

Bi-Monthly Town of Keene Board Meeting  
September 26th, 2023  
5:30 P.M. Town Hall  
Meeting # 15  
Resolutions #220-229

**Board Members Present:** Joe Pete Wilson Supervisor, Robert Biesemeyer  
Deputy Supervisor, Christopher Daly, Dave Deyo, Council Members

**Absent:** Teresa Cheetham-Palen, Council Member

**Town Officials Present:** Dean Smith, Deputy Highway Superintendent, Savana  
Lia Water Superintendent, Anna Whitney Town Clerk

**Town Counsel Present:** None

**Members of the Public:** Donald Smith, Andrew Wadsworth, Lance LeClair,  
David VanSise, Eric Bruce, Tina Preston, Keith Hall

**Call to Meeting to Order** at 5:30 by Joe Pete Wilson

Pledge of Allegiance

**Approval of Minutes:**

**RESOLUTION APPROVING MONTHLY TOWN BOARD MINUTES  
RESOLUTION NUMBER: 220-2023**

**INTRODUCED BY: ROBERT BIESEMAYER WHO MOVED FOR ITS  
ADOPTION SECONDED BY DAVE DEYO**

Mr. Biesemeyer had two things to correct and add to page 5; the first is correcting to methodology, second is an addendum to the September 12<sup>th</sup> meeting to follow at the end of the September 12<sup>th</sup> meeting.

**RESOLVED** that the Monthly Town Board minutes from September 12th, 2023 are accepted and approved.

Duly adopted this 26th day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:** None

**RESOLUTION APPROVING BUDGET WORKSHOP TOWN BOARD  
MINUTES**

**RESOLUTION NO.: 221-2023**

**INTRODUCED BY: CHRISTOPHER DALY WHO MOVED FOR ITS  
ADOPTION SECONDED BY ROBERT BIESEMEYER**

**RESOLVED** that the #1 Budget Workshop Town Board minutes from September 12th, 2023 are accepted and approved.

Duly adopted this 26th day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:** None

**Privilege of the Floor:**

**Old Business:**

- **Water Districts**

- **Lead Pipe Survey**

Mr. Wilson said we are going to be mailing the lead pipe survey out and hoping enough response so we do not have to go into people's homes. We are following what the Department of Health approved for Wilmington.

Ms. Li said please spread the word to get these back and if any questions or unsure how to tell the types of pipes please have them call me.

- **Approve Fire Hydrant Contract**

Mr. Wilson explained we need a motion to approve the fire hydrant contract. We only have Water District #1 still waiting on #2.

**RESOLUTION APPROVING WATER #1 FIRE HYDRANT CONTRACT  
AND GIVING WATER SUPERINTENDENT AUTHORITY TO SIGN  
RESOLUTION NUMBER: 222-2023**

**INTRODUCED BY: ROBERT BIESEMEYER WHO MOVED FOR ITS  
ADOPTION SECONDED BY CHRISTOPHER DALY**

**RESOLVED** that the Town Board approve the Fire Hydrant Contract for Water District #1 and give Water Superintendent Authority to sign is accepted and approved.

Duly adopted this 26th day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:** None

- **Cemetery**

Mr. Wilson reported he received a cemetery request and he will make copies of the letter and give to all council members. We need to start thinking about this because we are going to have a big pool of them with the new cemetery.

Mr. Deyo stated, I think we still should do them case by case as we have in the past. Mr. Wilson then told us Kevin Hall will be starting the survey and putting in the markers. I am just giving a heads up because this is getting close to opening and we will have several requests.

Mr. Smith asked what the criteria is.

Mr. Wilson said we do it case by case, do they have ties here or family here.

**New Business:**

- **Pay Rate Changes**

Mr. Wilson stated we have some current positions and want to make some increases there without upsetting the whole pay structure. I do not want to talk about specific names and people but more general if we are going to make some pay increases how do we do it so it is fair and equitable across the pay scale. I feel we have one position underpaid for the work they are doing so how do we do that without upsetting the pay scale.

**Executive Session: Personnel Issue**

**RESOLUTION FOR THE TOWN BOARD TO ENTER INTO EXECUTIVE SESSION FOR PERSONNEL ISSUE**

**RESOLUTION NUMBER: 223-2023**

**INTRODUCED BY: CHRISTOPHER DALY WHO MOVED FOR ITS ADOPTION SECONDED BY DAVE DEYO**

**RESOLVED**, that the Town Board enter into Executive Session and invite the Deputy Highway Superintendent to discuss personnel issues at 5:42

Duly adopted this 26th day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:** None

**RESOLUTION TO RETURN FROM EXECUTIVE SESSION**

**RESOLUTION NUMBER: 224-2023**

**INTRODUCED BY: CHRISTOPHER DALY WHO MOVED FOR ITS ADOPTION SECONDED BY TERESA CHEETHAM-PALEN**

**RESOLVED** that the Town Board return from executive session at 6:05 no decisions were made, nothing to vote on.

Duly adopted this 26th day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS: None**

**Ongoing Local Law Process:**

- **Update on draft Local Law STR Regulations:**

Mr. Wilson said Liam took some input from board members in executive last time and is revising the draft.

Mr. Biesemeyer stated he didn't think we discussed it in executive.

Mr. Deyo said once we receive this we will talk about it in public session.

Mr. Wilson said yes. This is just a draft that we are waiting on, then we will go over it.

**Budget Resolutions:**

- **Resolution to transfer funds :**

**RESOLUTION TO TRANSFER FUNDS WITHIN THE GENERAL FUND, AND HIGHWAY FUND  
RESOLUTION NUMBER 225:2023  
INTRODUCES BY ROBERT BIESEMAYER WHO MOVED FOR ITS ADOPTION SECONDED BY CHRISTOPHER DALY  
RESOLVED that the Town Board transfer funds within the General Fund and Highway Fund as follows:**

**Within the General Fund:**

\$930.34 **out** of A#019904.01.004.00 Contingency Account  
\$930.34 **into** A#012204.01.004.00 Supervisor CE

\$405.00 **out** of A#014301.01.001.00 Personnel PS  
\$405 **into** A#014304.01.004.00 Personnel CE

\$2,790.76 **out** of A#014902.01.002.00 Public Works EQ  
\$2,790.76 **into** A#014901.01.001.00 Public Works PS

\$1,422.46 **out** of A#019904.01.004.00 Contingency Account  
\$1,422.46 **into** A#016604.01.004.00 Central Supply

\$9.99 **out** of A#030104.01.004.00 Public Safety CE  
\$9.99 **into** A#030102.01.002.00 Public Safety EQ

\$588.72 **out** of A#019904.01.004.00 Contingency

\$588.72 **into** A#033104.01.004.00 Traffic Control CE

\$2,000 **out** of A#019904.01.004.00 Contingency

\$2,000 **into** A#040684.01.004.00 Insect Control

\$32.88 **out** of A#019904.01.004.00 Contingency

\$32.88 **into** A#064104.01.004.00 Publicity CE

\$2,746.76 **out** of A#073104.01.004.00 Youth Programs CE

\$2,746.76 **into** A#073101.01.001.00 Youth Programs PS

\$6.81 **out** of A#073102.01.002.00 Youth Programs EQ

\$6.81 **into** A#073101.01.001.00 Youth Programs PS

\$2,169.29 **out** of A#019904.01.004.00 Contingency

\$2,169.29 **into** A#073101.01.001.00 Youth Programs PS

\$791.73 **out** of A#019904.01.004.00 Contingency

\$791.73 **into** A#074104.01.004.00 Library CE

\$1,500 **out** of A#088102.01.02.00 Cemeteries EQ

\$1,500 **into** A#088101.01.001.00 Cemeteries PS

\$207.31 **out** of A#019904.01.004.00 Contingency

\$207.31 **into** A#088101.01.001.00 Cemeteries PS

**Within the Highway Fund:**

\$5,722.45 **out** of DA#051104.03 General Repairs CE

\$5,722.45 **into** DA#051304.3 Machinery CE

Duly adopted this day 26<sup>th</sup> of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete  
Wilson

**NAYS:** None

- **Resolution to amend the 2023 Budget**

**RESOLUTION TO AMEND 2023 BUDGET  
RESOLUTION NUMBER 226-2023**

**INTRODUCED BY CHRISTOPHER DALY WHO MOVED FOR  
ITS ADOPTION SECONDED BY ROBERT BIESEMEYER  
RESOLVED** that the Town Board increase the General Fund, Highway Fund, and  
SW#2 Fund as follows

**GENERAL FUND**

to increase the Cemetery Contractual Line #088104.01.004.00 by \$20,045.10 to be transferred from unallocated funds. We are currently **(\$20,045.10)** due to the new cemetery work.

To increase the Parks Contractual Line #071104.01.004.00 by \$45,000 to be transferred from unallocated funds. We just paid \$23,500 to Barkeater Trails Alliance for project management – trail design, trail labor, equipment, trail education and mapping. We are expecting a \$12,000 invoice from Barkeater in the future.

**HIGHWAY FUND**

to increase the Highway Machinery Equipment Line DA#51302.3 by \$21,616.13 to be transferred from the Highway Revenue Line (State Aid Emergency Disaster Work) DA#3960.3. The \$21,616.13 is revenue from FEMA from the Halloween storm. The town did not anticipate this revenue and did not budget for it, so it's additional revenue in our budget. The revenue will be used to increase the Machinery Equipment Line DA#51302.3, since there has been significant truck repair bills. The money remaining in the Machinery Equipment Line DA#51302.3 by the end of the year will be used to partially pay for the 5500 truck.

**SW#2 FUND**

To increase the Source Power Pump CE Line SW#2#083204.8 by \$150,000 to be transferred from unallocated funds. We are (\$100,083.54), and this will make the SW#2 #083204.8 line not negative plus give room for other expenses through the rest of the year.

Duly adopted this day 26<sup>th</sup> of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete  
Wilson

**NAYS:** None

**Supervisors Report: June & July 2023**

Mr. Wilson handed out the Supervisors report but they are off \$76.50, asked if we wanted to wait for her to track this down.

Mr. Biesemeyer stated there are people that object that we approve things unless they are right to the penny.

Mr. Deyo said there wasn't anything pressing with this so I think we can wait.

Mr. Wilson said yes we will table these.

**Audit Bills:**

**RESOLUTION TO PAY THE ONLINE BILLS**

**RESOLUTION NUMBER: 227-2023**

**INTRODUCED BY ROBERT BIESEMEYER WHO MOVED FOR ITS  
ADOPTION SECONDED BY CHRISTOPHER DALY**

**RESOLVED** that the Town Board pay the online bills.

Duly adopted this 26<sup>th</sup> day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:**None

**RESOLUTION TO AUDIT THE VOUCHERS 2023-745 THROUGH 2023-  
799**

**RESOLUTION NUMBER: 228-2023**

**INTRODUCED BY ROBERT BIESEMEYER WHO MOVED FOR ITS  
ADOPTION SECONDED BY CHRISTOPHER DALY**

**RESOLVED** that the Town Board approve the following bills and prepaid bills.

Multi-Fund Vouchers numbered 2023-745 through 2023-799 totaling \$168,558.52  
as follows:

General Fund Bills \$57,463.72

Highway Fund Bills \$29,338.72

Water District #1 \$2,045.70

Water District #2 \$79,710.38

Duly adopted this 26<sup>th</sup> day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:** None

Mr. Deyo had one more thing, he asked if we could change the flag out front.

Mr. Wilson stated it was just replaced last week.

Mr. Deyo said he had a few people complain to him and he appreciated it had already been changed.

**Adjourn:**

**RESOLUTION TO ADJOURN**

**RESOLUTION NO.: 229-2023**

**INTRODUCED BY: ROBERT BIESEMEYER WHO MOVED FOR ITS  
ADOPTION SECONDED BY CHRISTOPHER DALY**

**RESOLVED** that the Town Board of Keene has completed all business and  
hereby adjourns the Bi-Monthly Meeting at 6:11 P.M.

Duly adopted this 26th day of September 2023 by the following vote:

**AYES:** Robert Biesemeyer, Christopher Daly, Dave Deyo, Joe Pete Wilson

**NAYS:**None

Anna Whitney  
Town Clerk  
Town of Keene



**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.

*K. Arnold*, Town Clerk/Deputy Town Clerk of the Town of Keene, Essex County, New York, do hereby certify that I have compared the foregoing with the original resolution as listed above adopted at a Bi-Monthly meeting of the Town Board of the Town of Keene held on the 26 day of Sept 2023, at which a quorum was present and that the same is a correct transcript therefrom and of the whole original thereof to date,  
IN WITNESS THEREOF, I have hereto set my hand and the SEAL of said Town of Keene, this 28 day of September, 2023

SEAL

SIGNED: *[Signature]*

Town Clerk/Deputy Town Clerk  
Town of Keene

By: *[Signature]*

Print Name: Keith Wadsworth

Chair, Board of Fire Commissioners

By: *[Signature]*

Print Name: Severance Li

Water District Superintendent