

Bi-Monthly Town Board Meeting  
September 26, 2023 5:30 pm  
Town Hall  
Joseph P. Wilson Jr, Supervisor  
Robert M. Biesemeyer, Deputy Supervisor

Call to order

Approve Minutes: Sept, 12 Regular Town Board meeting

Privilege of the Floor:

Town Discussion of Old Business:

- Water Districts: Lead pipe Survey: Approve Fire Hydrant contract

New Business:

- Pay Rate changes

Ongoing Local Law Process:

- Update on draft Local Law on STR regulations

Executive Session:

Budget Resolutions

Resolution to transfer funds:

Resolution to amend the 2023 budget:

Supervisor's Report: June & July

Audit Bills:

Resolution to pay online bills

Resolution to audit Vouchers #2023- through #2023-

## **FIRE HYDRANT LEASE AGREEMENT: WATER DISTRICT 1**

**THIS LEASE AGREEMENT** is effective as of May 1 2023, between the Town of Keene Water District 1, 10892 NYS Route 9N Keene, NY 12942, referred to as "Lessor" and a Keene Fire District, 10858 State Hwy 9N, Keene, NY 12942, referred to as "Lessee."

### **WITNESSETH:**

**1. DEFINITIONS:**

A. "Fire District" is as defined in Town Law § 174 (7), and is engaged in fire protection, suppression and prevention.

B. "Water District 1" means the Town of Keene taxing district empowered to fund the cost of providing water to and maintaining the various fire hydrants within the Water District.

C. "Fire Hydrant" means a connection point by which the Lessee's firefighters can tap into a water supply for purposes of firematic training and/or fire suppression.

**2. PROPERTY LEASED:** The Lessor hereby lease to Lessee all fire hydrants within Water District 1 as described on Exhibit A annexed hereto, together with all rights, improvements and appurtenances in connection therewith. Lessor agrees to supply only such water at such pressure as may be available from time to time as a result of its normal operation of the system.

**3. TERM:** The term of this renewal lease shall be one (1) year and will commence on May 1, 2023, and shall terminate on April 30, 2024. The parties may renew this lease, upon a mutually agreed rent, with thirty days notice to the other party before the expiration of this lease.

**4. RENT AND RELATED CHARGES:** Lessee agrees to pay \$78.00 per hydrant per annum (33 hydrants, totaling \$2574.00), in advance, yearly installments on May 1st , 2023 or at other times as the parties may mutually agree in writing. In addition to the per hydrant fee set forth above, Lessee agrees to pay a \$1285.00 usage fee for its fire station, for a total amount of \$3859.00 due on September 1, 2023.

5. **USE OF FIRE HYDRANTS:** Lessee agrees to use Fire Hydrants solely in connection with fire protection, suppression and prevention and the training thereof. Lessee must seek prior approval for all other uses from the Water District Superintendent.

6. **DUTIES OF LESSOR AND LESSEE :**

- a. In the event that a fire hydrant is not able to be used for the purposes of fire protection, suppression and prevention and the training thereof, Lessee shall promptly notify the Water District Superintendent.
- b. Lessor, at its expense, shall maintain and keep the fire hydrants, including without limitation, adjacent sidewalks, in good repair and in compliance with all existing laws, codes, regulation and ordinances of any governmental authorities. The Lessor's routine maintenance of fire hydrants shall include, snow removal, painting, foliage trimming (e.g. weed whacking and mowing). The Lessor's yearly maintenance shall include, painting, marking, flushing and water pressure check.
- c. Lessor shall perform snow removal activities around fire hydrants covered by this agreement within 36 hours after a storm or snowfall event whereby snow accumulations from the event total four or more inches of snow.
- d. Lessor will furnish results of annual inspections and/or other tests performed on the hydrants.
- e. Lessor shall provide Lessee with a map of all locations of hydrants covered under this agreement, including any results or information related to rate of flow and/or flow testing performed on the hydrants.

7. **PROHIBITION AGAINST WASTE, NUISANCE, OR UNLAWFUL USE:** Neither Lessor nor Lessee shall not commit, or allow to be committed, any waste or the water used in connection with the fire hydrant on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

8. **ASSIGNMENT AND SUBLET:** Lessee shall not sublet all or any portion of the fire hydrant and shall not assign this Lease.

9. **COMPLIANCE WITH LAWS:** Lessee shall promptly comply with all laws, ordinances, rules and regulation of governmental authorities, affecting the use of the fire hydrant.

10. **LESSOR'S REMEDIES ON DEFAULT:** If Lessee defaults on the performance of any of the covenants or condition hereof (except payment of rent which is covered hereafter), Lessor may give Lessee notice of such default and if Lessee does not cure such default within thirty (30) days after the giving of such notice or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee, and on the date specified in said notice the term of this lease shall terminate and Lessee shall then quit and surrender the use of fire hydrants to Lessor.

If Lessee defaults in the payment of rent for a period of thirty (30) days after it is due, then Lessee shall be deemed to have breached this agreement and Lessor may terminate this lease fifteen (15) days after notice and demand, and Lessee shall quit and surrender the fire hydrants to Lessor.

11. **ENFORCEMENT:** Should either party incur any expense in enforcing any provision of this lease, the party in default shall pay to the prevailing party all costs, expenses and disbursements so incurred, including reasonable attorney's fees.

12. **NOTICES:** Notices given pursuant to the provision of this lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the party to whom the notice is to be given as set forth in page 1 of this lease.

13. **NO WAIVER:** The failure of either party to insist upon strict performance of any covenant or condition hereof shall not be construed as a waiver of such condition or covenant.

14. **MODIFICATION:** This lease may not be modified except by an instrument in writing signed by the parties hereto, their heirs, legal representatives, successors or assigns.

15. **COVENANTS BINDING ON PARTIES SUCCESSOR IN INTEREST:** The covenants and condition herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Pursuant to General Municipal Law § 109, no party may assign their interests herein to any other person or entity without the express written consent of the other party.

16. **EXECUTION:** This lease may be executed in counterparts with both executed copies together constituting a final agreement. Fax or email copies of this agreement shall constitute originals.

17. **CHOICE OF LAW:** This agreement shall be construed and controlled by the laws of the State of New York and lessee consents to exclusive jurisdiction and venue in Essex County.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their duly authorized officers by day and year above written.

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

Print Name: \_\_\_\_\_

Chair, Board of Fire Commissioners

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

Print Name: \_\_\_\_\_

Water District Superintendent



## Town of Keene Supervisor Report June 2023

Fund		Fund Account	Beginning Balance	Revenue	Disbursements	End of Month Balance	End of Month Balance
Champlain National Checking Accounts		Multifund Account					
General		200.01	\$183,737.64	\$152,554.96	\$233,233.48	\$103,059.12	
Highway		200.03	\$35,070.91	\$129,906.89	\$57,127.70	\$107,850.10	
Library		200.06	\$37,632.17	\$6,248.00	\$38,897.46	\$4,982.71	
Water #1		200.07	\$88,873.11	\$4,135.05	\$3,762.62	\$89,245.54	
Water #2		200.08	\$95,953.66	\$715.00	\$8,307.66	\$88,361.00	
KYC Fund		200.18	\$1,530.91	\$0.00	\$0.00	\$2,530.91	
Safety Path		200.16	\$4,757.00	\$0.00	\$0.00	\$4,757.00	
ROOST		200.20	\$0.00	\$10,000.00	\$0.00	\$10,000.00	
<b>Total</b>			\$447,555.40	\$293,559.90	\$341,328.92	\$410,786.38	
NY C.L.A.S.S.		Money Market					
Reserves							
General		201.01	\$2,482,036.87	\$9,994.26	\$0.00	\$0.00	\$2,492,031.13
Highway		201.03	\$1,018,130.15	\$3,831.31	\$0.00	\$80,000.00	\$941,961.46
Library		201.06	\$104,532.56	\$502.75	\$25,000.00	\$5,000.00	\$125,035.31
Water #1		201.07	\$39,865.17	\$160.54	\$0.00	\$0.00	\$40,025.71
Water #2		201.08	\$87,146.05	\$350.89	\$0.00	\$0.00	\$87,496.94
Library		230.06	\$5,228.80	\$21.06	\$0.00	\$0.00	\$5,249.86
Buildings		230.25	\$70,853.66	\$285.30	\$0.00	\$0.00	\$71,138.96
SW#2		230.10	\$73,092.36	\$294.32	\$0.00	\$0.00	\$73,386.68
Highway		230.12	\$2,915.86	\$11.71	\$0.00	\$0.00	\$2,927.57
Shuttle		230.30	\$15,471.72	\$62.29	\$0.00	\$0.00	\$15,534.01
ROOST		230.20	\$190,360.54	\$759.79	\$0.00	\$10,000.00	\$181,120.33
Bike Park		230.20	\$44.20	\$0.25	\$0.00	\$0.00	\$44.45
<b>Total</b>			\$4,089,677.94	\$16,274.47	\$25,000.00	\$95,000.00	\$4,035,952.41

**7/31/2023**

**\$76.57**

Champlain National BALANCE		Enhanced Business Solutions BALANCES	
<b>MULTI FUND</b>			
Balance	\$ 443,832.81	General Fund	0.01 \$94,852.37
Less OS Checks	(\$16,905.61)	Hwy Fund	0.03 \$88,796.17
		Public Library	0.06 \$3,709.50
		Water District SW1	0.07 \$113,629.60
		Water District SW2	0.08 \$121,140.28
Due from 200.18 (KYC) @Bank only (see bach #1563)	\$50.00	KYC Fund	0.18 \$2,530.91
Health Insurance Buyout P/R #15-23 - I only transferred \$330.54 and I should have transferred \$331.24 from MF to T&A	\$ (0.70)	Safety Path	0.16 \$4,757.00
VISA PAYMENT (ERROR)	\$ 2,684.98	ROOST	0.20 \$ 169.08
	\$ 429,661.48		\$429,584.91



Town of Keene Supervisor Report  
July 2023

Champlain National Checking Accounts		Multifund Account					
Fund	Fund Account	Beginning Balance	Revenue	Disbursements	End of Month Balance	End of Month Balance	
General	200.01	\$103,059.12	\$107,723.42	\$115,930.17	\$94,852.37		
Highway	200.03	\$107,850.10	\$66,244.96	\$85,298.89	\$88,796.17		
Library	200.06	\$4,982.71	\$25,998.70	\$27,271.91	\$3,709.50		
Water #1	200.07	\$89,245.54	\$28,880.43	\$4,496.37	\$113,629.60		
Water #2	200.08	\$88,361.00	\$62,407.40	\$29,628.12	\$121,140.28		
KYC Fund	200.18	\$2,530.91	\$0.00	\$0.00	\$2,530.91		
Safety Path	200.16	\$4,757.00	\$0.00	\$0.00	\$4,757.00		
ROOST	200.20	\$0.00	\$15,510.05	\$15,340.97	\$169.08		
<b>Total</b>		\$400,786.38	\$291,254.91	\$262,625.46	\$429,584.91		
NY C.L.A.S.S.		Reserves					
Fund	Fund Account	Beginning Balance	Interest Earned	Deposits	Withdrawals	End of Month Balance	
General	201.01	\$2,492,031.13	\$10,571.00	\$0.00	\$0.00	\$2,502,602.13	
Highway	201.03	\$941,961.46	\$3,934.82	\$0.00	\$40,000.00	\$905,896.28	
Library	201.06	\$125,035.31	\$507.53	\$0.00	\$15,000.00	\$110,542.84	
Water #1	201.07	\$40,025.71	\$169.78	\$0.00	\$0.00	\$40,195.49	
Water #2	201.08	\$87,496.94	\$371.13	\$0.00	\$0.00	\$87,868.07	
Library	230.06	\$5,249.86	\$22.28	\$0.00	\$0.00	\$5,272.14	
Buildings	230.25	\$71,138.96	\$301.79	\$0.00	\$0.00	\$71,440.75	
SW#2	230.10	\$73,386.68	\$311.29	\$0.00	\$0.00	\$73,697.97	
Highway	230.12	\$2,927.57	\$12.41	\$0.00	\$0.00	\$2,939.98	
Shuttle	230.30	\$15,534.01	\$65.91	\$0.00	\$0.00	\$15,599.92	
ROOST	230.20	\$181,120.33	\$759.53	\$0.00	\$5,510.05	\$176,369.81	
Bike Park	230.20	\$44.45	\$0.25	\$0.00	\$0.00	\$44.70	
<b>Total</b>		\$4,035,952.41	\$17,027.72	\$0.00	\$60,510.05	\$3,992,470.08	