

DRAFT

REGULAR MEETING OF THE TOWN BOARD
TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
JANUARY 20, 2025

The Regular meeting of the Town Board, Town of Stephentown was called to order by *Supervisor P. Roder* at _____ PM at the Town Hall.

MEMBERS PRESENT:

- | | |
|--|--|
| <input type="checkbox"/> <i>Supervisor Philip (PJ) Roder</i> | <input type="checkbox"/> <i>Alden Goodermote, Highway Superintendent</i> |
| <input type="checkbox"/> <i>Council Diana Clark</i> | <input type="checkbox"/> <i>Jennifer Van Deusen, Assessor</i> |
| <input type="checkbox"/> <i>Council Kyle Kidney</i> | <input type="checkbox"/> <i>Legal Counsel</i> |
| <input type="checkbox"/> <i>Council John E. DeFreest Jr.</i> | |
| <input type="checkbox"/> <i>Council Tammy Madden</i> | |
| <input type="checkbox"/> <i>Town Clerk Stephanie Hoffman</i> | |

A quorum was wasn't established.
___ from the Public were present

AUDIT OF CLAIMS:

- Claim #1-25 through #32-25 in the amount of \$50,370.76 to be approved from the **General Account**
- Claim #1-25 through #18-25 in the amount of \$35,790.64 to be approved from the **Highway Account**
- For a **Total of \$86,161.40** audited and approved by the Town Board.

MOTION BY: _____ **SECONDED BY:** _____
VOTES OF: **AYE** **NAY**

Minutes of the **November 18, 2024 Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: _____ **SECONDED BY:** _____
VOTES OF: **AYE** **NAY**

Minutes of the **December 16, 2024 Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: _____ **SECONDED BY:** _____
VOTES OF: **AYE** **NAY**

Minutes of the **January 6, 2025 - 2025 Town Organizational Meeting** were approved by the Town Board as written.

MOTION BY: _____ **SECONDED BY:** _____
VOTES OF: **AYE** **NAY**

TOWN CLERKS REPORT: The Town Clerk turned over the sum of **\$690.45** to the Supervisor for the month of **DECEMBER 2024**,

JUSTICE COURT REPORT: The distribution from the office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **November 2024** was \$_____.00.

TRANSFER STATION REPORT: The Transfer Station deposited a total of \$ _____ .00 for the month of **NOVEMBER 2024.**

Bags: \$	C&D & Metal: \$	Tires: \$
Stickers: \$	Propane Tanks: \$	Appliances: \$

ACCOUNT TOTALS:

GENERAL \$1,046,622.92	HIGHWAY \$752,934.59
GENERAL RESERVE FUND \$912,730.94	HIGHWAY RESERVE FUND \$744,652.70
BEACON ESCROW \$ 885.19	BEACON ESCROW FOR PLANT (BOND) \$5,000 & \$70,000.

MEETING OPEN TO PUBLIC COMMENT:

Reminders to All Participants who would like to speak: (this meeting is on Live Stream and is being recorded)

- *Raise your hand prior to speaking*
- *Announce your name and the Town you reside in.*
- *There is a 3-to-5-minute window for each speaker per Resolution 1 of the fiscal year*
- *Any disruptive conduct will be addressed at any meeting if the Town Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible. The Chair (Town Supervisor) may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its business.*

<i>Fire Department Report for</i>	<i>December 2024</i>
<i>EMS with Transport:</i>	
<i>EMS without Transport:</i>	
<i>Motor Vehicle no injury:</i>	
<i>Burner/Boiler Malfunction</i>	
<i>Brush Fire:</i>	
<i>Good Intent</i>	
<i>Weather Wires Down:</i>	
<i>Call Cancelled:</i>	
<i>Monthly Total:</i>	
<i>YTD:</i>	

RESOLUTION #23-25

TOWN APPOINTMENTS FOR VACANT POSITIONS

WHEREAS: certain appointments by the Town Board are necessary to conduct the town business for 2025, now therefore be it

RESOLVED: that the following one (1) year appointments be made, expiring Dec.31, 2025;
Transfer Station Part-Time Attendant:

1. Daniel Sutherland

Transfer Station Substitute:

2. Gene Mikit

And a Planning Board Member (5-year Term to expire Dec. 31st, 2029): Alexander Haley
and further be it,

RESOLVED: that the Town Board authorizes the Town Clerk to advertise for all other vacant positions. Letters of interest and resumes are due to the Town Clerk's Office no later than 11:00AM on Friday, February 14, 2025.

MOTION BY:

SECONDED BY:

VOTES OF: AYE NAY

RESOLUTION #24-25

AMENDING RESOLUTION 6 of 2025 - ENTITLED "HIGHWAY/TRANSFER STATION"

WHEREAS: it is the responsibility of the Town Board to establish certain policy and pay rate for the Highway Department employees and Transfer Station Appointees, now therefore be it

RESOLVED: that the **Highway** Employees are per **Union Contract**, and further be it

RESOLVED: that the Highway Department has three (3) non-elected employees, MEOH/MEOL - per union contract. At the request of the Highway Superintendent, an additional MEOH/MEOL position may be added with Town Board approval, and further be it

RESOLVED: that the Transfer Station Supervisor receive one week vacation after one year of service, for a 20-hour work week and further be it

RESOLVED: that there will be no carry over or compensation for vacation time, and further be it

RESOLVED: that the Transfer Station Supervisor with six (6) or more months of service shall be entitled to a total of **5** paid holidays in 2025 which includes: Wednesday, New Year's Day; Friday, July 4th, 2025; Christmas Eve, Wednesday, December 25th, 2025; and New Year's Eve, Wednesday, December 31st, 2025.

MOTION BY:

SECONDED BY:

VOTES OF: AYE NAY

**RESOLUTION NO. ____ OF THE TOWN BOARD OF THE TOWN OF STEPHENTOWN
FOR THE YEAR 2025**

WHEREAS, the Town Board has conducted due diligence and desires to purchase 29 Grange Hall Road for the purpose of utilizing the property for the municipal purposes of use by the Town Highway Department and additional parking for Town Hall;

WHEREAS, as noted in the prior resolution on this matter, the Town Board has conducted due diligence and desires to purchase the property plus pay all necessary closing costs, including, but not limited to the costs of title insurance and survey;

NOW THEREFORE BE IT RESOLVED THAT the contract for the purchase price of \$252,000, dated November 21, 2024, with the expenditure for a survey and all necessary closing costs is hereby ratified, confirmed and further authorized with full force and effect, with all of same to be paid from surplus funds.

Resolution moved by _____ and seconded by _____, with the following being the vote on said resolution:

Ayes

Nayes

Abstain

Absent

P. Roder

D. Clark

K. Kidney

J. DeFreest

T. Madden

**RESOLUTION/NEGATIVE DECLARATION OF THE TOWN OF STEPHENTOWN
UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT—29 GRANGE
HALL ROAD**

WHEREAS, the Town Board desires to purchase of the property known as 29 Grange Hall Road and use same for the municipal purposes of use by the Town Highway Department and for additional parking for Town Hall;

WHEREAS, the State Environmental Quality Review Act ("SEQRA") and the regulations thereunder require the Board to undertake a review of the potential environmental impacts, if any, associated with the said proposed action; and

WHEREAS, this Project is an unlisted action within the meaning of SEQRA; and

WHEREAS, Part 1 of a Short Environmental Assessment Form has been prepared and reviewed in connection with the proposed Project; and

WHEREAS, Part 1 of the Short Environmental Assessment Form was transmitted to, if any, all involved agencies, together with notification of the Board's desire to act as lead agency with respect to the environmental review of the proposed Project; and

WHEREAS, any/all involved agencies have either consented to Board acting as lead agency with respect to the environmental review of the proposed Project, or have failed to raise any objection thereto within thirty (30) calendar days; and

WHEREAS, 6 NYCRR Section 617.7 requires a lead agency to issue a written determination of significance with respect to any proposed unlisted action; and

WHEREAS, after carefully considering the nature and scope of the proposed Project, as set forth here and in the Short Environmental Assessment Form prepared with respect to such action, and resolved to issue a Negative Declaration and makes the following determinations which shall constitute the written elaboration and formal Negative Declaration for the aforementioned proposed action:

1. The proposed action, as noted above, seeks to purchase of the property known as 29 Grange Hall Road and use same for the municipal purposes of use by the Town Highway Department and for additional parking for Town Hall. It is the intention of the Board to sell at some later date the existing structure on the property to allow it to be moved to another property and re-used.
2. The proposed action is classified under SEQRA as an unlisted action.
3. Upon consideration of the action, review of the Short Environmental Assessment Form, the criteria contained in 6 NYCRR § 617.7(c), including with the help of a professional engineer and personnel from the Planning and Building Department and all other supporting information, the Board identifies the following relevant areas of environmental concern, as set forth hereafter, and analyzes whether the proposed action may have a significant adverse impact on the environment and hereby concludes that it will not.

4. The proposed action will not create a material conflict with an adopted land use plan or zoning regulations. It is noted that the subject action is in a zone that permits such use.

5. The proposed action will create no or a small impact in the form of whether it will result in a change in the use or intensity of use of land. It is noted that the subject property is next to the Town Highway Garage, adjacent on the other side to the property upon which the Fire Department's Hall is located and across the street from the Town Hall.

6. The proposed action will not impair the character or quality of the existing community. Again, this use is ideally located. It fits with surrounding uses as noted above. It will not adversely impact this portion of the Town or the Town as a whole.

7. The proposed action is not in a Critical Environmental Area.

8. The proposed action is projected to have no or small impact, much less no adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway.

9. It is not projected to result in an increase in the use of energy at this time or if there is an increase, it is expected to not be a material increase in usage.

10. There will be no impact to the existing well and septic system on the property.

11. The proposed action will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources.

12. The proposed project does not involve, and therefore will not result in, any substantial adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna).

13. The proposed action will not result in an increase in the potential for erosion, flooding or drainage problems.

14. The proposed action will not create a hazard to environmental resources or human health. This matter has been carefully studied by this Board and it will meet all requirements.

15. The proposed project does not involve, and therefore will not result in, the removal or destruction of large quantities of vegetation or fauna, a substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on any significant habitat area, substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat thereof, or other significant adverse impacts to nature resources.

16. The proposed project will not create a material conflict with the community's current plans or goals as officially approved or adopted.

17. The proposed project will not result in the impairment of the character or quality of any important historical, archeological, or aesthetic resources, or of existing community or neighborhood character. The proposed project is not within a scenic vista nor does it contain a designated scenic resource and, thus, will not impact any such resource.

18. The proposed project will not result in any major, adverse, change in the use of either the quantity or type of energy.

19. The proposed project will not result in the creation of a hazard to human health.

20. The proposed project does not involve, and therefore will not result in, a substantial change in the use, or intensity of use, of land including agricultural, open space, or recreational resources, or in its capacity to support such uses.

21. The proposed action will not result in the encouragement or attraction of a large number of people to the site as compared to the number of people that would come absent the action.

22. The proposed action will not result in a material demand for other actions, will not result in changes to two or more elements of the environment which together would result in a substantial adverse impact, and will not cumulatively result in a substantial adverse impact when considered with any related actions.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby declares/re-declares itself lead agency with respect to the environmental review of the proposed Project; and it is further

RESOLVED, that the Board finds and concludes that the proposed action is an unlisted action within the meaning of 6 NYCRR 617.2(al); and it is further

RESOLVED, that upon consideration of the foregoing, the Board finds and concludes that the proposed action will not result in any significant adverse impacts to the environment; and it is further

RESOLVED, that the Board hereby resolves to issue a Negative Declaration with respect to the proposed action.

Resolution moved by _____ and seconded by _____,
with the following being the vote on said resolution:

<u>Ayes</u>	<u>Nays</u>	<u>Abstain</u>	<u>Absent</u>
P. Roder			
D. Clark			
K. Kidney			
J. DeFreest			
T. Madden			

MOTION TO ADJOURN AT _____ PM

MOTION BY: _____ SECONDED BY: _____

VOTES OF: AYE NAY

The next **Regular Meeting of the Town Board, Town of Stephentown will be held on **Monday, December 16th, 2024** at **7:00 PM** at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.

Stephanie M. Hoffman

Town Clerk

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached Negative Declaration.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
TOWN BOARD OF THE TOWN OF STEPHENTOWN	JANUARY 20, 2025
_____ Name of Lead Agency	_____ Date
P. RODER	TOWN SUPERVISOR
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
TOWN BOARD OF THE TOWN OF STEPHENTOWN			
Name of Action or Project: PURCHASE OF 29 GRANGE HALL ROAD			
Project Location (describe, and attach a location map): 29 GRANGE HALL ROAD, STEPHENTOWN, NY 12168			
Brief Description of Proposed Action: PURCHASE OF 29 GRANGE HALL ROAD AND UTILIZATION OF SAID PROPERTY FOR USE BY THE TOWN HIGHWAY DEPARTMENT AND ADDITIONAL PARKING FOR TOWN HALL			
Name of Applicant or Sponsor: TOWN BOARD OF THE TOWN OF STEPHENTOWN		Telephone: 518-733-9195	
		E-Mail: townclerk@townofstephentown.org	
Address: 28 GRANGE HAL ROAD			
City/PO: STEPHENTOWN		State: NY	Zip Code: 12168
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			approx. 1 acres less than 1 acres approx 1 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): FIRE DEPARTMENT HALL <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>TOWN BOARD OF THE TOWN TOWN OF STEPHENTOWN</u> Date: <u>JAN 20 2025</u>		
Signature: _____ Title: <u>TOWN SUPERVISOR</u>		

Town of Stephentown

Audit Date: 01/20/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 1

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>1</u>	21st Century Media Ny - Troy Record	\$115.87			N			
			A6410.4	\$115.87			2668533	
	Memo: End of the year legal notices - BIDs for road materials, cleaning services, & appointed positions.							
				Total:				\$115.87
<u>2</u>	Assoc. of Towns (7)	\$1,000.00			N			
			A1920.4	\$1,000.00			2025Dues	
	Memo: Annual Association Dues							
				Total:				\$1,000.00
<u>3</u>	Consolidated Communications	\$658.35			N			
			A5132.4	\$112.30				
	Memo: Garage							
			A8160.4	\$38.59				
	Memo: Transfer Station							
			A1110.4	\$88.41				
	Memo: Court							
			A1410.4	\$59.86				
	Memo: Town Clerk							
			A1330.4	\$59.86				
	Memo: Tax Collector							
			A3620.4	\$59.86				
	Memo: Code Enforcement							
			A1620.4	\$59.89				
	Memo: Town Hall							
			A1010.4	\$59.86				
	Memo: Council							
			A1220.4	\$59.86				
	Memo: Supervisor							
			A1355.4	\$59.86				
	Memo: Assessor							
				Total:				\$658.35

Audit Date: 01/20/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 1

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>4</u>	Card Services	\$3,538.88			N			
			A3020.4	\$72.00				
	Memo: Additional shipping charges for 911 Signs							
			A1010.4	\$131.88				
	Memo: Annual town email and back up for Council T. Madden							
			A1220.4	\$22.13				
	Memo: 2025 Wall Calender for Supervisor's Office							
			A1330.2	\$1,292.05				
	Memo: New desktop computer & set up for Tax Collector's Office							
			A1410.2	\$598.98				
	Memo: New laminator, keyboards for office computers for Town Clerk's Office							
			A1410.4	\$481.70				
	Memo: Office supplies for Town Clerk's Office - scissors, ink							
			A1620.4	\$606.65				
	Memo: Cleaning Supplies for Town Hall and Offices, toilet paper, paper towels, batteries, air freshener, sanitizer, snow shovels ice melt scoops							
			A3620.2	\$73.00				
	Memo: External storage for Code Enforcement's office							
			A3620.4	\$99.00				
	Memo: Windows 11 Pro update for Code Enforcement's new laptop							
			A5132.4	\$161.49				
	Memo: Cleaning supplies for Town Garage & bathroom							
				Total:	\$3,538.88			
<u>5</u>	Country Squire Supply [692]	\$178.53			N			
			A5132.2	\$178.53			124017	
	Memo: Paint Supplies for Garage Office and bathroom							
				Total:	\$178.53			
<u>6</u>	De Lage Landen Financial Services, INC.	\$100.00			N			
			A1620.4	\$100.00			588988786	
	Memo: Copier Lease							
				Total:	\$100.00			
<u>7</u>	Enhanced Business System	\$1,050.00			N			
			A1220.4	\$1,050.00			5194	
	Memo: Supervisor software support							
				Total:	\$1,050.00			

Town of Stephentown

Audit Date: 01/20/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 1

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>8</u>	ERCSWMA(154)	\$6,162.70			N			
			A8160.4	\$6,162.70			1659	
	Memo: November Hauling fees							
			Total:	\$6,162.70				
<u>9</u>	ERCSWMA(154)	\$5,368.99			N			
			A8160.4	\$5,368.99			1665	
	Memo: December Hauling fees							
			Total:	\$5,368.99				
<u>10</u>	ERCSWMA(154)	\$20,023.53			N			
			A8160.4	\$20,023.53			1662	
	Memo: 2025 Operating Expenses for Transfer Station							
			Total:	\$20,023.53				
<u>11</u>	Girvin & Ferlazzo, PC	\$160.00			N			
			A1420.4	\$160.00				
	Memo: December 2024 Legal Services for General Matters							
			Total:	\$160.00				
<u>12</u>	Kathleen A. Olson	\$405.00			N			
			A1620.4	\$405.00				
	Memo: December 2024 Cleaning Services							
			Total:	\$405.00				
<u>13</u>	Legenbauer Gas And Oil Co.	\$1,772.00			N			
			A5132.4	\$1,772.00				
	Memo: 600 gals. of Kerosene for Garage (invoices: 644808 & 779414)							
			Total:	\$1,772.00				
<u>14</u>	Legenbauer Gas And Oil Co.	\$247.85			N			
			A1620.4	\$247.85			774085	
	Memo: 189.2 gals. of LP gas for Hall							
			Total:	\$247.85				
<u>15</u>	Legenbauer Gas And Oil Co.	\$256.45			N			
			A1620.4	\$256.45			779524	
	Memo: 198.8 gals. of LP gas for Hall							
			Total:	\$256.45				

Town of Stephentown

Audit Date: 01/20/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 1

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>16</u>	Legenbauer Gas And Oil Co.	\$672.18			N			
			A1620.4	\$386.61			745015	
	Memo: Town Hall - 231.5 gals of LP Gas							
			A5132.4	\$285.57			745015	
	Memo: Town Garage - 171.0 gals of LP Gas							
			Total:	\$672.18				
<u>17</u>	Michelina Wojton	\$562.50			N			
			A1110.4.6	\$562.50				
	Memo: 1/6/2025 - Court Prosecutor for Pretrial Conference							
			Total:	\$562.50				
<u>18</u>	Nys Assessor's Association	\$125.00			N			
			A1355.4	\$125.00				
	Memo: Annual Assessors Association dues							
			Total:	\$125.00				
<u>19</u>	NYS Planning Fed.(272)	\$295.00			N			
			A8010.4	\$147.50			18830	
	Memo: 2025 - Membership Dues							
			A8020.4	\$147.50			18830	
	Memo: 2025 - Membership Dues							
			Total:	\$295.00				
<u>20</u>	NYSEG(75)	\$434.27			N			
			A5182.4	\$413.67				
	Memo: Street Lights							
			A8160.4	\$20.60				
	Memo: Transfer Station							
			Total:	\$434.27				
<u>21</u>	Owen Cassavaugh(475)	\$103.65			N			
			A3620.4	\$103.65				
	Memo: December mileage and Membership dues							
			Total:	\$103.65				
<u>22</u>	Quill Corp(80)	\$57.93			N			
			A3620.4	\$57.93			42034181	
	Memo: Code Enforcement - Office supplies - folders							
			Total:	\$57.93				

Town of Stephentown

Audit Date: 01/20/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 1

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>23</u>	Ricoh Usa, Inc.	\$24.78			N			
			A1110.4	\$24.78			5070599809	
	Memo: Court Copier maintenance and copies							
			Total:	\$24.78				
<u>24</u>	Snow's Farm(451)	\$71.98			N			
			A1620.4	\$71.98				
	Memo: Calcium Chloride for hall (invoices: 121148 & 992596)							
			Total:	\$71.98				
<u>25</u>	Staples	\$112.42			N			
			A1110.4	\$112.42			6018431844	
	Memo: Court office supplies							
			Total:	\$112.42				
<u>26</u>	Staples	\$299.00			N			
			A1620.4	\$299.00			7003532631	
	Memo: Preimum Membership business account							
			Total:	\$299.00				
<u>27</u>	Stephanie Hoffman	\$138.80			N			
			A1410.4	\$138.80				
	Memo: Bank Mileage							
			Total:	\$138.80				
<u>28</u>	Teamster Local 294 Health & Welfare Fund	\$781.00			N			
			A9060.8	\$781.00			MARCH202	
	Memo: March 2025 Health Prems. for Hwy Superintendent							
			Total:	\$781.00				
<u>29</u>	Eastwick Press LLC [579]	\$371.18			N			
			A6410.4	\$371.18			7400	
	Memo: 8 Legal Notices and Affidavits							
			Total:	\$371.18				
<u>30</u>	Law Offices of Craig M. Crist PLLC	\$3,420.00			N			
			85.99.0.14	\$3,420.00				
	Memo: Legal Fees for Solar Power Network, LLC - West Road Solar Project - balance of this invoice is \$3,161.83 - will be paid after ESCROW is replenished by applicant							
			Total:	\$3,420.00				

Audit Date: 01/20/2025 **Fund:** Highway Fund **Year:** 2025 **Abstract:** 1

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>1</u>	Corporate Billing LLC, Allegiance Trucks	\$13,411.29			N			
			DA5142.4	\$13,411.29				
	Memo: December 2024 bills for truck services							
			Total:	\$13,411.29				
<u>2</u>	American Rock Salt	\$2,045.53			N			
			DA5142.4	\$2,045.53			774303	
	Memo: 34.67 ton of Road Salt							
			Total:	\$2,045.53				
<u>3</u>	Averill Park Auto (639)	\$933.62			N			
			DA5142.4	\$933.62				
	Memo: December 2024 bills for parts, tools and supplies							
			Total:	\$933.62				
<u>4</u>	Card Services	\$189.99			N			
			DA5110.4	\$189.99				
	Memo: Boots for Highway employee (per union contract \$200 annual boot allowance)							
			Total:	\$189.99				
<u>5</u>	Cintas Corp. #617	\$395.63			N			
			DA5142.4	\$395.63			DEC2024	
	Memo: December 2024 Uniforms							
			Total:	\$395.63				
<u>6</u>	Cintas Corp. #617	\$348.44			N			
			DA5142.4	\$348.44			NOV2024	
	Memo: November 2024 Uniforms							
			Total:	\$348.44				
<u>7</u>	Country Squire Supply [692]	\$17.48			N			
			DA5142.4	\$17.48			122793	
	Memo: Threaded rod and cap							
			Total:	\$17.48				
<u>8</u>	Douglas Griswold	\$113.50			N			
			DA9060.8	\$113.50				
	Memo: Supplemental Reimbursement							
			Total:	\$113.50				

Audit Date: 01/20/2025 **Fund:** Highway Fund **Year:** 2025 **Abstract:** 1

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>9</u>	Douglas Industrial Co.	\$350.91			N			
			DA5142.4	\$350.91				
	Memo: Stock items (invoices: 58732 & 58899)							
			Total:	\$350.91				
<u>10</u>	JC Smith, Inc. [567]	\$197.50			N			
			DA5142.4	\$197.50			1794703	
	Memo: 5 Concrete Blankets							
			Total:	\$197.50				
<u>11</u>	Legenbauer Gas And Oil Co.	\$2,984.50			N			
			DA5142.4	\$2,984.50				
	Memo: 1050 gals of On Roal Diesel (invoices: 773745, 779080, 779422)							
			Total:	\$2,984.50				
<u>12</u>	Marchese Ford[644]	\$2,587.33			N			
			DA5142.4	\$2,587.33				
	Memo: Headlight Assembly and tires for the F350 (invoices: 21389 & 38968)							
			Total:	\$2,587.33				
<u>13</u>	Metz Wood Harder Inc.	\$373.00			N			
			DA1910.4	\$373.00			1554	
	Memo: Endorsement for Commerical Auto Insurance - (adding the 2024 F600 Dump Truck)							
			Total:	\$373.00				
<u>14</u>	Superior Spring Manu(96)	\$69.48			N			
			DA5142.4	\$69.48			115219	
	Memo: U-Bolt & shaft assembly							
			Total:	\$69.48				
<u>15</u>	Teamster Local 294 Health & Welfare Fund	\$4,688.00			N			
			DA9060.8	\$4,688.00			MARCH202	
	Memo: 3 Highway Employee Health Premiums for March 2025							
			Total:	\$4,688.00				
<u>16</u>	Wholesale Distrib.(523)	\$4,605.00			N			
			DA5142.4	\$4,605.00			21024	
	Memo: Tire chains							
			Total:	\$4,605.00				

Report of Vouchers By: Year: 2025 Abstract: 1

Voucher #	Fund	Amount	Amt. Unpaid	Vendor
1	General Fund	\$115.87	\$115.87	21st Century Media Ny - Troy Record
2	General Fund	\$1,000.00	\$1,000.00	Assoc. of Towns (7)
3	General Fund	\$658.35	\$658.35	Consolidated Communications
4	General Fund	\$3,538.88	\$3,538.88	Card Services
5	General Fund	\$178.53	\$178.53	Country Squire Supply [692]
6	General Fund	\$100.00	\$100.00	De Lage Landen Financial Services, INC.
7	General Fund	\$1,050.00	\$1,050.00	Enhanced Business System
8	General Fund	\$6,162.70	\$6,162.70	ERCSWMA(154)
9	General Fund	\$5,368.99	\$5,368.99	ERCSWMA(154)
10	General Fund	\$20,023.53	\$20,023.53	ERCSWMA(154)
11	General Fund	\$160.00	\$160.00	Girvin & Ferlazzo, PC
12	General Fund	\$405.00	\$405.00	Kathleen A. Olson
13	General Fund	\$1,772.00	\$1,772.00	Legenbauer Gas And Oil Co.
14	General Fund	\$247.85	\$247.85	Legenbauer Gas And Oil Co.
15	General Fund	\$256.45	\$256.45	Legenbauer Gas And Oil Co.
16	General Fund	\$672.18	\$672.18	Legenbauer Gas And Oil Co.
17	General Fund	\$562.50	\$562.50	Michelina Wojton
18	General Fund	\$125.00	\$125.00	Nys Assessor's Association
19	General Fund	\$295.00	\$295.00	NYS Planning Fed.(272)
20	General Fund	\$434.27	\$434.27	NYSEG(75)
21	General Fund	\$103.65	\$103.65	Owen Cassavaugh(475)
22	General Fund	\$57.93	\$57.93	Quill Corp(80)
23	General Fund	\$24.78	\$24.78	Ricoh Usa, Inc.
24	General Fund	\$71.98	\$71.98	Snow's Farm(451)
25	General Fund	\$112.42	\$112.42	Staples
26	General Fund	\$299.00	\$299.00	Staples
27	General Fund	\$138.80	\$138.80	Stephanie Hoffman
28	General Fund	\$781.00	\$781.00	Teamster Local 294 Health & Welfare Fund
29	General Fund	\$371.18	\$371.18	Eastwick Press LLC [579]
30	General Fund	\$3,420.00	\$3,420.00	Law Offices of Craig M. Crist PLLC
31	General Fund	\$1,800.00	\$1,800.00	Town Hall Streams LLC
32	General Fund	\$62.92	\$62.92	Verizon Wireless
1	Highway Fund	\$13,411.29	\$13,411.29	Corporate Billing LLC, Allegiance Trucks
2	Highway Fund	\$2,045.53	\$2,045.53	American Rook Salt
3	Highway Fund	\$933.62	\$933.62	Averill Park Auto (539)
4	Highway Fund	\$189.99	\$189.99	Card Services
5	Highway Fund	\$395.63	\$395.63	Cintas Corp. #617
6	Highway Fund	\$348.44	\$348.44	Cintas Corp. #617
7	Highway Fund	\$17.48	\$17.48	Country Squire Supply [692]
8	Highway Fund	\$113.50	\$113.50	Douglas Griswold

Report of Vouchers By: Year: 2025 Abstract: 1

Voucher #	Fund	Amount	Amt. Unpaid	Vendor
9	Highway Fund	\$350.91	\$350.91	Douglas Industrial Co.
10	Highway Fund	\$197.50	\$197.50	JC Smith, Inc. [567]
11	Highway Fund	\$2,984.50	\$2,984.50	Legenbauer Gas And Oil Co.
12	Highway Fund	\$2,587.33	\$2,587.33	Marchese Ford[644]
13	Highway Fund	\$373.00	\$373.00	Metz Wood Harder Inc.
14	Highway Fund	\$69.48	\$69.48	Superior Spring Manu(96)
15	Highway Fund	\$4,688.00	\$4,688.00	Teamster Local 294 Health & Welfare Fund
16	Highway Fund	\$4,605.00	\$4,605.00	Wholesale Distrib.(523)
17	Highway Fund	\$245.15	\$245.15	Zwack, Inc.(107)
18	Highway Fund	\$2,234.29	\$2,234.29	Zwack, Inc.(107)
Totals:		\$86,161.40	\$86,161.40	

**REGULAR MEETING OF THE TOWN BOARD
TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
NOVEMBER 18, 2024**

The Regular meeting of the Town Board, Town of Stephentown was called to order by *Supervisor P. Roder* at **PM** at the Town Hall.

MEMBERS PRESENT:

(X) Supervisor Philip (PJ) Roder

(X) Council Diana Clark

(X) Council Kyle Kidney

(X) Council John E. DeFreest Jr.

(X) Council Tammy Madden

(X) Town Clerk Stephanie Hoffman

(X) Alden Goodermote, Highway Superintendent

(X) Jennifer Van Deusen, Assessor

(X) Craig Crist, Legal Counsel

A quorum (X) was () wasn't established.
6 from the Public were present

AUDIT OF CLAIMS:

- Claim #250-24 through #275-24 in the amount of **\$13,362.69 to be approved** from the **General Account**
- Claim #187-24 through #199-24 in the amount of **\$21,630.59 to be approved** from the **Highway Account**
- For a **Total of \$34,993.28** audited and approved by the Town Board.

MOTION BY: DEFREEST, JR. SECONDED BY: CLARK

VOTES OF: 5 AYE 0 NAY

Minutes of the **October 21, 2024 Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: KIDNEY SECONDED BY: MADDEN

VOTES OF: 5 AYE 0 NAY

Minutes of the **November 4, 2024 Public Hearing for the 2025 Preliminary Budget** were approved by the Town Board as written.

MOTION BY: KIDNEY SECONDED BY: MADDEN

VOTES OF: 5 AYE 0 NAY

TOWN CLERKS REPORT: The Town Clerk turned over the sum of **\$885.45** to the Supervisor for the month of **OCTOBER 2024**.

JUSTICE COURT REPORT: The distribution from the office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **September 2024** was \$_____.**00** and **October 2024** was \$_____.**00**.

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$9,361.00** for the month of **OCTOBER 2024**.

Bags: **\$6100**

C&D & Metal: **\$2390**

Tires: **\$36**

Stickers: **\$770**

Propane Tanks: **\$0**

Appliances: **\$65**

Council Clark reported that the Highway crew repaired the Catwalk at the transfer station. We will be looking at

the expense of purchasing a bin for electronics required by E-waste that meets state specs. This will be a cost on the Town, ERCSWMA will not be helping with the cost, rough estimate of \$4,600.

ACCOUNT TOTALS: Supervisor Roder reported that his bookkeeper has been not been able to get the reports to him this month and will report them out next month.

GENERAL \$	HIGHWAY \$
GENERAL RESERVE FUND \$912,730.94	HIGHWAY RESERVE FUND \$744,652.70
BEACON ESCROW \$ 885.19	BEACON ESCROW FOR PLANT (BOND) \$5,000 & \$70,000.

MEETING OPEN TO PUBLIC COMMENT:

Reminders to All Participants who would like to speak: (this meeting is on Live Stream and is being recorded)

- Raise your hand prior to speaking
- Announce your name and the Town you reside in.
- There is a 3-to-5-minute window for each speaker per Resolution 1 of the fiscal year
- Any disruptive conduct will be addressed at any meeting if the Town Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible. The Chair (Town Supervisor) may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its business.

J. Leonard from Stephentown Route 22 reported that he was told to come to the Town Board about his TV/internet services and that the town board was responsible for not allowing Spectrum to go through the Town. He expressed frustration over the cost of his services being \$72 more than Spectrum and wanted to know why the Town Board wouldn't allow Spectrum services in town.

Supervisor Roder explained that the Town Board did not deny Spectrum services. A few years ago, former Councilman Gerry Robinson worked hard on getting a grant for updating the Town to fiberoptic and increasing internet speeds throughout the town, it is a Franchise and if the company refuses to participate it's on the company not the Town. Spectrum was already in the North end of Town, and they refused to expand the franchise to the rest of the town. The Town did not deny them.

J. Peabody reported on the Fire Department Calls and events: Blood drive to be held on 12/17, completed CPR class with the Town Highway Department, reminder that the Light Parade will be held on 11/30 and registration is still open, this year it will begin at the Veteran's Park and end at the Fire Hall.

Fire Department Report for	September 2024	October 2024
EMS with Transport:	13	7
EMS without Transport:	5	2
Motor Vehicle no injury:	1	0
Burner/Boiler Malfunction	1	0
Brush Fire:	1	3
Good Intent	3	1
Weather Wires Down:	1	2
Call Cancelled:	3	1
Monthly Total:	28	16
YTD:	279	295

Supervisor Roder expressed his gratitude to the Volunteer Fire Departments for their great job on the structure fire on the West end of town.

Former Town Supervisor Lawrence Eckhardt made a suggestion that the Town Board consider purchasing the house across the street that has recently been listed for sale, if the budget could allow for it. It would be a good addition to the Town municipality, you never know who your next neighbor could be and it's right in the middle of the town hall, garage and fire hall. It would be an asset to have for the town.

Motion to Un-table Resolution #40 of 2024 made by: KIDNEY

SECONDED BY: DEFREEST, JR.

VOTES OF: 5 AYE 0 NAY

RESOLVED: that the Town Clerk advertise requesting applications for appointed positions for 2025, with a deadline of Friday, December 20, 2024, at 11:00 AM.

MOTION BY: KIDNEY

SECONDED BY: MADDEN

VOTES OF: 5 AYE 0 NAY

RESOLUTION #45-24

ADVERTISE 2025 CLEANING SERVICES FOR TOWN HALL AND OFFICES

WHEREAS: there is a need to advertise for Town Hall cleaning, with present term to expire on December 31, 2024, now therefore be it

RESOLVED: that the Town Clerk is authorized to advertise for this position for the year 2025. Resumes and letters of interest due to the Town Clerk by Monday, December 16, 2024, at 7:00 PM. Delivered to the Town Hall or mailed to 26 Grange Hall Road, Stephentown, NY

MOTION BY: MADDEN

SECONDED BY: KIDNEY

VOTES OF: 5 AYE 0 NAY

RESOLUTION #46-24

ADVERTISE FOR THE 2025 ORGANIZATIONAL MEETING

WHEREAS: the Town Board would like to hold an Organizational Meeting to establish the Town's Annual Business for 2025, now therefore be it

RESOLVED: that the Town Clerk is authorized to advertise for the 2025 Organizational Meeting to be held on Monday, January 6th, 2025 at 7:00pm.

MOTION BY: RODER

SECONDED BY: KIDNEY

VOTES OF: 5 AYE 0 NAY

MOTION TO ADJOURN AT 9:04 PM

MOTION BY: DEFREEST, JR.

SECONDED BY: MADDEN

VOTES OF: 5 AYE 0 NAY

****The next Regular Meeting** of the Town Board, Town of Stephentown will be held on **Monday, December 16th, 2024 at 7:00 PM** at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.

Stephanie M. Hoffman

Town Clerk

EXHIBIT A

Milk Run Solar, LLC PILOT Agreement

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

TOWN OF STEPHENTOWN and BERLIN CENTRAL SCHOOL DISTRICT
and THE COUNTY OF RENSSELAER

and

MILK RUN SOLAR, LLC

Dated as of _____ 2024

RELATING TO THE PREMISES LOCATED AT NEW YORK
ROUTE 22 (TAX MAP 196-1-2) IN THE TOWN OF
STEPHENTOWN, RENSSELAER COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between MILK RUN SOLAR, LLC (“Owner”), a Delaware Limited Liability Company, with a principal place of business located at 125 High Street, 17th Floor High Street Tower, Suite 1705, Boston, MA, 02110; the TOWN OF STEPHENTOWN, New York, (the “Town”), a municipal corporation duly established with a principal place of business at 26 Grange Hall Road, Stephentown, NY 12168; and the COUNTY OF RENSSELAER, New York, a municipal corporation duly established with a principal place of business at 99 Troy Road, East Greenbush, New York 12061 (the “County”) and the BERLIN CENTRAL SCHOOL DISTRICT, a municipal corporation duly established with a principal place of business at 17400 Route 22, Cherry Plain, New York 12040 (the “School District”).

The Town, School District and County are herein collectively referred to as the “Taxing Jurisdictions.” Owner and the Taxing Jurisdictions are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town on New York Route 22 identified as SBL # 196-1-2, as described in Exhibit A (herein the “Property”); and

WHEREAS, none of the Taxing Jurisdictions have opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to each of the Taxing Jurisdictions for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town (the “Assessor”) a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, any increase in value of the Property due to the Project will be exempt from real property taxation in accordance with and to the extent authorized by RPTL Section 487 (the “Exemption”).

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

A. The Owner is duly organized, and a validly existing Delaware limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

B. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

C. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

D. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the exemption authorized under RPTL Section 487, and Owner has submitted or will submit all required documentation and received or will receive all necessary approvals related thereto.

1.2 The Taxing Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

A. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

B. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes each of the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

2.0 Tax Exemption; Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, a Real Property Tax Exemption Form (RP 487) has or will be filed by the Owner with the Assessor establishing that the Project is eligible for the Exemption.

2.2 Term. Provided the Project is determined by the Assessor to be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487, Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years (the "Annual Payments"). Annual Payments may exceed the amounts that would otherwise be payable but for the RPTL 487 Exemption. ***In the event the amount of any Annual Payment due hereunder is greater than the amount that would otherwise be payable but for the Exemption, the extent of such Annual Payment exceeding the amount otherwise payable but for the Exemption shall constitute a host community benefit payment by the Owner, and the Owner hereby acknowledges and agrees to all such payment or payments during the term of this agreement.*** Such 15-year term shall commence on the first Taxable Status Date following the date when the Project is recognized as exempt from taxation on the assessment roll of the Town, pursuant to Real Property Tax 487 (the Commencement Date) and shall end on the fifteenth Fiscal Year thereafter (the Term) For purposes of this Agreement, (a) Taxable Status Date shall mean March 1st of each Fiscal Year, and (b) "Fiscal Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31.

2.3 Payments. The Annual Payment shall be calculated in the amount of Five Thousand Dollars (\$5,000.00) per Megawatt AC of Capacity. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. The schedule of Annual Payments increases after the first year payment, and adjusts payments for years two (2) through fifteen (15) proportionally. Annual Payments will escalate by two percent (2%) per year commencing in year two (2) as set forth in Exhibit B. All payments by the Owner hereunder shall be paid in lawful money of the United States of America. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Sections 5.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by Rensselaer County to the Owner, provided that any failure by Rensselaer County to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section. Rensselaer County shall, upon receipt of each Annual Payment from the Owner, pay to the Town and the School District their proportionate share of the Annual Payment as set forth on Exhibit B.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the Annual Payments under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdictions' tax rate, and the Taxing Jurisdictions agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdictions' tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and underlying property. Owner agrees that the Annual payment shall not include any property taxes due and payable to any special district and/or any property taxes due against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

3.0 Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project (as defined by the design capacity) is more or less than the 5 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Commercial Operations Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4.0 Change in Capacity After Commercial Operation: Adjustments to Payments. If, after the Commercial Operations Date, the Capacity of the Project (as defined by the design capacity) is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5.0 Payment Collection.

5.1 Payment to the County. Annual Payments to the County shall be made payable to the County Treasurer and mailed to the County of Rensselaer, 99 Troy Road, East Greenbush, New York 12061, and are due no later than February 15th of each Fiscal year (the "Annual Payment Date").

5.2 Late Payments. All late payments or portion thereof shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, costs and disbursements, filing fees, and other court costs, and all other costs incurred by any of the Taxing Jurisdictions in the collection of the unpaid amounts. In the event the Owner fails to make such payments to the Taxing Jurisdictions following such collection efforts, then the Town may assess such unpaid amounts, including all accrued interest thereon, against the Property as delinquent taxes in accordance with Section 13.1.

6.0 Tax Status, Tax Certiorari, Separate Tax Lot.

6.1 Payments of Special Assessments or Special District Assessments. Provided the Project is exempt from real property taxation in accordance with and to the extent authorized by RPTL 487, the Taxing

Jurisdictions agree that during the Term of this Agreement, the Taxing Jurisdictions will not assess Owner for any ad valorem real property taxes with respect to the Project to which Project might otherwise be subject under New York law, and the Taxing Jurisdictions agree that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdictions from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project.

6.2 Tax Certiorari. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

6.3 Separate Tax Lot. The Assessor may assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property. Notwithstanding anything to the contrary contained herein, Owner hereby acknowledges and agrees that the Property upon which the Project is constructed shall remain taxable on the tax rolls of the Taxing Jurisdictions through the Term of this Agreement.

7.0 Assignments, Binding Effect.

7.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdictions, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors.

7.2 Assignment to Affiliate or Financing Party. Notwithstanding Section 7.1, Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

7.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party

reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Milk Run Solar, LLC
c/o Longroad Development Company, LLC
125 High Street, 17th Floor High Street Tower
Suite 1705
Boston, MA 02110
Attn: General Counsel
Email:contracts@longroadenergy.com

If to Taxing Jurisdictions:

Town of Stephentown
26 Grange Hall Road
Stephentown, New York 12168
Attn: Supervisor

Berlin Central Schools
17400 Route 22
Cherry Plain, New York 12040
Attn: Superintendent

County of Rensselaer
99 Troy Road
East Greenbush, New York 12061
Attn: County Executive

With a copy to:

County Attorney
County of Rensselaer
99 Troy Road
East Greenbush, New York 12061

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdictions each consent to the jurisdiction of the New York State Supreme Court, County of Rensselaer regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such court.

12.0 Termination Rights of the Owner. Owner may terminate this Agreement (1) in the event Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is de-commissioning its equipment; or (2) in any year in which the Project is not on the tax exemption portion of the roll. Upon receipt of the Notice of Termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for Annual Payments due in the Fiscal Year of termination, except that if Owner is required to pay any pro-rata portion of the real property taxes for the unexpired portion of any Fiscal Year, the Annual Payment for such Fiscal Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time. If the tax exemption for this Project is terminated in any year prior to the termination of this Agreement, the annual payment shall be reduced by the taxes due and paid.

13.0 Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement and the Exemption conferred thereby on thirty (30) days written notice to Owner if:

13.1 Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 30-day notice period with interest as stated in this Agreement. In the event the Owner has failed to make timely payments hereunder, including accrued interest thereon under Section 5.2, and the Taxing Jurisdictions have terminated this Agreement, the Town may assess (i) all such unpaid amounts due hereunder, plus (ii) any and all additional amounts that would have otherwise been payable by Owner in the absence of the Exemption against the Property as delinquent taxes, and each Taxing Jurisdiction may take whatever action at law or in equity to collect the total amount assessed and due as delinquent taxes; or

13.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary Bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

14.0 Remedies; Waiver And Notice.

14.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

14.2 Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall

be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

14.3 No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16.0 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17.0 No Third Party Beneficiaries. The Parties state that there are no third party beneficiaries to this Agreement.

18.0 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.


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

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

MILK RUN SOLAR, LLC,
a Delaware limited liability company

By: _____

TOWN OF STEPHENTOWN

By: PHILIP J ROBEK
Name: 
Title: SUPERVISOR

COUNTY OF RENSSELAER

By: _____
Name: _____
Title: _____

BERLIN CENTRAL SCHOOLS

By: _____
Name: _____
Title: _____

EXHIBIT A

**DESCRIPTION OF THE PROPERTY
TO BE ADDED PRIOR TO EXECUTION**

**LANDS OF
LAURA M. ZWACK, FRANK J. ZWACK AND GEOFFREY J. MOHOS**

All that tract or parcel of land situate in the Town of Stephentown, Rensselaer County, New York lying westerly of New York State Route 22 and being more particularly bounded and described as follows:

Beginning at an iron pipe on the westerly highway boundary of New York State Route 22 at its intersection with the property division line between lands of Laura M. Zwack, Frank

J. Zwack & Geoffrey J. Mohos as described in book 5210 of deeds at page 336 on the north and lands now or formerly of Allen E. Sicley & Marion C. Sicley as described in book 1814 of deeds at page 275 on the south; running thence westerly & southerly along the property division line between said lands of Zwack & Mohos on the north and west and said lands now or formerly of Sicley on the south and east, the following two (2) courses and distances:

1. North $79^{\circ}50'11''$ West, a distance of 361.47 feet to a point; and
2. South $13^{\circ}51'19''$ West, a distance of 504.51 feet to a point; thence westerly along the property division line between said lands of Zwack & Mohos on the north and lands now or formerly of Donald L. Shaw, Jr. & Gail L. Shaw as described in book 3037 of deeds at page 209 in part and lands now of formerly of Joan Brokalis & Jeffrey Brokalis as described in book 5684 of deeds at page 209 in part, both on the south, the following three (3) courses and distances:

1. South 84°04'29" West, a distance of 549.68 feet to a point; thence
2. North 64°14'11" West, a distance of 263.60 feet to a point; and
3. North 85°12'01" West, a distance of 208.01 feet to a point; thence

northerly, easterly and northerly along the property division line between said lands of Zwack & Mohos on the east, south & east and lands now or formerly of Henry F. Zwack & Laura

M. Zwack as described in book 3385 of deeds at page 100 on the west, north & west, the following seven (7) courses and distances:

1. North 30°18'09" East, a distance of 224.04 feet to a point; thence
2. North 12°48'19" East, a distance of 807.96 feet to a point; thence
3. North 14°15'59" East, a distance of 363.09 feet to a point; thence
4. North 17°26'59" East, a distance of 162.69 feet to a point; thence
5. North 82°36'59" East, a distance of 336.31 feet to a point; thence
6. South 51°31'21" East, a distance of 178.16 feet to a point; and
7. North 23°18'59" East, a distance of 420.18 feet to a point; thence

North 17°05'59" East, along the property division line between said lands of Zwack & Mohos on the east and aforesaid lands of Henry F. Zwack & Laura M. Zwack in part, lands now or formerly of Frank Zwack & Maria Zwack as described in book 1759 of deeds at page 285 in part and lands now or formerly of Frank J. Zwack & Deborah S. Zwack as described in book 3385 of deeds at page 104, in part, all on the west, a distance of 618.80 feet to an iron pipe; thence easterly along the property division line between said lands of Zwack & Mohos on the south and lands now or formerly of Judy Hunt as described in book 1544 of deeds at page 28 on the north, the following six (6) courses and distances:

1. South 84°13'51" East, a distance of 161.62 feet to a point; thence
 2. North 74°33'24" East, a distance of 219.84 feet to a point; thence
 3. North 84°27'39" East, a distance of 97.99 feet to a point; thence
 4. South 86°35'11" East, a distance of 153.36 feet to a point; thence
 5. North 80°06'59" East, a distance of 287.76 feet to a point; and
 6. North 84°02'19" East, a distance of 236.31 feet to a highway
- bound on the aforesaid westerly highway boundary of New York State Route

22; thence generally southerly along said westerly highway boundary, the following five (5) courses and distances:

1. South 01°32'49" West, a distance of 509.50 feet to a point; thence
2. South 12°32'49" West, a distance of 231.00 feet to a point; thence
3. South 19°56'49" West, a distance of 222.00 feet to a point; thence
4. South 28°10'49" West, a distance of 222.00 feet to a point; and
5. South 33°36'19" West, a distance of 1230.27 feet to the point of beginning, containing 77.33 acres of land more or less.

Subject to any covenants, easements, or restrictions of record.

All as shown on a map entitled "LANDS OF LAURA M. ZWACK, FRANK J. ZWACK AND GEOFFREY J. MOHOS, CERTIFIED PROPERTY LINE SURVEY MAP", dated December 26,

2023 as prepared by Frederick J. Haley PLS LLC

EXHIBIT B**ANNUAL PAYMENTS**

Fiscal Year	Total Payment	To Town	To School	To County
1	\$25,000.00	6,250.00	12,500.00	6,250.00
2	\$25,500.00	6,375.00	12,750.00	6,375.00
3	\$26,010.00	6,502.50	13,005.00	6,502.50
4	\$26,530.20	6,632.55	13,265.10	6,632.55
5	\$27,060.80	6,765.20	13,530.40	6,765.20
6	\$27,602.02	6,900.50	13,801.02	6,900.50
7	\$28,154.06	7,038.52	14,077.02	7,038.52
8	\$28,717.14	7,179.28	14,358.58	7,179.28
9	\$29,291.48	7,322.86	14,645.76	7,322.86
10	\$29,877.31	7,469.32	14,938.67	7,469.32
11	\$30,474.86	7,618.71	15,237.44	7,618.71
12	\$31,084.36	7,771.09	15,542.18	7,771.09
13	\$31,706.04	7,926.50	15,853.04	7,926.50
14	\$32,340.17	8,085.04	16,170.09	8,085.04
15	\$32,986.97	8,246.74	16,493.49	8,246.74

EXHIBIT B

2025 ADOPTED Town Budget

	A	B	C	D	E	F	G	H	I	J
SUMMARY OF TOWN OF STEPHENTOWN 2025 ADOPTED BUDGET										
			Appropriations and Positions For Other Uses	Less Estimated Revenues	Less Unexpended Balance	Amount To Be Raised By Taxes 2025	% Change	Actual Taxes 2024	2024 Rate/1000	2025 Rate/1000
1	A								Tax Base	Tax Base
2									\$ 307,779,479	\$ 309,857,577
3										
4										
5										
6	A	FUND	\$ 774,677	\$ 647,375	\$ 37,500	\$ 89,802	-16.4%	\$ 106,157	\$0.3449	\$0.2898
7	DA	General Fund	\$ 1,199,777	\$ 254,000	\$ 31,000	\$ 914,777	5.3%	\$ 869,064	\$2.8237	\$2.9522
8		Highway-Townwide	\$ 1,974,454	\$ 901,375	\$ 68,500	\$ 1,004,579	3.0%	\$ 975,221	\$ 3.16857	\$ 3.24207
9		Subtotal 2025 Budget			Tax Cap	\$ 1,004,698	\$-18.93%	\$ 975,802		
10		Stephentown Fire District	\$ 151,000	\$ -	\$ -	\$ 151,000	10.2%	\$ 137,000	\$0.4451	\$0.4873
11		Stephentown Library	\$ 95,000	\$ -	\$ -	\$ 95,000	0.0%	\$ 95,000	\$0.3087	\$0.3066
12		Total 2025 w/Other Districts	\$ 2,220,454	\$ 901,375	\$ 68,500	\$ 1,250,579	3.6%	\$ 1,207,221	\$ 3.92236	\$ 4.03598
13										

	A	B	C	D	E	F	G	H	I	J
	Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget
GENERAL FUND APPROPRIATIONS										
General Government Support										
15										
16										
17										
18	TOWN BOARD									
19	Personal Services	A1010.1	12,465	18,727	19,476	19,476	19,476	4.0%	16,646	-11.1%
20	Personal Services-Secretary	A1010.1.9		800	800	800	800	0.0%		
21	Equipment	A1010.2		1,000	1,000	1,000	1,000	0.0%	6,316	-15.8%
22	Contractual Expense	A1010.4	4,737	7,500	7,500	7,500	7,500	0.0%	22,963	-18.1%
23	Total	A1010.0	17,222	28,027	28,776	28,776	28,776			
24										
25	JUSTICES									
26	Personal Services	A1110.1	13,989	20,984	21,823	21,823	21,823	4.0%	18,652	-11.1%
27	Personal Services - Clerk/Deputy	A1110.1.9	7,507	11,261	11,711	11,711	11,711	4.0%	10,010	-11.1%
28	Equipment	A1110.2	228	500	500	500	500	0.0%	304	-39.2%
29	Contractual Expense	A1110.4	2,723	7,000	5,600	5,600	5,600	-20.0%	3,630	-48.1%
30	Contractual Expense - Prosecutor	A1110.4.6	4,000	9,000	7,200	7,200	7,200	-20.0%	5,333	-40.7%
31	Total	A1110.0	28,447	48,745	46,834	46,834	46,834		37,930	-22.2%
32										
33	SUPERVISOR									
34	Personal Services	A1220.1	6,243	9,364	9,743	9,743	9,743	4.0%	8,324	-11.1%
35	Bookkeeping Services	A1220.1.10	14,908	20,400	21,225	21,225	21,225	4.0%	19,877	-2.6%
36	Bookkeeping Services Admin	A1220.1.9	754	1,500	1,560	1,560	1,560	4.0%	1,006	-33.0%
37	Equipment	A1220.2		1,275	1,275	1,275	1,275	0.0%		
38	Contractual Expense	A1220.4	2,611	1,500	1,500	1,500	1,500	0.0%	3,482	132.1%
39	Total	A1220.0	24,516	34,039	35,303	35,303	35,303		32,688	-4.0%
40										
41	INDEPENDENT AUDITING									
42	Contractual Expense	A1320.4		500	500	500	500	0.0%		
43	Total	A1320.0		500	500	500	500			
44										
45	TAX COLLECTION									
46	Personal Services	A1330.1	4,556	6,834	7,107	7,107	7,107	4.0%	6,075	-11.1%
47	Personal Services - Clerk/Deputy	A1330.1.9	1,105	1,658	1,724	1,724	1,724	4.0%	1,474	-11.1%
48	Equipment	A1330.2		850	850	850	850	0.0%		
49	Contractual Expense	A1330.4	2,410	5,475	5,475	5,475	5,475	0.0%	3,214	-41.3%
50	Total	A1330.0	8,072	14,817	15,156	15,156	15,156		10,762	-27.4%
51										
52	ASSESSORS									
53	Personal Services	A1355.1	14,615	21,923	22,802	22,802	22,802	4.0%	19,487	-11.1%
54	Personal Services - Deputy	A1355.1.9	6,509	9,763	10,156	10,156	10,156	4.0%	8,678	-11.1%
55	Personal Services - Re-val	A1355.1.2						0.0%	240	-20.0%
56	Equipment	A1355.2	180	300	300	300	300	0.0%	2,580	-26.3%
57	Contractual Expense	A1355.4	1,935	3,500	3,500	3,500	3,500	0.0%	30,986	-12.7%
58	Total	A1355.0	23,239	35,486	36,758	36,758	36,758			

A	B	C	D	E	F	G	H	I	J
Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over Budget
15									
59									
60	TOWN CLERK								
61	Personal Services	A1410.1 \$ 16,672	\$ 22,814	\$ 27,814	\$ 27,814	\$ 27,814	21.9%	\$ 22,229	-2.6%
62	Deputy Clerk Services	A1410.1.9 \$ 4,525	\$ 5,814	\$ 6,048	\$ 6,048	\$ 6,048	4.0%	\$ 6,033	3.8%
63	Deputy Clerk Training	A1410.1.7 \$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
64	Equipment	A1410.2 \$ 609	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ 812	-18.8%
65	Contractual Expense	A1410.4 \$ 6,391	\$ 6,100	\$ 7,000	\$ 7,000	\$ 7,000	14.8%	\$ 8,521	39.7%
66	Contractual Expense - Training	A1410.4.7 \$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
67	Total	A1410.0 \$ 28,197	\$ 35,728	\$ 41,862	\$ 41,862	\$ 41,862		\$ 37,596	5.2%
68									
69	ATTORNEY								
70	Personal Services	A1420.1						\$ -	
71	Equipment	A1420.2						\$ -	
72	Contractual Expense	A1420.4 \$ 8,695	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	0.0%	\$ 11,594	-22.7%
73	Total	A1420.0 \$ 8,695	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000		\$ 11,594	-22.7%
74									
75	ELECTIONS								
76	Personal Services	A1450.1						\$ -	
77	Equipment	A1450.2						\$ -	
78	Contractual Expense	A1450.4 \$ 320	\$ 600	\$ 600	\$ 600	\$ 600	0.0%	\$ 426	-29.0%
79	Total	A1450.0 \$ 320	\$ 600	\$ 600	\$ 600	\$ 600		\$ 426	-29.0%
80									
81	PUBLIC INFO & SERVICES								
82	Personal Services	A1480.1 \$ 3,876	\$ 5,304	\$ 5,516	\$ 5,516	\$ 5,516	4.0%	\$ 5,168	-2.6%
83	Equipment	A1480.2						\$ -	
84	Contractual Expense	A1480.4 \$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	0.0%	\$ 2,400	33.3%
85	Total	A1480.0 \$ 5,676	\$ 7,104	\$ 7,316	\$ 7,316	\$ 7,316		\$ 7,568	6.5%
86									
87	BUILDINGS								
88	Personal Services	A1620.1						\$ -	
89	Equipment	A1620.2 \$ 1,912	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ 2,549	154.9%
90	Contractual Expense	A1620.4 \$ 21,392	\$ 22,500	\$ 22,500	\$ 22,500	\$ 22,500	0.0%	\$ 28,523	26.8%
91	Total	A1620.0 \$ 23,304	\$ 23,500	\$ 23,500	\$ 23,500	\$ 23,500		\$ 31,071	32.2%
92									
93	Central Print & Mail								
94	Central Print & Mail	A1670.4 \$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	0.0%	\$ -	
95	Total	A1670.0 \$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500		\$ -	
96									
97	SPECIAL ITEMS								
98	Unallocated Insurance	A1910.4 \$ 25,719	\$ 21,000	\$ 25,000	\$ 25,000	\$ 25,000	19.0%	\$ 34,292	63.3%
99	Municipal Assoc. Dues	A1920.2 \$ 999	\$ 900	\$ 1,000	\$ 1,000	\$ 1,000	11.1%	\$ 1,332	48.0%
100	Bank Analysis Fees	A1989.4 \$ -	\$ 50	\$ 50	\$ 50	\$ 50	0.0%	\$ -	
101	Contingent Account	A1990.4 \$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ -	
102	Total	A1990.0 \$ 26,718	\$ 22,950	\$ 27,050	\$ 27,050	\$ 27,050		\$ 35,624	55.2%

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103										
104	TOTAL GEN. GOV'T SUPP.	A1999.0	194,406	267,996	280,155	280,155	280,155		259,208	-3.3%
105	GENERAL FUND APPROPRIATIONS									
106	Public Safety									
107	POLICE & CONSTABLE									
108	Personal Services	A3120.1	3,978	5,966	7,141	7,141	7,141		5,303	-11.1%
109	Personal Services - Fill in Covid	A3120.1.6	360	900	-	-	-	-100.0%	480	-46.7%
110	Equipment	A3120.2	60	700	700	700	700	0.0%	80	-88.6%
111	Contractual Expense	A3120.4	719	750	750	750	750	0.0%	958	27.8%
112	Total	A3120.0	5,116	8,316	8,591	8,591	8,591		1,038	-87.5%
113	CONTROL OF DOGS									
114	Personal Services	A3810.1	3,978	5,967	6,206	6,206	6,206	4.0%	5,304	-11.1%
116	Equipment	A3510.2	-	150	150	150	150	0.0%	-	-95.9%
117	Contractual Expense	A3810.4	93	3,000	3,000	3,000	3,000	0.0%	124	-95.9%
118	Total	A3810.0	4,071	9,117	9,356	9,356	9,356		5,428	-40.5%
119	CODE ENFORCEMENT									
120	Personal Services	A3620.1	15,409	23,114	24,040	24,040	24,040	4.0%	20,546	-11.1%
122	Personal Services - Clerk	A3620.1.9	269	-	-	-	-	#DIV/0!	358	#DIV/0!
123	Equipment	A3620.2	-	1,500	1,500	1,500	1,500	0.0%	-	-8.3%
124	Contractual Expense	A3620.4	4,469	6,500	6,800	6,800	6,800	4.6%	5,959	-8.3%
125	Total	A3620.0	20,147	31,114	32,340	32,340	32,340		26,863	-13.7%
126	TOTAL PUBLIC SAFETY									
127		A3999.0	29,335	48,547	50,287	50,287	50,287		33,330	-31.3%
128	GENERAL FUND APPROPRIATIONS									
129	Health									
130	REGISTRAR OF VITAL STATISTICS									
131	Personal Services	A4020.1	874	1,196	1,244	1,244	1,244	4.0%	1,165	-2.6%
132	Equipment	A4020.2								
133	Contractual Expense	A4020.4	874	1,196	1,244	1,244	1,244			
134	Total	A4020.0	874	1,196	1,244	1,244	1,244		1,165	-2.6%
135	TOTAL HEALTH									
136		A4999.0	874	1,196	1,244	1,244	1,244		1,165	-2.6%

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Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget
GENERAL FUND APPROPRIATIONS									
Transportation									
SUPERINTENDENT OF HIGH.									
140	Personal Services	A5010.1	\$ 49,593	\$ 74,390	\$ 77,366	\$ 77,366		\$ 66,124	-11.1%
141	Longevity	A5010.1.8	\$ -	\$ 2,080	\$ 2,080	\$ 2,080		\$ -	
142	Equipment	A5010.2	\$ -	\$ 500	\$ 500	\$ 500		\$ -	
143	Contractual Expense	A5010.4	\$ -	\$ 500	\$ 500	\$ 500		\$ -	
144	Total	A5010.0	\$ 49,593	\$ 77,470	\$ 80,446	\$ 80,446		\$ 66,124	-14.6%
145	GARAGE								
146	Personal Services	A5132.1	\$ -	\$ -	\$ -	\$ -		\$ -	
147	Equipment	A5132.2	\$ 1,122	\$ 4,000	\$ 4,000	\$ 4,000		\$ -	
148	Contractual Expense	A5132.4	\$ 8,978	\$ 23,000	\$ 23,000	\$ 23,000		\$ 11,970	-48.0%
149	Maintenance/Repairs	A5132.?	\$ -	\$ -	\$ -	\$ -		\$ -	
151	Total	A5132.0	\$ 10,100	\$ 27,000	\$ 27,000	\$ 27,000		\$ 13,466	-50.1%
152	STREET LIGHTING								
154	Contractual Expense	A5182.4	\$ 2,968	\$ 5,000	\$ 5,000	\$ 5,000		\$ 3,958	-20.8%
155	Total	A5182.0	\$ 2,968	\$ 5,000	\$ 5,000	\$ 5,000		\$ 3,958	-20.8%
156	TOTAL TRANSPORTATION								
157		A5999.0	\$ 62,661	\$ 109,470	\$ 112,446	\$ 112,446		\$ 83,548	-23.7%
158	GENERAL FUND APPROPRIATIONS								
159	Economic Assistance and Opportunity								
160	PUBLICITY								
161	Contractual Expense	A6410.4	\$ 1,111	\$ 1,700	\$ 1,700	\$ 1,700		\$ 1,481	-12.9%
162	Total	A6410.0	\$ 1,111	\$ 1,700	\$ 1,700	\$ 1,700		\$ 1,481	-12.9%
163	VETERANS SERVICES								
164	Personal Services	A6610.1	\$ -	\$ -	\$ -	\$ -		\$ -	
165	Equipment	A6610.2	\$ -	\$ -	\$ -	\$ -		\$ -	
166	Contractual Expense	A6610.4	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500		\$ 3,333	33.3%
167	Contractual Expense - Flags	A6510.4.5	\$ 500	\$ 500	\$ 500	\$ 500		\$ 667	33.3%
168	Total	A6510.0	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000		\$ 4,000	33.3%
169	TOT. ECON. ASSIST. & OPP.								
170		A6999.0	\$ 4,111	\$ 4,700	\$ 4,700	\$ 4,700		\$ 5,481	16.6%

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GENERAL FUND APPROPRIATIONS									
Culture - Recreation									
174	PARKS								
175	Contractual Expense	A7110.4 \$ 875	1,200	1,200	1,200	1,200		1,167	-2.8%
176	Total	A7110.0 \$ 875	1,200	1,200	1,200	1,200		1,167	-2.8%
177									
178	YOUTH PROGRAM								
179	Personal Services - Director	A7310.1.32 \$ 3,330	3,330	5,226	5,226	5,226	56.9%	4,440	33.3%
180	Personal Services - Asst Director	A7310.1.33 \$ 2,750	2,750	5,226	5,226	5,226	90.0%	3,867	33.3%
181	Personal Services - Couns/GTs	A7310.1.31 \$ 14,284	14,532	15,113	15,113	15,113	4.0%	19,045	31.1%
182	Equipment	A7310.2 \$ 1,818						2,424	#DIV/0!
183	Contractual Expense	A7310.4 \$ 9,512	12,700	9,000	9,000	9,000	-29.1%	12,682	-0.1%
184	Total	A7310.0 \$ 31,693	33,312	34,565	34,565	34,565		42,258	26.9%
185									
186	LIBRARY								
187	Contractual Expense	A7410.4 \$ -	-	-	-	-		-	
188	Total	A7410.0 \$ -	-	-	-	-		-	
189									
190	Historical/Museum								
191	Contractual Expense	A7450.4 \$ 6,000	6,000	6,000	6,000	6,000	0.0%	6,000	0.0%
192	Contractual Expense -	A7450.4							
193	Town Historian Equipment	A7510.2 \$ 500	500	500	500	500	0.0%	-	
194	Town Historian Contractual	A7510.4 \$ 225	500	500	500	500	0.0%	300	-40.0%
195	Total	A7450.0 \$ 6,225	7,000	7,000	7,000	7,000		6,300	-10.0%
196									
197	ADULT REC								
198	Contractual Expense	A7620.4 \$ 10,504	12,000	12,000	12,000	12,000	0.0%	14,006	16.7%
199	Total	A7620.0 \$ 10,504	12,000	12,000	12,000	12,000		14,006	16.7%
200									
201	TOT. CULTURAL - RECREATION	A7999.0 \$ 49,298	53,512	54,765	54,765	54,765		63,730	19.1%

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15										
202										
203										
204	ZONING									
205	Personal Services	A8010.1	6,604	9,906	10,303	10,303	10,303	4.0%	8,805	-11.1%
206	Personal Services - Clerk	A8010.19	85	1,500	1,500	1,500	1,500	0.0%	113	-92.4%
207	Equipment	A8010.2	-	-	-	-	-	-	-	-
208	Contractual Expense	A8010.4	325	500	500	500	500	0.0%	433	-13.3%
209	Total	A8010.0	7,014	11,906	12,303	12,303	12,303	0.0%	9,352	-21.5%
210										
211	PLANNING									
212	Personal Services - Clerk	A8020.1	-	1,500	1,500	1,500	1,500	0.0%	-	-
213	Equipment	A8020.2	-	500	500	500	500	0.0%	-	-
214	Contractual Expense	A8020.4	243	800	800	800	800	0.0%	325	-59.4%
215	Total	A8020.0	243	2,800	2,800	2,800	2,800	0.0%	325	-88.4%
216										
217	REFUSE AND GARBAGE									
218	Personal Services	A8160.1	28,768	37,500	44,865	44,865	44,865	19.6%	41,564	10.8%
219	Equipment	A8160.2	-	2,000	2,000	2,000	2,000	0.0%	-	-
220	Contractual Expense	A8160.4	74,406	115,500	115,500	115,500	115,500	0.0%	99,208	-14.1%
221	Building Maintenance/Repairs	A8160.7	-	-	-	-	-	-	-	-
222	Total	A8160.0	103,174	155,000	162,365	162,365	162,365	0.0%	140,762	-9.2%
223										
224	Acquisition of Real Property	A8660.2	-	-	-	-	-	-	-	-
225	Total	A8160.0	-	-	-	-	-	-	-	-
226										
227	TOT. HOME & COMM. SER.	A8999.0	110,431	169,706	177,468	177,468	177,468	0.0%	150,438	-1.0%

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228										
229										
230	EMPLOYEE BENEFITS									
231	State Retirement	A9010.8	\$ 209	\$ 25,359	\$ 23,985	\$ 23,985	\$ 23,985	-5.4%	\$ 209	-99.2%
232	Social Security	A9030.8	\$ 19,217	\$ 24,349	\$ 26,155.35	\$ 26,155.35	\$ 26,155.35	7.4%	\$ 25,622	5.2%
233	Workers's Compensation	A9040.8	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	0.0%	\$ 9,000	0.0%
234	Life Insurance	A9045.8								
235	Unemployment Insurance	A9050.8	\$ 35	\$ 500	\$ 500	\$ 500	\$ 500	0.0%	\$ 47	-90.7%
236	Disability Insurance	A9055.8	\$ 607	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ 810	-19.0%
237	Hospital and Medical Insurance	A9060.8	\$ 6,516	\$ 8,697	\$ 9,372	\$ 9,372	\$ 9,372	7.8%	\$ 8,688	-0.1%
238	Hospital and Medical Insurance HRA	A9060.8.75	\$ -	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	0.0%	\$ -	
239	Total Employ. Benefits	A9199.0	\$ 35,584	\$ 72,505	\$ 73,612	\$ 73,612	\$ 73,612		\$ 44,376	-38.8%
240										
241	DEBT SERVICE PRINCIPLE									
242	Serial Bonds	A9710.6								
243	Statutory Bonds	A9720.6								
244	Bonds Anticipation	A9730.6								
245	Capital Notes	A9740.6								
246	Budget Notes	A9750.6								
247	Tax Anticipation	A9760.6								
248	Revenue Anticipation	A9770.6								
249	Debt Payments - Pub. Authorities	A9780.6								
250	Installment Purchase	A9785.6								
251	Total Debt Ser. Prin.		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
252	INTEREST									
253	Serial Bonds	A9710.7								
254	Statutory Bonds	A9720.7								
255	Bonds Anticipation	A9730.7								
256	Capital Notes	A9740.7								
257	Budget Notes	A9750.7								
258	Tax Anticipation	A9760.7								
259	Revenue Anticipation	A9770.7								
260	Debt Payments - Pub. Authorities	A9780.7								
261	Installment Purchase	A9785.7								
262	Total Interest		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
263	INTERFUND TRANSFERS (TRANSFER TO)									
264	Other Funds	A9901.9								
265	Reserve for All Building Repairs	A9950.9	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0.0%	\$ -	
266	Contributions to Other Funds	A9961.9	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	
267	Total Transfers		\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0.0%	\$ -	
268	CAPITAL PROJECTS									
269	Transfers To Capital	A9950.9	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
270	Total Capital Projects		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
271										

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Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget				
15													
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313													
314													
TOTAL UNDISTRIBUTED		\$	35,584	\$	92,505	\$	93,612	\$	93,612	\$	44,376		
TOTAL APPROPRIATIONS		\$	486,699	\$	747,632	\$	774,677	\$	774,677	\$	641,276		-14.2%
GENERAL FUND ESTIMATED REVENUES													
Local Sources													
277	OTHER TAX ITEMS												
278	Int. & Pen. on Real Property Taxes	A1090	\$ 4,063	\$ 3,500	\$ 3,500	\$ 3,500	0.0%	\$ 5,417	54.8%				
279	County Sales Tax (Non Property)	A1120	\$ 284,498	\$ 425,000	\$ 450,000	\$ 450,000	5.9%	\$ 379,330	-10.7%				
280	Cable Franchise Income	A1170	\$ 566	\$ 500	\$ 500	\$ 500	0.0%	\$ 971	94.2%				
281													
282	DEPARTMENTAL INCOME												
283	Town Clerk Fees	A1255	\$ 479	\$ 1,750	\$ 1,750	\$ 1,750	0.0%	\$ 639	-63.5%				
284	Zoning Board Fees	A2110	\$ 35	\$	\$	\$ 1,750		\$ 47	#DIV/0!				
285	Planning Board Fees	A2115	\$ 50	\$	\$	\$		\$ 67	#DIV/0!				
286	Garbage Remov. & Refuse Chgs.	A2130	\$	\$	\$	\$		\$					
287													
288	OTHER GOVERNMENT INCOME												
289	Fuel Reimbursement	A2300	\$ -	\$ -	\$ 0	\$ 0		\$ -					
290													
291	USE OF MONEY & PROPERTY												
292	Interest and Earnings	A2401	\$ 737	\$ 200	\$ 500	\$ 500	150.0%	\$ 963	391.5%				
293													
294	LICENSES AND PERMITS												
295	Dog Licenses and Permits	A2544	\$ 500	\$ 450	\$ 450	\$ 450	0.0%	\$ 666	48.0%				
296	Marriage Licenses	A2545	\$ 113	\$ 175	\$ 175	\$ 175	0.0%	\$ 150	-14.3%				
297	Building & Alterations Permits	A2555	\$ 7,540	\$ 6,000	\$ 6,500	\$ 6,500	8.3%	\$ 10,053	67.6%				
298	Other Permits	A2590	\$	\$	\$	\$		\$					
299													
300	FINE AND FORFEITURES												
301	Fines and Forfeited Bail	A2610	\$ 3,386	\$ 12,500	\$ 12,500	\$ 12,500	0.0%	\$ 4,513	-63.9%				
302													
303	SALE OF PROPERTY/LOSS COMP.												
304	Sale of Scrap & Exc. Materials	A2650	\$	\$	\$	\$		\$					
305	Sale of Real Property	A2660	\$	\$	\$	\$		\$					
306	Landfill Fees	A2655	\$ 79,112	\$ 115,000	\$ 115,000	\$ 115,000	0.0%	\$ 106,483	-8.3%				
307	Sale of Equipment	A2665	\$	\$	\$	\$		\$					
308	Insurance Recoveries	A2680	\$	\$	\$	\$		\$					
309	Unclassified Revenues	A2770	\$	\$	\$	\$		\$					
310													
311	MISCELLANEOUS												
312	Refunds of Prior Years Expenses	A2701	\$	\$	\$	\$		\$					
313													
314	Total Local Source Rev.	A2999	\$ 381,077	\$ 565,075	\$ 590,875	\$ 590,875		\$ 508,319	-10.0%				

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GENERAL FUND ESTIMATED REVENUES									
State Aid									
315									
316									
317									
318	A3001	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000			
319	A3005	\$ 13,866	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	0.0%		
320	A3089	\$ 840				\$ 40,000	0.0%		
321	A3772								
322	A3820	\$ 3,500	\$ 2,900	\$ 4,500	\$ 4,500	\$ 4,500	55.2%		
323	A3999	\$ 18,206	\$ 54,900	\$ 56,500	\$ 56,500	\$ 56,500			
324									
325									
326									
327									
328									
329									
330									
331									
332									
333									
334									
335									
336									
337									
338									
339									
340									
GENERAL FUND ESTIMATED UNEXPENDED BALANCE									
Estimated Unexpended Balance									
334									
335									
336									
337									
338									
339									
340									

A	B	C	D	E	F	G	H	I	J
Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget
HIGHWAY APPROPRIATIONS									
Townwide									
343	SPECIAL ITEMS								
344	Unallocated Insurance	DA1910.4 \$ 13,500	17,500	17,500	17,500	17,500			
345	Total	DA1910.0 \$ 13,500	17,500	17,500	17,500	17,500	0.0%	\$ -	
346									
347	GENERAL REPAIRS								
348	Personal Services	DA5110.1 \$ 73,610	115,000	119,600	119,600	119,600	4.0%	106,326	-7.5%
349	Contractual Expense	DA5110.4 \$ 58,277	146,300	146,300	146,300	146,300	0.0%	77,703	-46.9%
350	Contractual Expense - Training	DA5110.4.7 \$ -	2,000	2,000	2,000	2,000	0.0%	-	
351	Total	DA5110.0 \$ 131,887	263,300	267,900	267,900	267,900		184,029	-30.1%
352									
353	IMPROVEMENTS								
354	Capital Outlay - Equip	DA5112.2 \$ 358,839	275,000	275,000	350,000	350,000	27.3%	478,452	74.0%
355	Contractual Expense	DA5112.4 \$ 2,046	3,500	4,000	4,000	4,000	14.3%	2,728	-22.1%
356	Total	DA5112.0 \$ 360,885	278,500	279,000	354,000	354,000		2,728	-99.0%
357									
358	BRIDGES								
359	Personal Services	DA5120.1							
360	Capital Outlay	DA5120.2							
361	Contractual Expense	DA5120.4 \$ 3,000	50,000	50,000	50,000	50,000	0.0%	4,500	-91.0%
362	Total	DA5120.0 \$ 3,000	50,000	50,000	50,000	50,000		4,500	-91.0%
363									
364	MACHINERY								
365	Personal Services	DA5130.1							
366	Equipment	DA5130.2 \$ 47,316							
367	Contractual Expense (signs)	DA5130.4 \$ -	2,000	2,000	2,000	2,000	0.0%	81,112	#DIV/0!
368	Total	DA5130.0 \$ 47,316	2,000	2,000	2,000	2,000		81,112	3955.6%
369									
370	SNOW REMOVAL (Town High.)								
371	Personal Services	DA5142.1 \$ 48,263	129,750	130,780	130,780	130,780	4.0%	96,526	-23.2%
372	Longevity	DA5142.3.1.8 \$ -	4,100	4,100	4,100	4,100	0.0%	176,461	0.3%
373	Contractual Expense	DA5142.4 \$ 132,345	176,000	176,000	176,000	176,000	0.0%	272,986	-10.7%
374	Total	DA5142.0 \$ 180,608	305,850	310,880	310,880	310,880		272,986	-10.7%
375									

A	B	C	D	E	F	G	H	I	J
Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget
EMPLOYEE BENEFITS									
376									
377	DA9010.8	\$ -	\$ 11,933	\$ 16,779	\$ 16,779	\$ 16,779	40.6%	\$ -	
378	DA9030.8	\$ 9,323	\$ 18,731	\$ 19,467.72	\$ 19,467.72	\$ 19,467.72	3.9%	\$ 15,518.13	-17.2%
379	DA9040.8	\$ 1,779	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	0.0%	\$ 1,779	-62.6%
380	DA9045.8	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	
381	DA9050.8	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ -	
382	DA9055.8	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	
383	DA9060.8	\$ 40,013	\$ 76,000	\$ 76,000	\$ 76,000	\$ 76,000	0.0%	\$ 53,351	-29.8%
384	DA9060.8	\$ 3,954	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	0.0%	\$ 5,272	-70.7%
385	DA9060.8	\$ 55,069	\$ 130,414	\$ 135,997	\$ 135,997	\$ 135,997	0.0%	\$ 75,920	-41.8%
386	Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
DEBT SERVICE PRINCIPLE									
387	DA9710.6								
388	DA9720.6								
389	DA9730.6								
390	DA9740.6								
391	DA9750.6								
392	DA9760.6								
393	DA9770.6								
394	DA9780.6								
395	DA9785.6								
396	Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
397									
398									
INTEREST									
399	DA9710.7								
400	DA9720.7								
401	DA9730.7								
402	DA9740.7								
403	DA9750.7								
404	DA9760.7								
405	DA9770.7								
406	DA9780.7								
407	Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
408									
409									
INTERFUND TRANSFERS (TRANSFER TO:)									
410	DA9950.9								
411	DA9950.9								
412	DA9950.9		\$ 61,500	\$ 61,500	\$ 61,500	\$ 61,500	0.0%	\$ -	
413	Total Transfers	\$ -	\$ 61,500	\$ 61,500	\$ 61,500	\$ 61,500	0.0%	\$ -	
414									
BUDGETARY PROVISIONS FOR OTHER USES									
415	DA9662								
416	DA9662								
417	Total Transfers	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
418									
419	Total HIGHWAY APPROP.	\$ 792,265	\$ 1,109,064	\$ 1,124,777	\$ 1,199,777	\$ 1,199,777		\$ 621,275	-44.0%

A	B	C	D	E	F	G	H	I	J
Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget
HIGHWAY FUND ESTIMATED REVENUES									
Townwide									
420									
421									
422	LOCAL SOURCES								
423	County Sales Tax	DA1120							
424	Services for Other Govern'ts	DA2300	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	0.0%	\$ -	
425	Interest and Earnings	DA2401	\$ -	\$ -	\$ -	\$ -		\$ -	
426	Sale of Surplus Scrap	DA2650	\$ -	\$ -	\$ -	\$ -		\$ -	
427	Sale of Equipment	DA2665	\$ -	\$ -	\$ -	\$ -		\$ -	
428	Insurance Recoveries/Rebates	DA2680	\$ 179,153	\$ -	\$ -	\$ -		\$ 307,119	#DIV/0!
429	Sale of Scrap	DA2690	\$ -	\$ -	\$ -	\$ -		\$ -	
430	Unclassified Revenues	DA2770	\$ -	\$ -	\$ -	\$ -		\$ -	
431	Interfund Revenues	DA2801	\$ -	\$ -	\$ -	\$ -		\$ -	
432									
433									
HIGHWAY FUND ESTIMATED REVENUES									
State Aid									
434	AID REVENUE								
435	State Aid Other	DA3089	\$ -	\$ -	\$ -	\$ -		\$ -	
436	Consolidated Highway (CHIPS)	DA3501	\$ 242,627	\$ 200,000	\$ 200,000	\$ 250,000	25.0%	\$ 200,000	0.0%
437	State Aid Emergency Disaster	DA3960	\$ -	\$ -	\$ -	\$ -		\$ -	
438	FEMA Storm	DA4960	\$ -	\$ -	\$ -	\$ -		\$ -	
439	TOTAL ESTIMATED REVENUE		\$ 421,780	\$ 204,000	\$ 204,000	\$ 254,000	24.5%	\$ 507,119	148.6%
440									
441									
HIGHWAY FUND ESTIMATED REVENUES									
Unexpended Balance									
442	UNEXPENDED BALANCE								
443	Unexpended Balance		\$ -	\$ 36,000	\$ 18,500	\$ 31,000	-13.9%	\$ -	
444									
445	TOTAL UNEXPENDED BALANCE		\$ -	\$ 36,000	\$ 18,500	\$ 31,000		\$ -	
446									

	A	B	C	D	E	F	G	H	I	J
	Accounts	Code	Actual 2024 thru 9/20/2024	Adopted Budget 2024	Tentative Budget 2025	Preliminary Budget 2025	Adopted Budget 2025	% Change - 2025 Budget Over 2024 Budget	Projected 2024 Actual	% Change - Actual Over 2024 Budget
447										
448										
449										
450	FIRE PROTECTION DISTRICT									
451	Payments on Fire Contracts									
452	Contractual Expense	SF1-3410.4	\$ 137,000	\$ 137,000	\$ 137,000	\$ 151,000	\$ 151,000	10.2%	\$ -	
453	Total	SF1-3410.0	\$ 137,000	\$ 137,000	\$ 137,000	\$ 151,000	\$ 151,000		\$ -	
454										
455	ESTIMATED REVENUES									
456	Estimated Revenues									
457	Total		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
458										
459	ESTIMATED UNEXPENDED BALANCE									
460	Estimated Unexpended Balance									
461	Total		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
462										
463										
464										
465										
466	LIBRARY									
467										
468	Contractual Expense		\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	0.0%	\$ -	
469	Total		\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	0.0%	\$ -	
470										
471	ESTIMATED REVENUES									
472	Estimated Revenues									
473	Total		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
474										
475	ESTIMATED UNEXPENDED BALANCE									
476	Estimated Unexpended Balance									
477	Total		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
478										
479										

STEPHENTOWN LIBRARY
Appropriations

STEPHENTOWN FIRE PROTECTION
Appropriations

EXHIBIT C
2025 Road Material SPECS

REGULAR MEETING OF THE TOWN BOARD

**TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
DECEMBER 16, 2024**

The Regular meeting of the Town Board, Town of Stephentown was called to order by **Supervisor P. Roder** at **7:00 PM** at the Town Hall.

MEMBERS PRESENT:

(X) Supervisor Philip (PJ) Roder
(X) Council Diana Clark
(X) Council Kyle Kidney
(X) Council John E. DeFreest Jr.
(X) Council Tammy Madden
(X) Town Clerk Stephanie Hoffman
(X) Alden Goodermote, Highway Superintendent
(X) Jennifer Van Deusen, Assessor
(X) Owen Cassavaugh, Code Enforcement Officer
(X) Chris Langlios, Legal Counsel

A quorum (X) was () wasn't established.
5 from the Public were present

Discussion on the Milk Run Solar Project Decommissioning Plan between Project Engineer Reuben Hull, Chad Allen, Town's Legal Counsel and Town Council DeFreest, Jr. – Councilman DeFreest, Jr. expressed concerns on the bond amounts and stands by the bond amount being at least 1.5 million and believes the amount currently proposed is not sufficient enough for the size of this solar project.

AUDIT OF CLAIMS:

- Claim #276-24 through #308-24 in the amount of \$41,071.15 to be approved from the **General Account**
- Claim #200-24 through #217-24 in the amount of \$18,670.02 to be approved from the **Highway Account**
- For a **Total of \$59,741.17** audited and approved by the Town Board.

MOTION BY: T. MADDEN SECONDED BY: J. DEFREEST JR.

VOTES OF: 5 AYE 0 NAY

TOWN CLERKS REPORT: The Town Clerk turned over the sum of \$737.65 to the Supervisor for the month of **NOVEMBER 2024**.

JUSTICE COURT REPORT: The distribution from the office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **September 2024** was \$2,925.00 and the month of **October 2024** was \$974.00.

TRANSFER STATION REPORT: The Transfer Station deposited a total of \$_____.00 for the month of **NOVEMBER 2024. No report this month - still looking for electronics container**

Bags: \$ C&D & Metal: \$ Tires: \$
Stickers: \$ Propane Tanks: \$ Appliances: \$

ACCOUNT TOTALS: Nothing again this month

GENERAL \$ HIGHWAY \$
GENERAL RESERVE FUND \$912,730.94 HIGHWAY RESERVE FUND \$744,652.70
BEACON ESCROW \$ 885.19 BEACON ESCROW FOR PLANT (BOND) \$5,000 & \$70,000.

MEETING OPEN TO PUBLIC COMMENT:

Reminders to All Participants who would like to speak: (this meeting is on Live Stream and is being recorded)

- *Raise your hand prior to speaking*
- *Announce your name and the Town you reside in.*

- There is a 3-to-5-minute window for each speaker per Resolution 1 of the fiscal year
- Any disruptive conduct will be addressed at any meeting if the Town Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible. The Chair (Town Supervisor) may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its business.

Fire Department Report for	November 2024
EMS with Transport:	13
EMS without Transport:	2
Structure Fire:	4
Outside Fire:	1
Good Intent	4
Weather Wires Down:	1
Call Cancelled:	2
Monthly Total:	27
YTD:	322

J. Peabody – initial requests for 911 signs are coming in, forms are available online, it’s been posted on social media and in the Eastwick Press. Toy Drive 55 children and 29 families signed up. Thank you to everyone who has donated.

Approved for cardiac arrest airway tools. Petersburg donated the device, very grateful to them. More CPR classes are coming to the library on January 23rd and 25th, Blood drive tomorrow. Teen night coming up – gingerbread house project. Food pantry has 24 families which is twice the amount of last year. Over 50 families for Thanksgiving bags, seeing a significant increase in use of the food pantry.

Council DeFreest Jr. – Veterans – we need people to come to meetings, the organization is struggling and needs more people to join. If you are a veteran, please consider joining and coming to the meeting.

Assessor VanDeusen – revaluation not for profits are required to be in a specific zone.

Council Clark – just came back from Washington DC they sponsored 16 veterans to go to the Army Navy game and a gala, great trip and experience, recommends veterans signing up

Supervisor Roder – Mortgage tax check received 22k a lot closer than anticipated.

RESOLUTION ##50-24 **OPEN BIDS: ROAD MATERIALS FOR 2025**

WHEREAS, the Town of Stephentown has put out to bid for Road Materials for 2025, and

WHEREAS, the State and County contract bids are available but not limited to, and

WHEREAS, the bids were received at the Town Clerk’s Office by Monday, December 16, 2024 by 7:00 PM, and

WHEREAS, a total of 1 Bids were received:

1. Senters

now therefore be it;

RESOLVED, that the Town Board award all bids and leave the decision to purchase materials up to the discretion of the Highway Superintendent.

MOTION BY: K. KIDNEY

SECONDED BY: T. MADDEN

VOTES OF: 5 AYE 0 NAY

RESOLUTION #51-24 **BIDS: 2025 CLEANER FOR TOWN HALL**

WHEREAS: the Town of Stephentown has put out to bid the cleaning of the Town Hall for the year 2025, which is for 4.5 hours for cleaning and garbage removal, and

WHEREAS: the bids were received at the Town Clerk’s Office by Monday, December 16, 2024 by 7:00 PM,

and

WHEREAS: a total of 1 bids were received

1. Kathleen Olsen

RESOLVED: that the bid for the cleaning at the Town Hall including garbage removal for a total of 4.5 hours per week for 2025 be awarded to **Kathleen Olsen**, for the bid of **\$20.00/hour**.

MOTION BY: T. MADDEN

SECONDED BY: K. KIDNEY

VOTES OF: 5 AYE 0 NAY

RESOLUTION #52-24

ANNUAL ADOPTION OF THE UNIFORM CODES SET FORTH IN 19 CRR-NY 1203.3

WHEREAS: the Town Board of the Town of Stephentown has adopted the new standards set forth in 19 CRR-NY 1203.3 in 2022, and

WHEREAS: the Code Enforcement Department is required to adopt such standards annually, and

WHEREAS: the Code Enforcement Department is requesting the Town Board to adopt the standards set forth in said guidelines, now therefore be it,

RESOLVED: that the Town Board hereby adopts the New York State Code Enforcement and Administration Minimum Standards set forth in 19 CRR-NY 1203.3.

MOTION BY: J. DEFREEST JR.

SECONDED BY: K. KIDNEY

VOTES OF: 5 AYE 0 NAY

RESOLUTION # 53-24

AUTHORIZING THE EXTENSION OF THE SERVICE AGREEMENT WITH THE EASTERN RENSSELAER COUNTY SOLID WASTE MANAGEMENT.

WHEREAS: the Eastern Rensselaer County Solid Waste Management Authority manages MSW programs, Recycling programs, Household hazardous waste programs and Education programs; and

WHEREAS: the Eastern Rensselaer County Solid Waste Management Authority service agreements are all coming to an end in the next three months at staggered dates for their member communities, and the Eastern Rensselaer County Solid Waste Management Authority board of directors has determined that due to large projects currently in progress, that it would be in the best interest and benefit of the member municipality's to extend these service agreements one year to further pursue these projects; and

WHEREAS: the Eastern Rensselaer County Solid Waste Management Authority service agreements would remain unchanged to the current agreements; and

WHEREAS: it is necessary that a Contract by and between the EASTERN RENSSELAER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, herein called the ERCSWMA, and the Town of Stephentown be executed; now therefore be it,

RESOLVED: that the Members of Town of Stephentown Town Board extend the ERCSWMA service agreement 1 year from the end of the current agreement.

MOTION BY: D. CLARK

SECONDED BY: J. DEFREEST JR.

VOTES OF: 5 AYE 0 NAY

RESOLUTION NO. 54 OF THE YEAR 2024 OF THE TOWN BOARD OF THE TOWN OF STEPHENTOWN, NEW YORK, OPPOSING THE PROPOSED UPGRADES TO THE INTER-REGIONAL ELECTRIC TRANSMISSION SYSTEMS CONCERNING THE NEW YORK TO NEW ENGLAND INTERCONNECTION

WHEREAS, the Town of Stephentown has been made aware of a proposal from the United States Department of Energy (DOE) for upgrades to inter-regional electric transmission systems, including the New York to New England interconnection;

WHEREAS, the Town has been apprised that the current right-of-way for the transmission line from New York to New England varies from around 200 to 300 feet;

WHEREAS, the Town Board has also been apprised that for the New York to New England interconnection, the DOE is proposing a possible mile-wide transmission corridor right-of-way extension that would likely impact 17 towns, including the Town of Stephentown as well as the neighboring Town of Nassau, as well as Hancock, Lanesborough, Hinsdale, Peru, Dalton, Windsor, Plainfield, Ashfield, Conway, Shelburne, Greenfield, Montague, Deerfield, Erving, and Northfield, MA;

WHEREAS, it is the position of the Town Board that such an expansion, to a mile-wide corridor through the Town of Stephentown, would result in undue damage to the environment, local properties and to the character of the Town of Stephentown as a whole;

WHEREAS, the Berkshire Regional Planning Commission completed a study analyzing the impacts that a mile wide right-of-way could have on the environment and local communities. They determined that within Berkshire County alone, the proposed right-of-way would impact 905 buildings and 832 parcels of land, totaling 13,546.23 acres, including endangered species habitat;

NOW THEREFORE BE IT RESOLVED THAT the Town Board hereby resolves that it opposes the aforementioned expansion;

NOW THEREFORE BE IT FURTHER RESOVLED THAT the Town Board further resolves that the Town Clerk is hereby requested to transmit this resolution evidencing the Town of Stephentown's formal opposition to said project to the US Department of Energy and copy the Berkshire Environmental Action Team on said correspondence and that any prior transmission of same is hereby ratified and authorized with full force and effect.

MOTION BY: P. RODER

SECONDED BY: D. CLARK

VOTES OF: 5 AYE 0 NAY

Council DeFreest Jr. - where does that intersect Stephentown?

Supervisor Roder - Believe it is Firetower where it intersects.

P. Flint - we'd be homeless.

Highway Superintendent Goodermote - my understanding they have a larger right away then what people believe.

Supervisor Roder reported that the draft contract for Columbia Greene Humane Society for Dog Control was received, and we need to update our impoundment fee in our current local law. Moving forward we are not going to hold workshop meetings unless the board feels the need for one, we can further discuss if folks feel there is a need.

MOTION TO ADJOURN AT 8:18 PM

MOTION BY: J. DEFREEST JR.

SECONDED BY: T. MADDEN

VOTES OF: 5 AYE 0 NAY

**** 2025 Organizational Meeting** will be held on **Monday, January 6th, 2025 at 7:00 PM** at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.

****The next Regular Meeting** of the Town Board, Town of Stephentown will be held on **Monday, January 20th, 2025 at 7:00 PM** at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.

Stephanie M. Hoffman

Town Clerk

**ORGANIZATIONAL MEETING
TOWN BOARD, TOWN OF STEPHENTOWN
JANUARY 6, 2025**

The Organizational Meeting of the Town Board, Town of Stephentown was called to order by **Philip J. Roder, Town Supervisor** at **7: 02 PM** at the Town Hall.

MEMBERS PRESENT:

(X) Supervisor Philip (PJ) Roder	(X) High. Superin. Alden Goodermote
(X) Council Diana Clark	() Tax Collect, Mary Grant
(X) Council Kyle Kidney	() Town Justice, Cyril Grant
(X) Council John Defreest	() Town Justice, John Meekins
(X) Council Tammy Madden	(X) Assessor, Jennifer Van Deusen
(X) Town Clerk Stephanie Hoffman	() Code Enforcement Officer, Owen Cassavaugh

A quorum was wasn't established.

0 from the Public were present

Council Tammy Madden sworn into her elected role by Town Clerk S. Hoffman.

RESOLUTION # 1 -25

TOWN BUSINESS

WHEREAS: certain policies are required by the Town Board to properly conduct town business, now therefore be it

RESOLVED: that all meetings of the Town Board to be conducted according to accepted parliamentary law, and further

RESOLVED: that the audit of claims may be certified by and on behalf of the claimant in lieu of verification of notary public, and further

RESOLVED: that the TOWN WEBSITE, TROY RECORD (21st Century Media) & EASTWICK PRESS shall be the Official Publications for the Town of Stephentown for the year 2025, and further

RESOLVED: that the Supervisor be authorized to invest the town funds in accordance with the Stephentown investment policy, and further

RESOLVED: that the Supervisor is authorized to enter into a contract with the Stephentown Veterans and support them in the amount of **\$2,500.00**, and further

RESOLVED: that the Supervisor is authorized to enter into a contract with the Stephentown Seniors and support them in the amount of **\$12,000.00**, and further

RESOLVED: that the Supervisor is authorized to enter into a contract with the Stephentown Museum and support them in the amount of **\$6,000.00**, and further

RESOLVED: that the Town Clerk will keep minutes of the Town Board meetings that are held on the **3rd Monday** of each month at the Town Hall at 7:00 PM. The Town Clerk shall supply the Town Board, Town Attorneys, Highway Superintendent, and others present with copies of the minutes (15 copies) and that the Town Clerk has permission to use a tape recorder for the minutes, and/or Town Hall Streams, and further

RESOLUTION #3-25

TOWN APPOINTMENTS & APPROVALS

WHEREAS: certain appointments by the Town Board are necessary to conduct the town business for 2025, now therefore be it

RESOLVED: that the following one (1) year appointments be made, expiring Dec. 31, 2025; except for (1) Planning Board 5 year position which expires Dec. 31, 2029, (1) Planning Board Alternate expiring Dec. 31, 2025, (1) Planning Board Alternate expiring Dec. 31, 2026, (1) Zoning Board of Appeals position which expires Dec. 31, 2029, (1) Zoning Board of Appeals Alternate expiring on Dec. 31, 2025, and (1) Zoning Board of Appeals Alternate expiring on Dec. 31, 2026.

POSITION	APPLICANTS
CLERK TO ASSESSOR	Tracy Grant
CODE ENFORCEMENT OFFICER	Owen Cassavaugh
CONSTABLE	Henry Wagar
DEPUTY CONSTABLES	Joshua Blair Kevin Mohan Jay VanAken(current training Officer)
COURT CLERK	Tammy Whitman
DEPUTY CODE ENFOR. OFFICER	Dean Herrick
DEPUTY TAX COLLECTOR	Eileen Roder
DEPUTY TOWN CLERK	Arlene Longo
DEUPTY ZONING OFFICER	Dean Herrick
DOG CONTROL OFFICER	Maggie Banker
PLANNING BOARD CLERK (up to \$1,500)	Stephanie Hoffman
REGISTRAR	Stephanie Hoffman
WEB DESIGNER	Stephanie Hoffman
SUPERVISOR BOOKKEEPER	Maureen Seel
SECRETARY TO SUPERVISOR	Emily Vaninwegen
ZONING BOARD APPEALS CLERK (up to \$1,500)	Stephanie Hoffman
ZONING OFFICER	Owen Cassavaugh
TRANSFER STATION SENIOR ATTENDANT	Agnes Hoffman
TRANSFER STATION ATTENDANT	Frank Richardson
TRANSFER STATION - SUBSTITUTE	Tim Dormady
TRANSFER STATION - SUBSTITUTE	Phyllis DeFreest
YOUTH PROGRAM DIRECTOR & ASSISTANT DIRECTOR	<i>No Applicants</i>
HIGHWAY MAINTANCE	<i>No need at this time for another employee</i>
PLANNING BOARD MEMBER - 5 YEAR TERM to Expire December 31, 2029	<i>No Applicants</i>
ZONING BOARD OF APPEALS MEMBER - 5 YEAR TERM to Expire December 31, 2029	Tom Quimby
(2) ZONING BOARD OF APPEALS ALTERNATE POSITIONS - 2 YEAR TERM to Expire December 31, 2025 2 YEAR TERM to Expire December 31, 2026	<i>No Applicants</i>
(2) PLANNING BOARD MEMBER ALTERNATE POSITIONS - 2 YEAR TERM to Expire December 31, 2025 2 YEAR TERM to Expire December 31, 2026	<i>No Applicants</i>

and further be it,

RESOLVED: that the Town Board authorizes the Town Clerk to advertise for all vacant positions. Letters of interest and resumes are due to the Town Clerk's Office no later than 11:00AM on Friday, February 14, 2025.

MOTION BY: CLARK

SECONDED BY: DEFREEST, JR.

VOTES OF: 5 AYE

0 NAY

RESOLUTION #4-25

SALARIES

WHEREAS: the Town Board has the authority to establish the salaries of elected and appointed official and other positions as provided in the 2025 budget, now therefore be it

RESOLVED: that the Supervisor is authorized to pay the following officer's salaries or wages as due, and further

RESOLVED: that each non-elected employee submit a signed payroll time sheet to Supervisor each month, and further

RESOLVED: the Town Board has agreed to waive the reading for the list below

POSITION	SALARY	METHOD OF PAYMENT
Highway Superintendent	\$ 77,366.00 (includes longevity)	Monthly
Supervisor	9,743.00	Monthly
Supervisor Bookkeeper	21,225.00	Monthly
Secretary to Supervisor (\$1,500)	18.04 hourly	Biweekly
Town Clerk	27,814.00	Biweekly
Deputy Town Clerk (\$6,048)	18.04 hourly	Biweekly
Registrar	1,244.00	Biweekly
Town Justice (2@ \$10,912)	21,823.00	Monthly
Councilperson (4@ \$4,869)	19,476.00	Monthly
Assessor	22,802.00	Monthly
Clerk to Assessor	10,156.00	Monthly
Constables (3)	7141.00	Monthly
Court Clerk	11,711.00	Monthly
Tax Collector	7,107.00	Monthly
Deputy Tax Collector	1,724.00	Monthly (Jan - March)
Transfer Station Supervisor	20.00 per hour	Bi-weekly
Transfer Station Attendant	17.14 per hour	Bi-weekly
Transfer Station Substitutes(2)	hourly minimum wage	Biweekly
Web Designer	5,516.00	Biweekly
Zoning Officer	8,274.00	Monthly
Deputy Zoning Officer	2,029.00	Monthly
Code Enforcement Officer	22,011.00	Monthly
Deputy Code Enforcement Officer	2,029.00	Monthly
Dog Control Officer	6,206.00	Monthly
Planning Board Clerk	\$17.00 per hour Max for the year \$1,500.00	Monthly/Time Sheet
Zoning Board of Appeals Clerk	\$17.00 per hour Max for the year \$1,500.00	Monthly/Time Sheet
Town Attorney(s)	per retainer letters received	Monthly Voucher

AND be it further,

RESOLVED: that the pay dates are as follows biweekly as per the Highway Dept. Union Contract, and monthly paydays will be on the last Friday of each month after a full month of work. If an employee leaves a position for any reason pay will be prorated.

MOTION BY: KIDNEY

SECONDED BY: MADDEN

VOTES OF: 5 AYE

0 NAY

RESOLUTION #8 -25

ASSESSMENT BOARD OF REVIEW

WHEREAS: it is the Duty of the Town Board to set the pay for the Assessment Board of Review, now therefore be it

RESOLVED: that each member shall receive \$60.00 for the first day (chairman \$65.00) and \$35.00 for each additional day thereafter, (chairman \$40.00), The Board of Review to select the secretary who shall take all minutes and make copies. Minutes to be filed with the Town Clerk, copies may be retained by the Assessor. The secretary to receive one extra day pay (\$35.00) as this is needed to copy the minutes and do reports.

MOTION BY: CLARK **SECONDED BY: DEFREEST, JR.**
VOTES OF: 5 AYE **0 NAY**

RESOLUTION #9 -25

COMMITTEES

WHEREAS: certain following committees need to be established, now therefore be it

RESOLVED: that the following committees be established with the chairperson as indicated.

	2025
TOWN HALL & PARK:	KIDNEY/DEFREEST
MACHINERY & GARAGE:	DEFREEST/MADDEN
TRANSFER STATION:	CLARK/KIDNEY
WELFARE & SAFETY:	GRANT/MEEKINS
YOUTH COMMISSION	MADDEN/RODER

MOTION BY: KIDNEY **SECONDED BY: MADDEN**
VOTES OF: 5 AYE **0 NAY**

RESOLUTION #10-25

AUDITING BOARD

WHEREAS: it is the responsibility of the Town Board to audit claims for goods and services supplied to the Town, now therefore be it

RESOLVED: that **all claims** ready to be audited be forwarded to the Town Clerk, by the **11:00AM on FRIDAY prior to the dates listed below.**

January 10th, 2025, February 7th, 2025, March 7th, 2025, April 4th, 2025, May 9th, 2025, June 6th, 2025, July 11th, 2025, August 8th, 2025, September 5th, 2025, October 10th, 2025, November 7th, 2025
And *due to not holding a reconciliation meeting December invoices will be accepted up until 6pm at the Town Clerk's Office the night of the regular board meeting on December 15, 2025.*

All claims will be audited at the regularly scheduled Board Meeting at 7:00PM. Auditors are as follows:

COMMITTEE PERSON:	MONTHS:	
DIANA CLARK	JANUARY, MAY, SEPTEMBER	and/or as required
KYLE KIDNEY	FEB., JUNE, OCTOBER	and/or as required
JOHN DEFREEST	MARCH, JULY, NOVEMBER	and/or as required
Newly Appointed Council	APRIL, AUGUST, DECEMBER	and/or as required
PHILIP (PJ) RODER, SUPERVISOR	As Required	

The Town Clerk shall create an abstract from the claims for Town Board approval.

MOTION BY: MADDEN **SECONDED BY: KIDNEY**
VOTES OF: 5 AYE **0 NAY**

RESOLUTION # 20-25

RESOLUTION TO AMEND THE ZONING BOARD OF APPEALS APPLICATION FEES ESTABLISHED IN TOWN RESOLUTION 84 of 1991

WHEREAS: the Town Board at the request of the Code Enforcement Department find it necessary to update the Zoning Board application fee schedule that was previously established by Resolution 84 in 1991, and

WHEREAS: the current and proposed fees are listed below;

	1991	2025
Location Determinations:	\$10.00	\$25.00
Text Determinations:	\$10.00	\$25.00
Area Variance:	\$35.00	\$50.00
Use Variance:	\$50.00	\$75.00

, now therefore be it

RESOLVED: that the Town Board approves the proposed fee application schedule changes effective January 7, 2025, and further be it

RESOLVED: that the Town Board authorizes the Town Clerk to post the fee schedule on the Town's Official website.

MOTION BY: CLARK

SECONDED BY: DEFREEST, JR.

VOTES OF: 5 AYE

0 NAY

RESOLUTION # 21-25

RESOLUTION TO AMEND THE PLANNING BOARD APPLICATION FEES ESTABLISHED IN TOWN RESOLUTION 91 of 1991

WHEREAS: the Town Board at the request of the Code Enforcement Department find it necessary to update the Planning Board application fee schedule that was previously established by Resolution 91 in 1991, and

WHEREAS: the current and proposed fees are listed below;

	1991	2025
Special Permit:	\$25.00	\$50.00
Site Plan:	\$50.00	\$75.00
Subdivision (minimum fee):	\$50.00	\$100.00

, now therefore be it

RESOLVED: that the Town Board approves the proposed fee application schedule changes effective January 6, 2025, and further be it

RESOLVED: that the Town Board authorizes the Town Clerk to post the fee schedule on the Town's Official website.

MOTION BY: KIDNEY

SECONDED BY: MADDEN

VOTES OF: 5 AYE

0 NAY

RESOLUTION ##22-25

RESOLUTION TO AMEND RESOLUTION #50 of 2024 OPEN BIDS: ROAD MATERIALS FOR 2025

WHEREAS, the Town of Stephentown has put out to bid for Road Materials for 2025, and

WHEREAS, the State and County contract bids are available but not limited to, and

WHEREAS, the bids were received at the Town Clerk's Office by Wednesday December 18th, 2024, as

advertised in the local newspaper, by 7:00 PM,
and

WHEREAS, a total of 2 Bids were received:

1. Senters
2. Quality Construction

now therefore be it;

RESOLVED, that the Town Board award all bids and leave the decision of purchasing materials up to the discretion of the Highway Superintendent.

MOTION BY: RODER

SECONDED BY: DEFREEST, JR.

VOTES OF: 5 AYE

0 NAY

MOTION TO ADJOURN AT 8:49 PM

MOTION BY: DEFREEST, JR.

SECONDED BY: MADDEN

VOTES OF: 5 AYE

0 NAY

** The next **Regular Meeting** of the Town Board, Town of Stephentown will be held on **Monday, January 20, 2025** at **7:00 PM** at the Town Hall.

Stephanie M. Hoffman

Town Clerk