say, “Mr./Mrs. Chair, I call the member to order.” If the chair finds this point of order well taken, the chair declares the offender out of order. If the offender had the floor the Chair should clearly state the breach involved and put the question to the board, “Shall the member be allowed to continue speaking?” This question is undebatable – a simple vote of the board members will determine the member in question’s ability to continue to speak.

- b. “Naming” an Offender.

In cases of obstinate or grave breach of order by a member, the chair can, after repeated warnings, “name” the offender, which amounts to preferring charges and should be resorted to only in extreme circumstances. Before taking such action, when it begins to appear that it may become necessary, the chair should direct the Town Clerk to take down the objectionable or disorderly words used by the member. This

direction by the chair, and the words are to be taken down and entered into the meeting minutes.

Although the chair has no authority to impose a penalty or to order the offending member removed from the hall, the board has the power. It should be noted in this connection that in any case of an offense against the assembly occurring in a meeting, there is no need for a formal trial provided that any penalty is imposed properly after the breach, since the witnesses are all present and make up the body that is to determine the penalty.

VII. Each member of the board as well as the Chair is responsible for ensuring that these rules are followed and responsible for maintaining order, publicly addressing infractions. Each board member will work proactively both individually and collectively to ensure members of the public, employees, board members and the chair follow the above rules in the goal to create and maintain a professional, inviting, educational and harassment free environment for all public meetings.

Part 4

Section A: Point of Order

A point of order takes precedence over any pending question out of which point may arise. It yields to all privileged motions and it yields to a motion to lay the main question on the table, in cases where these motions are in order at the time according to the order of precedence of motions. Except for yielding to the motion to lay on the table when it adheres to pending questions as just stated, it does not yield to any subsidiary motion so long as it is handled in the normal manner – that is, by being ruled upon by the chair without debate.

Grounds for a point of order. It is the right of every member who notices a breach of the rules to insist on their enforcement. If the chair notices a breach, the chair should correct the member

immediately, but if the chair fails to do so – through oversight or otherwise – any member can make the appropriate point of order.

Section B: Public Hearings

Speakers, other than the applicant, representatives, attorneys or experts, shall have five (5) minutes to address the Board on a specific matter that is the subject of the Public Hearing before yielding to the next speaker. Speakers may not yield their time to other speakers. All of the rules and guidelines set forth in the section above, entitled “Rules and Procedures” and “Decorum Rules” shall apply. Speakers may not reserve time outside of the public comment period to address the board.

Section C: Public Comment

During the period identified as “Public Comment” speakers shall have five (5) minutes to address the board. Speakers must stand up and identify themselves, where they reside before addressing the board. Speakers may not yield their time to other speakers. All remarks are to be addressed to the Town Board. Speakers may not reserve time outside of the public comment period to address the board.

Section D: Recording of Town Board Meeting

All town board meetings and workshops are required to be recorded both via audio and video and made available upon request by any member of the general public. The video shall also be live-streamed and placed/saved on either the Town website or a secure third party platform to be archived.

Section E: Use of Recording and Electronic Equipment

All individuals shall place their respective cell phones and electronic devices in silent mode during the public meeting. All individuals attending the public meeting are allowed to photograph and tape or video record public meetings so long as the photography or recording is done in a manner which does not interfere with the meeting.

September 28, 2023

Scott Keller, Executive Director
Hudson River Valley Greenway
625 Broadway, Fourth Floor
Albany, NY 12233

**RE: Hudson River Valley Greenway
Grant Request for Comprehensive Plan Development
Town of Poestenkill, Rensselaer County, New York**

Dear Mr. Keller:

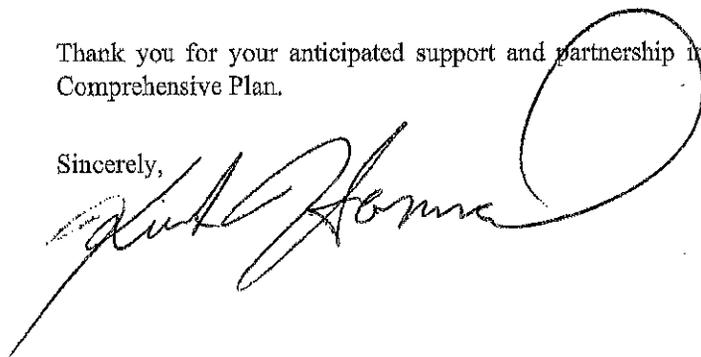
Please register my strong support for the application from the Town of Poestenkill to the Hudson River Valley Greenway for a Planning Grant to enable the Town to complete its Comprehensive Plan. This Plan will set forth a coherent program of strategic and sustainable community growth and conservation. It will foster housing opportunities, economic development, resource management, energy conservation, recreational opportunity, and capital investments that will provide for a sustainable Poestenkill over the next 10 years, and beyond.

The Town of Poestenkill Planning Board (Committee) has been diligently working to prepare the updates to the plan for the past several years. As part of this process, the Committee updated the Town's existing inventory, including recently generated Natural Resources Inventory maps. This Community Planning Grant will assist the Committee with finalizing key components of the inventory and analysis to address community conditions, such as: population and demographics, zoning, recreation, and the energy environment. In addition, the funding will enable the Town to provide a robust outreach process to engage the residents and business owners throughout the community. The Town's topography has historically served as a natural barrier to engagement and the Town seeks to use this opportunity to provide numerous meetings for the community to participate from different parts of Town. This process will define needs and confirm the Town's vision and goals, as well as will identify specific land use recommendations and future policies. Finally, this funding will assist leaders with public hearings and environmental review, so that local and regional stakeholders can rapidly progress with collaborating on priority actions laid out in the implementation plan.

A new Comprehensive Plan will place Poestenkill on firm footing to address a multitude of community challenges and it will position the Town for attaining quality and sustainable growth. I respectfully request your favorable consideration of Poestenkill's Comprehensive Planning Greenway Community Grant application. If you have any questions, please do not hesitate to contact me.

Thank you for your anticipated support and partnership in advancing the Town of Poestenkill's new Comprehensive Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Keller", is written over a large, hand-drawn oval scribble.

**Rensselaer County
And
Town of Poestenkill**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Town of Poestenkill located at 38 Davis Drive, Poestenkill, New York 12140, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G/384/23** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
40	Plank Road	From NYS Route 351 to County Route 79	1.50
		Total	1.50

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2023** and shall terminate on **March 31, 2024**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **\$11,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached

to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self-insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of

termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.