

**AGENDA
TOWN OF FORT EDWARD
PUBLIC HEARINGS &
REGULAR MEETING
JUNE 8, 2026 –6:50 P.M.**

Call to Order.
Pledge of Allegiance

ROLL CALL: Supervisor Fisher
Councilman Suprenant
Councilwoman Mullen
Councilman Middleton
Councilwoman Collier

OTHERS PRESENT:

PUBLIC HEARINGS:

**Public Hearing 6:50 P.M.
Local Law #1 of 2026
Flood Damage Prevention**

TAKE NOTICE that a public hearing will be held by the Town Board of the Town of Fort Edward on Monday, June 8, 2026 at 6:50 p.m. at Town Hall, 118 Broadway, Fort Edward, NY regarding the consideration of a proposed Local Law of the Town of Fort Edward entitled: “A Local Law for Flood Damage Prevention”. Any resident of the Town of Fort Edward is entitled to be heard upon said proposed Local Law at such public hearing. Copies of said proposed Local Law are available for review at the Town of Fort Edward Clerk’s office.

**Public Hearing 6:55 P.M.
2025 MS4**

Notice is hereby given, that the Town Board of the Town of Fort Edward will hold a public hearing on Monday, June 8, 2026 at 6:55 P.M. at Town Hall, 118 Broadway Fort Edward, NY 12828 for the purpose of hearing comments on the 2025 Town of Fort Edward MS4 Annual Report. Interested persons may review the Annual Report on the Town website at: www.fortedward.net

REGULAR MEETING:

APPROVAL OF MINUTES: Minutes of the regular meeting of May 11, 2026.

APPROVAL OF REPORTS: Town Clerk Monthly, Dog Control Officer, Town Justice, Building Inspector, Highway & Supervisor.

APPROVAL OF BILLS:

ABSTRACT #6

GENERAL A –	\$23,368.09
GENERAL B –	\$ 824.22
HIGHWAY –	\$23,006.30
MUNICIPAL –	\$11,081.00
SPECIAL LIGHTING –	\$ 3,309.77
SPECIAL WATER –	\$ 1,974.92
SPECIAL WATER 2 –	\$ 80.00

TOTAL: \$63,644.30

BUSINESS:

- Intermunicipal Dog Agreement

RESOLUTIONS:

CORRESPONDENCE:

- Letter from Amanda Durkee – ESMI/Town Land Use Approval

ADJOURNMENT:

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	11	22.94
			Sub-Total:	\$22.94
DOG FEES	Dog Redemption	A 2544	2	180.00
			Sub-Total:	\$180.00
Dog Licensing	Female, Spayed	A2544	19	209.00
Dog Licensing	Female, Unspayed	A2544	4	68.00
Dog Licensing	Male, Neutered	A2544	18	198.00
Dog Licensing	Male, Unneutered	A2544	4	68.00
			Sub-Total:	\$543.00
MARRIAGE LIC.	MARRIAGE LICENSE FEE	A 1255	2	35.00
			Sub-Total:	\$35.00
MISC. FEES	Certified Copies	A 1603	57	604.00
			Sub-Total:	\$604.00
MISC. FEES	Municipal Search	A 2770	2	100.00
			Sub-Total:	\$100.00
MISC. FEES	Red Landfill Stickers	A 2130	2685	5,370.00
MISC. FEES	Water Rents	SW 2140	6	797.57
			Sub-Total:	\$6,167.57
PERMIT FEES	Building Permits	B 2590	7	5,700.00
			Sub-Total:	\$5,700.00
PLAN & ZONE	Planning Fees	B 2115	1	1,515.75
			Sub-Total:	\$1,515.75
			Total Local Shares Remitted:	\$14,868.26
Amount paid to:	Animal Population Control			61.00
Amount paid to:	NYS Environmental Conservation			392.06
Amount paid to:	State Health Dept. for Marriage Licenses			45.00
Total State, County & Local Revenues:		\$15,366.32	Total Non-Local Revenues:	
			\$498.06	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Aimee Mahoney, Town Clerk, Town of Fort Edward during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

			
Supervisor	Date	Town Clerk	Date

From: 05/01/2026
Washington

To: 05/31/2026
53

DOG LICENSE MONTHLY REPORT
Send Copy To: Animal Population Control

06/01/2026
Aimee Ives
Town Clerk

Town of Fort Edward 06

LICENSE TYPES

AND FEES	Dogs	Krs	Unspay Seniors	Unspayed Statutory Fee (B)	Spayed Statutory Fee (C)	Local Fee (D)	Late Penalty (E)	Spayed Fee (F)	Unspayed Fee (G)
1. Spay/Neuter	37	37	0	NO FEE	@ 0.00	@ 11.00	@ 0.00	@ 1.00	NO FEE
2. Unspay/Unneut	8	8	0	@ 0.00	NO FEE	@ 17.00	@ 0.00	NO FEE	@ 3.00
3. Exemption	0	0	0	NO FEE	NO FEE	NO FEE	NO FEE	@ 0.00	@ 0.00
4. Purebred(1-10)	0	0	0	@ 0.00	@ 0.00	@ 0.00	@ 0.00	@ 0.00	@ 0.00
5. Purebred(11-25)	0	0	0	@ 0.00	@ 0.00	@ 0.00	@ 0.00	@ 0.00	@ 0.00
6. Purebred(26+)	0	0	0	@ 0.00	@ 0.00	@ 0.00	@ 0.00	@ 0.00	@ 0.00
7. TOTALS	45	45	0	\$0.00	\$0.00	\$543.00	\$0.00	\$37.00	\$24.00

REPLACEMENT AND PUREBRED

TAG ORDERS PROCESSED

	# Each	Tag Fees	Tag Fees
8. Replacement Tags	0	0.00	0.00
9. Purebred Tags	0	0.00	0.00
10. TOTALS	0	\$0.00	\$0.00

DISBURSEMENTS (to T.C.V.)

	(to County)	(to Animal Population Control)
12. Local% of 7B + 7C	\$0.00	15. Stat% of 7B + 7C \$0.00
13. Local% of 7D + 7E + 10I	\$543.00	16. Stat% of 10J \$0.00
14. Total	\$543.00	17. Total \$0.00

Amount paid to: County Treasurer for Dog Licenses..... \$0.00

Amount paid to: Animal Population Control..... \$61.00

LICENSE SUMMARY

1. Number of Original Standard Dog Licenses:	7
2. Number of Original Purebred Dog Licenses:	0
3. Number of Standard Renewals (including New Owner Licenses):	38
4. Number of Purebred License Renewals:	0
5. Total of Lines 1-3:	45

June 8, 2026

The Town of Fort Edward Highway employees completed the following tasks for the month May 2026.

- Garbage
- Brush & Leaves
- Painted Pool
- Hauled Winter Sand
- Mowed Roadsides
- Cleaned Beaver Dams
- Got Trucks Ready for Inspection
- Mowed Town Property
- Changed Oil in Trucks
- Put Brakes on Truck #2

Respectfully submitted,

Brian Brockway
Town of Fort Edward
Highway Superintendant

CEO REPORT 5/26

- 5/1 CO search 22 Thomas Ave. 4/26 report.
 - 5/4 Colson warning dropped off. Issued #1619 to Truax for Pole Barn.
 - 5/5 Co search 32 Gated Ave. Burlett framing.ok
 - 5/6 Matte backfill insp. Ok.
 - 5/7 Gillis backfill insp. Ok.
 - 5/8 White framing. Ok.
 - 5/11 Review Laroche.
 - 5/12 Issued #1621 to Colvin. Pool.
 - 5/13 Class all day
 - 5/14 Gillis septic insp. Ok. Penned 2 letters per Sup. Fishers request to condemned property owners. I have done all I can do with these properties.
 - 5/15 Truax slab before pour .ok.
 - 5/18 Issued Laroche #1622 for alterations. Issued Somers solar farm permit.
 - 5/19 CO search 1 williams road.
 - 5/20 Spoke to Amy Broz re: illegal 3 family. Dropped off complaint to old Everetts Rest on Rte. 4.
 - 5/21 Moses insulation insp. Ok
 - 5/26 Sankey framing. Still issues. Real show.
 - 5/27 Weller complaint. Dropped off warning.
 - 5/29 Henley final. Solar insp. Rte 4. Reilly
- *****Received reply by phone re: Condemned Burgoyne Ave. Trailer. Guy says he is buying the property from Rouse and will be “rehabbing the property” We will see.
- ^^^^No reply from Eric Bahr of other condemned and boarded property on 590 Lwr. Oak. I recommend Demo. The town can proceed as it sees fit.
- ^^^^ Amy Broz has converted the old fort miller church into a three unit apartment building without zoning approval or a building permit. The building is totally illegal

and should be closed to occupancy. Will proceed with the FULL participation from the Town.

If any board members have questions about the bullet items above dont hesitate to call my office at 518 746 1118. Leave a message if needed.

Matt



Town of Fort Edward, NY Dog Control **DCO Report May 2026**

I do not contract with WCPH to handle 10 day QT bite reports. I do keep track of all reported bites in the town. Exact names and addresses are not included in DCO reports for privacy reasons. The information is available if it is needed and can be provided by the DCO. Incident reports for anything requiring investigation are available upon request.

EXTRAS

I have been asked to be a speaker and make a presentation on rescue and rehab procedure to assist law enforcement regarding equines in Albany at the Animal Control Officers Conference in Albany this fall. I will attend the rest of the conference sponsored by the Village of Greenwich. www.aconyconference.com

5/1- I picked up a dog found at the crossfit studio and transported it to the kennel.

5/1- I received an email from the village code enforcement officer who got a complaint about a home with supposedly over a dozen dogs living in it. I spoke to the original complainant, who has called in the past, and he informed me there are 2 adult dogs and some puppies. He is concerned that someone would be able to care for that many dogs and he stated the dogs don't seem to have a routine. This leads him to question the care the dogs are getting. There are no other complaints about this home. The caller told me the dogs are not getting loose or causing excessive noise. I explained that welfare checks must go through law enforcement and if he wished to fill out a complaint form with the information needed I would pass it on to them. He did not return a complaint form. I updated code enforcement via email.

5/6- I transported a black and white dog to the kennel that was found on Blackhouse Rd. It is believed the dog was dumped and the suspected owner's information was given to the WCS. This would be a case under Article 26, abandonment of animals. My understanding of the case is that the sheriff's deputy was looking into this.

5/7- It was reported to me that a dog was running loose behind the bowling alley. The owner showed up and took the dog home.

5/11- I received a message from a woman in the trailer park who stated she was having an issue with her neighbor's dog. I called and texted her several times but she did not return my last message and I was not given any solid information from her to work with. She did not answer her phone any time I called her.

5/29- I received a call later in the evening that a dog had been found by the WCS who transported the dog to the kennel. I filled out the proper paperwork and sent it to the clerks and kennel and posted the dog on line. The dog was picked up by its owner the following morning.

Treasurer's Summary Report

Town of Fort Edward

GENERAL FUND

MAY 2026

Cash Account Balances As Follows:

Account No	GENERAL FUND	Prev Month	Current Per
A00.0200.000	Cash in Checking	824,680.83	784,059.74
	Total Balance of Cash Accts:	824,680.83	784,059.74

Account No	Disbursements		Amount
A00.1110.400	Justices/Contract.Exp.		424.27
A00.1220.400	Supervisor/Contract Exp.		285.00
A00.1355.400	Assessors/Contract.Exp.		700.00
A00.1410.400	Clerk/Contractual		86.17
A00.1420.400	Attorney/Contract.Exp.		2,000.00
A00.1620.400	Buildings/Contract.Exp.		10,248.97
A00.1990.400	Contingent/Contract.Exp.		1,295.00
A00.5132.400	Garage/Contract Exp.		1,922.37
A00.5182.400	St.Light-Contractual		230.04
A00.7180.400	Beach & Pool-Contractual		3,246.14
A00.8160.400	Refuse/Garb-Contract.Exp.		2,433.95
A00.8989.404	LEGAL NOTICES		104.23
A00.9060.800	Health Ins.		1,310.85
	Total Disbursements from Fund:		24,286.99

Account No	General Journal Adjustments		Amount
A00.0200.000	Cash in Checking		-16,334.10
A00.0630.000	Due to Other Funds		0.00
A00.1010.100	Board/Pers.Services		1,847.68
A00.1110.100	JUSTICE PERSONNEL		7,085.08
A00.1220.100	Supervisor/Pers.Serv.		3,287.33
A00.1255.000	Clerk Fees		-117.94
A00.1355.100	Assessors/Pers.Serv.		5,000.00
A00.1410.100	Clerk/Pers.Serv.		6,815.38
A00.1603.000	Registrar Fees		-540.00
A00.2130.000	Landfill Tickets		-5,476.00
A00.2410.800	REAL PROPERTY RENT		-4,598.58
A00.2544.000	Dog Licenses		-823.00
A00.2610.000	Fines/Fees & Forfeits		-17,084.50
A00.2770.000	Miscellaneous Revenues		-30.00
A00.3510.100	Control of Dogs-Pers Serv		1,223.00
A00.4020.100	Regis/Vit.Stat-Pers.Serv.		337.70
A00.5010.100	Supt.of Hwy Personnel		5,889.46
A00.7510.100	Historian/Pers.Serv.		138.67
A00.8160.100	Refuse/Garbage-Pers.Serv.		4,188.80
A00.9030.800	Social Security		2,739.70
A00.9060.800	Health Ins.		6,451.32
	Total Adjustments to Fund:		0.00

TOWN OUTSIDE VILLAGE

Cash Account Balances As Follows:

Account No	TOWN OUTSIDE VILLAGE	Prev Month	Current Per
B00.0200.000	CASH ACCOUNT	62,809.00	59,406.67
	Total Balance of Cash Accts:	62,809.00	59,406.67

Account No	Disbursements		Amount
B00.3620.400	Bldg Inspect-Contractual		100.05
B00.8020.400	Planning/Contract.Exp.		1,007.00

Treasurer's Summary Report

Town of Fort Edward

Total Disbursements from Fund: 1,107.05

Account No	General Journal Adjustments	Amount
B00.0200.000	CASH ACCOUNT	-2,295.28
B00.0630.000	Due to Other Funds	0.00
B00.2110.000	Zoning Fees	-978.50
B00.2590.000	Permits	-200.00
B00.3620.100	Bldg Inspect-Personnel	2,398.24
B00.8010.100	Zoning/Pers.Serv.	1,344.14
B00.8020.100	Planning/Pers.Serv.	420.00
B00.8020.400	Planning/Contract.Exp.	-1,007.00
B00.9030.800	Social Security	318.40
Total Adjustments to Fund:		<u>0.00</u>

HIGHWAY FUND - OUTSIDE VILLAGE

Cash Account Balances As Follows:

Account No	HIGHWAY FUND - OUTSIDE VILLAGE	Prev Month	Current Per
DB0.0200.000	Cash Account	460,998.63	414,832.69
Total Balance of Cash Accts:		<u>460,998.63</u>	<u>414,832.69</u>

Account No	Disbursements	Amount
DB0.5110.400	Gen.Repairs/Contract.Exp.	1,118.25
DB0.5130.400	Machinery-Contractual	7,281.45
DB0.5140.400	Misc-Contractual	5,054.08
DB0.5142.400	Snow Removal-Contractual	1,000.00
Total Disbursements from Fund:		<u>14,453.78</u>

Account No	General Journal Adjustments	Amount
DB0.0200.000	Cash Account	-31,712.16
DB0.0630.000	Due to Other Funds	0.00
DB0.5110.100	Gen.Repairs/Personnel	22,881.30
DB0.9030.800	Social Security	1,750.45
DB0.9060.800	Health Insurance	7,080.41
Total Adjustments to Fund:		<u>0.00</u>

Parks + Rec

Cash Account Balances As Follows:

Account No	HIGHWAY FUND - OUTSIDE VILLAGE	Prev Month	Current Per
H21.0200.000	CASH	5,300.00	5,300.00
Total Balance of Cash Accts:		<u>5,300.00</u>	<u>5,300.00</u>

CDPHP HIGH Ded

Cash Account Balances As Follows:

Account No	HIGHWAY FUND - OUTSIDE VILLAGE	Prev Month	Current Per
H90.0200.000	CASH	14,845.55	14,845.55
Total Balance of Cash Accts:		<u>14,845.55</u>	<u>14,845.55</u>

MUNICIPAL

Cash Account Balances As Follows:

Account No	MUNICIPAL	Prev Month	Current Per

Treasurer's Summary Report

Town of Fort Edward

J00.0200.000	Cash Account	10,768.67	7,586.50
	Total Balance of Cash Accts:	10,768.67	7,586.50

Account No	Disbursements		Amount
J00.1620.400	Buildings Contractual		3,182.17
	Total Disbursements from Fund:		3,182.17

SPECIAL LIGHTING

Cash Account Balances As Follows:

Account No	SPECIAL LIGHTING	Prev Month	Current Per
SL0.0200.000	Cash Account	32,096.35	28,857.68
	Total Balance of Cash Accts:	32,096.35	28,857.68
Account No	Disbursements		Amount
SL0.5182.400	Street Lighting-Cont.		3,238.67
	Total Disbursements from Fund:		3,238.67

SPECIAL WATER

Cash Account Balances As Follows:

Account No	SPECIAL WATER	Prev Month	Current Per
SW0.0200.000	Cash Account	184,047.35	183,165.73
	Total Balance of Cash Accts:	184,047.35	183,165.73
Account No	Disbursements		Amount
SW0.8320.400	Water-Contractual		464.26
	Total Disbursements from Fund:		464.26
Account No	General Journal Adjustments		Amount
SW0.0200.000	Cash Account		-417.36
SW0.0630.000	Due to Other Funds		0.00
SW0.8320.100	Water Personnel		387.70
SW0.9030.800	Social Security		29.66
	Total Adjustments to Fund:		0.00

SPECIAL WATER DISTRICT 2

Cash Account Balances As Follows:

Account No	SPECIAL WATER DISTRICT 2	Prev Month	Current Per
SW2.0200.000	CASH	67,593.29	71,246.60
	Total Balance of Cash Accts:	67,593.29	71,246.60
Account No	Disbursements		Amount
SW2.8320.400	WATER- CONTRACTUAL		51.41
	Total Disbursements from Fund:		51.41
Account No	General Journal Adjustments		Amount
SW2.0200.000	CASH		3,704.72
SW2.0630.000	DUE TO OTHER FUNDS		0.00
SW2.2140.000	METERED SALES		-3,870.34

Treasurer's Summary Report

Town of Fort Edward

SW2.8320.100	WATER- PERSONNEL	153.84
SW2.9030.800	SOCIAL SECURITY	11.78
	Total Adjustments to Fund:	0.00

TRUST AND AGENCY

Cash Account Balances As Follows:

Account No	TRUST AND AGENCY	Prev Month	Current Per
T00.0200.000	Cash Account	48,277.06	47,206.53
	Total Balance of Cash Accts:	48,277.06	47,206.53

Account No	General Journal Adjustments	Amount
T00.0017.000	DEFERRED COMPENSATION	0.00
T00.0018.000	State Retirement	471.94
T00.0020.000	CDPHP	225.99
T00.0020.100	AFLAC	372.60
T00.0021.000	State Income Tax	0.00
T00.0022.000	Federal Income Tax	0.00
T00.0026.000	Social Security	0.00
T00.0085.000	Payroll Savings	0.00
T00.0200.000	Cash Account	-1,070.53
T00.0391.000	Due from Other Funds	0.00
	Total Adjustments to Fund:	0.00

Statement of Expenditures, Encumbrances & Appropriations

Town of Fort Edward

For Period Ending 01/31/2026

Selecting on FUND equals A00 (- A00) to FUND equals A00 (- A00)

ACCOUNT	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A00.8810.400							
Cemeteries/Contract.Exp.	11,000.00	11,000.00	10,507.98	10,507.98		492.02	95.53
A00.8989.400							
COMMUNITY/NEWSLETTER	1,000.00	1,000.00				1,000.00	
A00.8989.404							
LEGAL NOTICES	1,200.00	1,200.00	91.92	91.92		1,108.08	7.66
A00.9010.800							
State Retirement	52,000.00	52,000.00				52,000.00	
A00.9030.800							
Social Security	40,000.00	40,000.00	2,823.57	2,823.57		37,176.43	7.06
A00.9055.800							
Disability	300.00	300.00	40.32	40.32		259.68	13.44
A00.9060.800							
Health Ins.	100,000.00	100,000.00	5,769.00	5,769.00		94,231.00	5.77
Report totals	1,094,014.00	1,094,014.00	149,985.24	149,985.24		944,028.76	13.71

INTER MUNICIPAL AGREEMENT PROVIDING
COOPERATIVE DOG CONTROL SERVICES

THIS AGREEMENT, made and entered into this ___day of _____, 2026 by and between the Town of Kingsbury, a municipal subdivision of the State of New York situate in Washington County, New York with an address of 6 Michigan Street, Hudson Falls, New York 12839 (hereinafter referred to as “Kingsbury”), the Town of Greenwich, a municipal subdivision situate in Washington County, with an address of 2 Academy Street, Greenwich, New York 12834 (hereinafter referred to as “Greenwich”), the Town of Fort Ann, a municipal subdivision situate in Washington County, with an address of 80 George Street, Fort Ann, New York 12827 (hereinafter referred to as “Fort Ann”)and the Town of Fort Edward, a municipal subdivision of the State of New York situate in Washington County, New York, with an address of 100 Broadway, Fort Edward, New York 12828 (hereinafter referred to as “Fort Edward”).

WITNESSETH:

WHEREAS, the parties to this Agreement currently employ the same person to serve as the Dog Control Officer for the respective municipalities, and

WHEREAS, each party individually implements and enforces the applicable provisions of the Agriculture and Markets Law pertaining to dogs as well as applicable provisions under their respective Town Codes and has an ongoing responsibility to provide dog control in their respective municipalities, and

WHEREAS, Kingsbury has the requisite equipment and vehicle necessary to perform the duties of Dog Control Officer, and

WHEREAS, the Dog Control Officer in addition to serving the Town of Kingsbury, also serves the Towns of Greenwich, Fort Ann, and Fort Edward; and

WHEREAS, to avoid the unnecessary duplication of equipment and resources the parties are desirous of contracting with each other for the purpose of sharing such resources with each other to ensure the efficient enforcement of the Agriculture and Markets Law pertaining to dogs as well as applicable provisions under their respective Town Codes.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Town of Kingsbury, the Town of Fort Ann, the Town of Greenwich, and the Town of Fort Ann do hereby agree as follows:

1. TERM OF AGREEMENT: The term of this agreement shall be from January 1, 2026 through December 31, 2026 and shall automatically renew for an additional one (1) year term unless any party terminates in writing and provides written notices as per this Agreement.

2. CHARGES FOR USE OF VEHICLE AND EQUIPMENT: Each municipality shall pay Kingsbury on a per mile rate for any miles travelled by the Dog Control Officer under their official duties for the respective municipalities. The per mile rate shall be defined as the current business standard mileage rate set by the Internal Revenue Service. These payments shall be submitted monthly to the Town of Kingsbury.

3. LOG FOR MILES SPENT: The Dog Control Officer shall be afforded with the responsibility of keeping track of their mileage while performing their duties as Dog Control Officer in the Towns of Fort Ann, Greenwich, and Fort Edward. The Dog Control Officer shall submit their mileage to their respective Town Clerk respectively at the end of each month for calculation and payment to the Town of Kingsbury.

4. TOWN'S RIGHT TO TERMINATE: Any party shall have the right to cease performing or terminate this Agreement if the other Town refuses to comply with all applicable laws or ordinances or is guilty of a substantial violation of any provision of this contract. The Town, without prejudice to any other rights or remedy it may have may have, may by thirty (30) days written notice of the other Town, terminate this Agreement.

5. MAINTENANCE OF THE VEHICLE: The Town of Kingsbury shall be responsible for the maintenance of the Van, including but not limited to oil changes, general routine maintenance and repairs.

6. INSURANCE: The Town of Kingsbury shall be solely responsible for keeping the vehicle insured in accordance with the requirements of the New York State Vehicle and Traffic Law through the term of this Agreement with respect to any vehicle which may be subject to this Agreement. The Town of Kingsbury shall maintain Vehicle Liability Insurance on the vehicle and shall name the Town of Fort Edward, the Town of Greenwich, and the Town of Fort Ann as additional insured(s). The Towns of Fort Ann, Greenwich, and Fort Edward shall each name the Town of Kingsbury on their general liability insurance policy.

Proof of insurance shall be provided to the Town Clerk of the other Town upon signing of this Agreement. Both Towns shall be responsible to renew such policy each for the life of this Agreement and shall continue to provide copies of renewals to the other Town immediately upon receipt of the same.

7. INDEMNIFICATION: The Town of Fort Edward agrees to defend, indemnify and save the Towns of Fort Ann, Kingsbury, and Greenwich, its officers, agents and employees, harmless from any and all liability imposed on the Town of Fort Edward, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under the scope of their employment and using the vehicle to perform official business for the Town of Fort Edward.

The Town of Greenwich agrees to defend, indemnify and save the Towns of Fort Edward, Fort Ann, and Kingsbury, its officers, agents and employees, harmless from any and all liability imposed on the Town of Greenwich, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under the scope of their employment and using the vehicle to perform official business for the Greenwich.

The Town of Fort Ann agrees to defend, indemnify and save the Towns of Fort Edward, Greenwich, and Kingsbury, its officers, agents and employees, harmless from any and all liability imposed on the Town of Fort Ann, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under the scope of their employment and using the vehicle to perform official business for the Fort Ann.

The Town of Kingsbury agrees to defend, indemnify and save the Towns of Fort Ann, Greenwich, and Fort Edward, its officers, agents and employees, harmless from any and all liability imposed on the Town of Kingsbury, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under the scope of employment and using the vehicle to perform official business for the Town of Kingsbury.

8. NOTICES: Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing to either party hereto:

TO THE TOWN OF
FORT ANN: Town of Fort Ann
 Attn: Supervisor
 80 George Street
 Fort Ann, NY 12827

TO THE TOWN OF
GREENWICH: Town of Greenwich
 Attn: Supervisor
 2 Academy Street
 Greenwich, NY 12834

TO THE TOWN OF
FORT EDWARD: Town of Fort Edward
 Attn: Supervisor
 118 Broadway
 P.O. Box 127
 Fort Edward, NY 12828

TO THE TOWN OF
KINGSBURY Town of Kingsbury
 Attn: Supervisor
 6 Michigan Street
 Hudson Falls, NY 12839

9. WAIVER: No waiver or any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

10. AMENDMENTS: this Agreement constitutes the complete understanding of the parties. No amendment of any provision thereof shall be valid unless in writing and signed by both parties.

11. GOVERNING LAW: This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused their corporate seal to be affixed hereto and these presents to be signed the Supervisor, duly authorized to do so, and be attested the Town Clerk, to have signed this Agreement the day and year written below.

TOWN OF KINGSBURY

Dated: _____

BY: _____
Dana Hogan, Supervisor

Attest:

Billy Jo MacDuff, Town Clerk

TOWN OF FORT ANN

Dated: _____

BY: _____
Samuel J. Hall, Supervisor

Attest:

Miranda Herringshaw, Town Clerk

TOWN OF GREENWICH

Dated: _____

BY: _____
Jim Mumby, Supervisor

Attest:

Deb Tjarks, Town Clerk

TOWN OF FORT EDWARD

Dated: _____

BY: _____
Timothy Fisher, Supervisor

Attest:

Aimee Ives, Town Clerk

May 28, 2026

Town of Fort Edward
Town Board, Planning Board, and Code Enforcement Officer
118 Broadway
Fort Edward, NY 12828

Re: Concern Regarding ESMI/Clean Earth Operations and Potential Lack of Required Town Land Use Approvals

Dear Members of the Fort Edward Town Board, Planning Board, and Code Enforcement Officer:

I am writing as a concerned resident of the Town of Fort Edward regarding the operations conducted by ESMI, a Clean Earth Company, on property located within the Town's jurisdiction. It is my understanding that a portion of the company's operations may be occurring on Town land without an approved land use permit or other required local approvals.

Given the nature and scale of the operations involved, I believe it is important for the Town to ensure full compliance with all applicable zoning, land use, and permitting requirements before any continued or expanded use takes place. Residents deserve transparency and assurance that all applicable environmental, safety, and land use standards are being properly reviewed and enforced.

I understand this matter has previously been discussed before the Town Board and that it was stated a land use permit is unnecessary because the material being stored consisted only of "clean soil." However, information discussed during the Village of Fort Edward Zoning Board of Appeals code determination proceedings raises questions regarding characterization of the material involved. Testimony and statements made during those proceedings referenced materials other than soil, including paper sludge and sewage sludge. In addition, material stored on Town property was described during those proceedings as "post-processed material," indicating it has undergone processing activity at the facility.

For these reasons, I respectfully request that the Town obtain and review the transcripts from the two Village ZBA meetings held on April 14, 2026 and May 21, 26 so that Town officials may directly review the information discussed during those proceedings. I further request that the Town investigate whether all required permits and approvals have been obtained for activities occurring within Town boundaries, including the storage of post-processed material. If any required approvals are lacking, I respectfully ask that the Town require the appropriate permitting and review process to be completed before activities continue on those parcels.

This matter is of significant public interest, particularly for nearby residents concerned about potential environmental impacts, public health considerations, property values, and long-term land use planning within our community.

I understand that the sale of Clean Earth to Veolia is reportedly expected to close on June 1, 2026. Accordingly, I am submitting this request prior to the completion of that transaction so that these concerns are formally placed on the record beforehand.

Thank you for your attention to this matter and for your continued service to the residents of Fort Edward. I appreciate your consideration and look forward to the Town addressing these concerns in a transparent and responsible manner.

Sincerely,

A handwritten signature in cursive script that reads "Amanda G. Durkee". The signature is written in black ink and is positioned below the word "Sincerely,".

Amanda G. Durkee
24 Seminary Street
Fort Edward, NY 12828
(518) 321-5000
agd52779@gmail.com