



Town of Brunswick

Rensselaer County, New York



Regular Town Board Meeting

Agenda

July 10th, 2025

www.townofbrunswick.org



Elected Officials

Supervisor: Philip H. Herrington

Council Members:

James Sullivan Gordon Christian

Mark Balistreri Mark Cipperly

Town Clerk: Rebecca Del Gaizo

Receiver of Taxes: Jayne Tarbox

Town Justices:

Terrance Buchanan

Gary Gordon

Call to Order *Hon. Philip H. Herrington Presiding*

Salute to the Flag

Public Hearing 7:00 PM:

**PROPOSED FRANCHISE AGREEMENT BETWEEN THE TOWN AND
SPECTRUM NORTHEAST, LLC, A SUBSIDIARY OF CHARTER
COMMUNICATIONS, INC., ON A PROPOSED FRANCHISE AGREEMENT
FOR CABLE TELEVISION SERVICE**

Public Hearing 7:05 PM:

**PETITION SEEKING EXTENSION OF TOWN OF BRUNSWICK
CONSOLIDATED WATER DISTRICT**

Public Hearing 7:10 PM:

**PETITION FOR ESTABLISHMENT OF THE BRUNSWICK ACRES
SUBDIVISION BRUNSWICK DRAINAGE DISTRICT**

Business Meeting

Minutes of previous minutes

Regular Town Board: June 12, 2025

Reports by Elected Officials and Department Heads:

Town Clerk (*Rebecca Del Gaizo*)

Highway Department (*Mike Bayly*)

Water Department (*Bill Bradley*)

Superintendent of Utilities & Inspection (*Kevin Mainello*)

Town Historian (*Tracy Broderick*)

Recycling Coordinator (*Tom Engster*)

Brunswick Community Library (*Sara Hopkins*)

Resolutions 55-56

Correspondence

Old Business

New Business

Warrants

Comments from Visitors

(Please proceed to podium and clearly state name and street name.)

Adjournment

TOWN BOARD
TOWN OF BRUNSWICK
Regular Meeting

July 10, 2025

FILED RESOLUTIONS

Number	Title
55-25	RESOLUTION AND ORDER ESTABLISHING EXTENSION OF TOWN OF BRUNSWICK CONSOLIDATED WATER DISTRICT
56-25	RESOLUTION AND ORDER ESTABLISHING BRUNSWICK ACRES SUBDIVISION BRUNSWICK DRAINAGE DISTRICT

RESOLUTION NO. 47, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
June 12, 2025**

**RESOLUTION SCHEDULING A PUBLIC HEARING ON A PROPOSED
FRANCHISE AGREEMENT BETWEEN THE TOWN AND SPECTRUM
NORTHEAST, LLC, A SUBSIDIARY OF CHARTER COMMUNICATIONS,
INC., ON A PROPOSED FRANCHISE AGREEMENT FOR CABLE
TELEVISION SERVICE**

WHEREAS, the Town of Brunswick previously entered into a certain Franchise Agreement to provide cable television services with Time Warner Cable Northeast, LLC d/b/a Time Warner Cable, by Resolution dated October 9, 2014; and

WHEREAS, since the execution of that Franchise Agreement, Time Warner merged with Charter Communication, Inc., and cable service has been provided by Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc., which is continuing to provide cable service to Brunswick residents at this time; and

WHEREAS, Spectrum Northeast, LLC has proposed a new Franchise Agreement, setting forth proposed terms and conditions for future cable service within the Town; and

WHEREAS, a public hearing is required before Town Board action on the proposal;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Brunswick shall hold a public hearing on July 10, 2025, at 7:00 p.m., at the Brunswick Town Office, 336 Town Office Road in the Town, to receive public comment and input relating to said proposed agreement; and it is further

RESOLVED, that the Town Clerk shall post and publish the required notice of this public hearing, and maintain a copy of the proposed agreement in her office for review by the public.

The foregoing Resolution, offered by Supervisor Herrington and seconded by Councilman Sullivan, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Brunswick, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein:

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
"Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the area described in subsection 6.1 herein.
- K. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- L. "State" shall mean the State of New York.
- M. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *(five) percent (5 %)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a *quarterly* basis, within forty-five (45) days of the close of each *calendar quarter*. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Phil Herrington
Town Supervisor
336 Town Office Road Troy,

New York, 12180

Email: Pherrington@townofbrunswick.org

Grantee: Sam Parker
Director, Government Affairs
Charter Communications
20 Century Hill Drive
Latham, NY 12110

Email: Samuel.Parker@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination

by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Supervisor Phil Herrington

Signature:_____

Name/Title:_____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC. By Its Manager, Charter Communications, Inc.

Signature:_____

Name/Title:_____

Town Board
TOWN OF BRUNSWICK
336 Town Office Road
Troy, New York 12180

**NOTICE OF PUBLIC HEARING
PETITION SEEKING EXTENSION OF TOWN OF
BRUNSWICK CONSOLIDATED WATER DISTRICT**

PLEASE TAKE NOTICE that the Town Board of the Town of Brunswick will hold a Public Hearing on a Petition seeking the extension of the Town of Brunswick Water District known as and referred to as the Brunswick Consolidated District. The hearing will be held on Thursday, July 10, 2025, at 7:05 p.m., at the Brunswick Town Hall, 336 Town Office Road, Troy, New York. All interested persons in this matter will have an opportunity to be heard at that time and place.

PLEASE TAKE FURTHER NOTICE OF THE FOLLOWING:

The Petition and a Map, Plan and Report, last revised June 4, 2025, has been accepted by the Brunswick Town Board and is on file in the Brunswick Town Clerk's Office and available for public inspection at the Town Clerk's Office during regular business hours. The Map, Plan and Report sets forth the description of the boundaries of the proposed extension of the Brunswick Consolidated District, a description of the proposed improvements, a general plan to serve the proposed extension to the Water District, a report on the proposed method of operation thereof, and the annual estimated operation and maintenance costs to the typical property in the proposed district area.

The proposed district area is bounded and described as set forth in Schedule A attached hereto.

DATED: June 17, 2025
Brunswick, New York

TOWN OF BRUNSWICK TOWN BOARD
By: Phil Herrington, Supervisor

Town Board
TOWN OF BRUNSWICK
336 Town Office Road
Troy, New York 12180

**NOTICE OF PUBLIC HEARING
PETITION FOR ESTABLISHMENT OF THE BRUNSWICK
ACRES SUBDIVISION BRUNSWICK DRAINAGE DISTRICT**

PLEASE TAKE NOTICE that the Town Board of the Town of Brunswick will hold a Public Hearing on a Petition seeking the establishment of a Drainage District to be known as the Brunswick Acres Subdivision Brunswick Drainage District. The hearing will be held on Thursday, July 10, 2025, at 7:10 p.m., at the Brunswick Town Hall, 336 Town Office Road, Troy, New York. All interested persons in this matter will have an opportunity to be heard at that time and place.

PLEASE TAKE FURTHER NOTICE OF THE FOLLOWING:

The Petition and a Map, Plan and Report, last revised June 11, 2025, has been accepted by the Brunswick Town Board and is on file in the Brunswick Town Clerk's Office and available for public inspection at the Town Clerk's Office during regular business hours. The Map, Plan and Report sets forth the description of the boundaries of the proposed Drainage District, a description of the proposed improvements, a general plan to serve the proposed Drainage District, a report on the proposed method of operation thereof, and the estimated first year operation and maintenance costs to the typical property in the proposed district area.

The proposed district area is bounded and described as set forth in Schedule A attached hereto.

DATED: June 17, 2025
Brunswick, New York

TOWN OF BRUNSWICK TOWN BOARD
By: Phil Herrington, Supervisor

TOWN OF BRUNSWICK
REGULAR TOWN BOARD MEETING
June 12, 2025 7:00 P.M.
TOWN HALL

Board Members Present: Supervisor Herrington, Councilman Cipperly, Councilman Christian, Councilman Balistreri, and Councilman Sullivan.

Also Present: Town Attorney, Thomas Cioffi and Town Clerk, Rebecca Del Gaizo.

Supervisor Herrington called the meeting to order at 7:01 p.m.

All joined in with the salute to the flag.

PUBLIC HEARING: 180 McChesney Avenue Unsafe and Dangerous Structure

No public comments were received.

BUSINESS MEETING:

MINUTES OF THE PREVIOUS MEETING:

This agenda item was not discussed.

REPORTS:

Town Clerk: Rebecca Del Gaizo

Ms. Del Gaizo gave the report for the month of May. \$68,618.83 will be remitted to the Supervisor's office. Rounding numbers, recycling fees accounted for \$3,880.00, Community Center and Pavilion rental fees for \$1,225.00, Dog License fees for \$256.00 and \$63,257.83 in miscellaneous fees making up the balance. The Community Center had 5 new reservations and the pavilion had 3 events scheduled. Our share of \$1,347.21 in DEC sales was \$78.79. Ms. Del Gaizo attended the Rensselaer County Municipal Clerks Association quarterly meeting in Averill Park on June 2, 2025. The meeting featured guest speaker Bob Guyer, Animal Control Officer for the Towns of Sand Lake, East Greenbush, and Poestenkill. He spoke about the increasing issue of abandoned dogs in our communities, and the important role clerks play in managing the issue. She attended a NYS Archives webinar related to managing municipal records more effectively. On May 31, 2025, Ms. Del Gaizo attended the memorial service for community member Jennifer Mann and read a passage from Leviticus 19:11-18 reflecting themes of integrity, justice, and love of one's neighbors. Motion to accept the report was made by Councilman Balistreri and seconded by Councilman Sullivan. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Highway Superintendent: Michael Bayly

Mr. Bayly gave the report for the month of May. Work included: patching; recycle pulls; shop work; roadside mowing; building new stairs at the Town Beach; work at the Town Beach; installing military banners; ditching; picking up brush; sweeping roads; crack sealing; checking ditches; and catch basin repairs. Motion to accept the report was made by Councilman Christian and seconded by Councilman Sullivan. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Water & Sewer: Bill Bradley

Mr. Bradley gave the report for the month of May. Mr. Bradley discussed the progress at the Vanderheyden Dam. He said the new highway box culvert is in place and after meeting with the Rensselaer County Highway Department to review changes to the road profile, they will proceed with the culvert headwalls and reconstruct the road bed. The reopening of North Lake Avenue may be delayed due to weather. Mr. Bradley also mentioned a new sewer lift station has been ordered for the Walmart station. He said there are resolutions on the agenda for acceptance of the Water and Sewer Maintenance Roll and for amending the Water and Sewer Maintenance Roll. Two additional resolutions on the agenda pertain to the Brunswick Acres Development off of NY Route 2. The resolutions would establish a drainage district and a water district extension. Public hearings will follow acceptance of the resolutions. Mr. Bradley continued with the Marie's Muse project taking place at Mohawk Avenue and Hoosick Road. He said half of the buildings have been demolished and a high-water table has been observed, which may impact storm water design. A motion to accept the report was made by Supervisor Herrington and seconded by Councilman Christian. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Code Enforcement: Kevin Mainello

Mr. Mainello gave the report for the month of May. The report showed \$11,457.50 was collected for Building Permits and Zoning and Planning Board Fees. 29 building permits were issued or renewed, 52 building/property inspections were performed and active permits totaled 383. The department had 0 code call outs, 5 code complaints, 4 code complaint inspections, 0 follow up complaint inspections and 1 fire inspection. 0 additional vacant/abandoned properties were identified. There are 10 Planning Board projects open or approved and 7 with the Zoning Board. 9 FOIL requests were received as well as zoning inquiries. Motion to accept the report was made by Councilman Christian and seconded by Councilman Balistreri. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Town Historian: Tracy Broderick

Ms. Broderick reported on her ongoing project documenting Brunswick veterans. She is seeking stories and memorabilia for a future exhibit honoring their service and sacrifice. If anyone has any information related to Brunswick veterans, they are asked to reach out to Ms. Broderick at 518-279-3461 extension 100 or tbroderick@townofbrunswick.org. Motion to accept the report was made by Councilman Cipperly and seconded by Councilman Balistreri. Unanimously approved. No report has been filed with the clerk's office.

Recycling Coordinator: Thomas Engster

Mr. Engster gave his report for the month of May. Revenues totaled \$4,329.11 and expenses \$3,912.11. 39.37 tons of materials were recycled and landfilled. Motion to accept the report was made by Councilman Christian and seconded by Councilman Sullivan. Unanimously approved. A copy of the report is on file in the Town Clerk's Office.

Community Library: Sara Hopkins, Library Director and Therese Goyette, Library Board Trustee

Ms. Hopkins congratulated Alix Duggan, Library Board President, for winning Upper Hudson Library System Board Trustee of the Year for 2024. Ms. Hopkins also thanked Gavin Landscaping for donating 2 more fruit trees to the library's community garden. Last year a bench was donated in memory of Thomas Mahoney and this year, the Brunswick Democratic Committee donated a bench to honor Jennifer Mann's life, along with a community garden. Ms.

Hopkins also mentioned a buddy bench was donated to the library from Sammie's Buddy Bench Project and Polywood to help cultivate friendships and promote sustainable thinking in schools and the community. Ms. Hopkins gave an update regarding a recent "ask" letter that was sent to patrons seeking donations for much needed repairs at the library. She said the air conditioning has been repaired and they are working towards fixing the electronic sign and necessary septic upgrades. The annual Summer Reading Program begins June 30, 2025.

Ms. Hopkins presented the report for the month of May. Last month, there were 3,438 physical checkouts, 2,573 walk in visitors, 3,410 digital checkouts, 167 Wi-Fi users (19/day average), assisted with 97 technical usages and 347 reference questions were addressed. 927 people participated in various programs, and 19 passports were processed. Motion to accept the report was made by Councilman Christian and seconded by Councilman Balistreri. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

PUBLIC HEARING: 180 McChesney Avenue Unsafe and Dangerous Structure

The Notice of Public Hearing and Resolution 39-2025 were personally served to the owner of 180 McChesney Avenue, Gretchen Eddy on May 27, 2025. The notice was also affixed to the building, and a copy of the notice was mailed to Ms. Eddy's mailing address via USPS First Class and Certified Mail-Return Receipt. Ms. Eddy was present and confirmed plans to demolish the structure, retain the foundation, and keep electricity via National Grid. Work is expected to begin within two weeks. Mr. Mainello verified insurance coordination. The Board accepted the proposed demolition timeline and encouraged Ms. Eddy to secure necessary permits.

RESOLUTIONS

RESOLUTION NO. 46, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
June 12, 2025**

**RESOLUTION AUTHORIZING THE TOWN OF BRUNSWICK
TO PARTICIPATE IN THE NYCLASS PROGRAM UNDER THE
TERMS OF NYCLASS MUNICIPAL COOPERATION AGREEMENT**

WHEREAS, the General Municipal Law of the State of New York Section 119-o, empowers New York State municipalities, including towns, to enter into, amend, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Town of Brunswick, pursuant to this authority, has invested certain town funds in the New York Liquid Asset Fund ("NYLAF"), which has provided satisfactory investment services; and

WHEREAS, PMA Financial Network, LLC, the investment advisor to NYLAF, has completed a merger with Public Trust Advisors, the current investment advisor for the New York Cooperative Liquid Assets Security System (NYCLASS); and

WHEREAS, the Board of Directors of NYLAF and NYCLASS have agreed to merge their cooperative programs, relating to handling investments for municipalities; and

WHEREAS, NYLAF will become part of NYCLASS as of July 1, 2025; and

WHEREAS, the Town of Brunswick desires to continue to use this combined firm to invest town funds on a short term basis;

WHEREAS, the Town of Brunswick has previously used NYLAF to invest unused town funds in a manner that provides the greatest return to the town, providing an alternative to the interest rate paid by the town's other depositor bank; and

NOW THEREFORE, BE IT

RESOLVED, that Phillip Herrington, Supervisor of the Town of Brunswick, is hereby authorized on behalf of the Town to participate in the NYCLASS program under the terms of the NYCLASS Municipal Cooperation Agreement as amended and restated on August 1, 2023.

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION NO. 47, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
June 12, 2025**

RESOLUTION SCHEDULING A PUBLIC HEARING ON A PROPOSED FRANCHISE AGREEMENT BETWEEN THE TOWN AND SPECTRUM NORTHEAST, LLC, A SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ON A PROPOSED FRANCHISE AGREEMENT FOR CABLE TELEVISION SERVICE

WHEREAS, the Town of Brunswick previously entered into a certain Franchise Agreement to provide cable television services with Time Warner Cable Northeast, LLC d/b/a Time Warner Cable, by Resolution dated October 9, 2014; and

WHEREAS, since the execution of that Franchise Agreement, Time Warner merged with Charter Communication, Inc., and cable service has been provided by Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc., which is continuing to provide cable service to Brunswick residents at this time; and

WHEREAS, Spectrum Northeast, LLC has proposed a new Franchise Agreement, setting forth proposed terms and conditions for future cable service within the Town; and

WHEREAS, a public hearing is required before Town Board action on the proposal;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Brunswick shall hold a public hearing on July 10, 2025, at 7:00 p.m., at the Brunswick Town Office, 336 Town Office Road in the Town, to receive public comment and input relating to said proposed agreement; and it is further

RESOLVED, that the Town Clerk shall post and publish the required notice of this public hearing, and maintain a copy of the proposed agreement in her office for review by the public.

The foregoing Resolution, offered by Supervisor Herrington and seconded by Councilman Sullivan, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION NO. 48, 2025

**TOWN OF BRUNSWICK
REGULAR METING**

June 12, 2025

RESOLUTION ADOPTING 2025 TOWN HIGHWAY PLAN

WHEREAS, there are funds allocated in the Adopted 2025 Annual Budget of the Town of Brunswick for highway repair, reconstruction, and maintenance; and

WHEREAS, the Town Highway Superintendent, in conjunction with the Supervisor, having prepared a proposed 2025 Highway Plan of the Town of Brunswick setting forth, in detail, the specific roads to be substantially reconstructed, repaired and/or resurfaced, and other highway work to be accomplished this year, as set forth in the annexed Schedule, which is made a part of this Resolution; now, therefore

BE IT RESOLVED, that, except as subsequently modified, at the discretion of the Supervisor and the Highway Superintendent, to add additional roads or portions thereof as a result of a fund balance at the completion of the Plan, or the receipt of additional funding, the Town Board does hereby approve and adopt the above-described 2025 Highway Plan of the Town of Brunswick; and be it further

RESOLVED, that the Supervisor and the Highway Superintendent be, and they hereby are, authorized and empowered to make arrangements for the performance of the work specified in the said Plan, such arrangements to be in full compliance with all applicable laws as well as the Town's Purchasing Policy.

The foregoing resolution, offered by Councilman Sullivan and seconded by Supervisor Herrington, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION NO. 49, 2025

**TOWN OF BRUNSWICK
BOARD MEETING
June 12, 2025**

**RESOLUTION TO ACCEPT THE WATER AND SEWER MAINTENANCE
ROLL FOR THE PERIOD OF 06/30/2024 THROUGH 12/31/2024**

Town of Brunswick

Regular Town Board Meeting June 12, 2025

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FEBUARY BILLING 2025, WATER, SEWER and SEWER 6 ROLL

BE IT RESOLVED, that the Town of Brunswick does hereby accept the water rent and sewer maintenance rolls for the period from 06/30/2024 through 12/31/2024

AUGUST BILLING 2024	
S6	\$ 200.25
S6c	\$ 31,933.26
Off At Curb	\$ 1,793.25
Late Fee	\$ 11,294.64
Sewer	\$ 29,414.49
Water	\$ 727,415.18
TOTAL:	\$ 802,051.07

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Balistreri, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION NO. 50, 2025

TOWN OF BRUNSWICK BOARD MEETING June 12, 2025

RESOLUTION TO ACCEPT THE WATER AND SEWER MAINTENANCE ROLL AS AMENDED FOR THE PERIOD OF 06/30/2024 THROUGH 12/31/2024 FEBURARY BILLING 2025, WATER, SEWER and SEWER 6 ROLL

BE IT RESOLVED, that the Town of Brunswick does hereby accept the water rent and sewer maintenance rolls as amended for the period from 06/30/2024 through 12/31/2024

ADJUSTED FEBRUARY BILLING 2025		
Billing		
S6	\$	183.60
S6c	\$	38,806.50
Off At Curb	\$	1,560.60
Late Fee	\$	16,586.78
Sewer	\$	29,893.53
Water	\$	711,017.17
Adjustments	\$	(11,720.26)
TOTAL:	\$	786,327.92
Collection		
UNAPPLIED	\$	118.48
OFF AT CURB	\$	459.00
LATE FEE WATER	\$	3,178.69
LATE FEE SEWER	\$	101.68
LATE FEE SEWER 6	\$	-
WATER	\$	574,794.24
SEWER	\$	25,462.96
SEWER 6 RESIDENTIAL	\$	165.24
SEWER 6 COMMERCIAL	\$	34,397.64
TOTAL	\$	638,677.93

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION NO. 51, 2025

**TOWN OF BRUNSWICK
BOARD MEETING
June 12, 2025**

**RESOLUTION SCHEDULING A PUBLIC HEARING
ON THE PROPOSED ESTABLISHMENT OF AN
AMBULANCE TAX DISTRICT FOR THE TOWN OF BRUNSWICK**

Town of Brunswick

Regular Town Board Meeting June 12, 2025

WHEREAS, a map, plan and report, dated June, 2025 has been filed with the Town Clerk, proposing the establishment of an ambulance district which will encompass the entirety of the Town of Brunswick; and

WHEREAS, the purpose of an ambulance district is to provide for certain services, including emergency medical and ambulance services, by providing for the establishment of a taxing district to supply a stable, taxed based stream of funding for the provision of ambulance services within the Town of Brunswick; and

WHEREAS, the amount to be extended for the proposed district in 2026 is \$875,000, the amount anticipated for providing said services annually in the future; and

WHEREAS, the report calculates that the tax rate for taxable parcels within the Town of Brunswick would be \$3.00 per \$1,000 of assessed value, resulting in an average tax increase of \$146 per parcel in the Town of Brunswick; and

WHEREAS, the proposed means for funding the proposed district is by means of ad valorem tax levies on properties within the district (Town of Brunswick); and

WHEREAS, a copy of the map, plan and report can be inspected in the office of the Town Clerk, and will be available for review on the Town Clerk's website page; and

WHEREAS, the Town Board wishes to receive public input about said proposed district, and is legally required to hold a public hearing on the proposal;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board shall hold a public hearing to receive such public comment and input on July 9, 2025, at 7:00 p.m., at the Center Brunswick Firehouse, located at 1045 Hoosick Road in the Town of Brunswick; and it is further

RESOLVED, that the Town Clerk shall post and publish the required notice of this public hearing.

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Cipperly, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

Town of Brunswick

Regular Town Board Meeting June 12, 2025

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION NO. 52, 2025

**TOWN OF BRUNSWICK
BOARD MEETING
June 12, 2025**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE
A CONTRACT FOR RECORDS SCANNING SERVICES WITH eBizDocs**

WHEREAS, the Town of Brunswick has previously used Image Data, Inc. for records scanning services; and

WHEREAS, said firm was acquired by eBizDocs, Inc. in approximately October, 2022 and has incorporated that firm into their own operations; and

WHEREAS, eBizDocs has provided a proposal to the town for document scanning services, so that town records can be converted to an electronic format; and

WHEREAS, town employees have found the previous services provided by the firm in this area to be satisfactory; and

WHEREAS, eBizDocs is working on this project through NYSID, the New York State Industries for the Disabled, Inc.; and

WHEREAS, the proposed price for this work is \$3117.75 for an estimated twenty-four boxes of documents;

NOW THEREFORE, BE IT

RESOLVED, that the supervisor is authorized to enter into said proposed agreement for records scanning services with eBizDocs, and to sign the NYSID Price Concurrence form.

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION AND ORDER NO. 53, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
June 12, 2025**

**RESOLUTION AND ORDER ACCEPTING PETITION FOR EXTENSION
OF TOWN OF BRUNSWICK CONSOLIDATED WATER DISTRICT AND
SCHEDULING PUBLIC HEARING**

WHEREAS, The Town Board of the Town of Brunswick is in receipt of a petition requesting an extension of the Town of Brunswick Water District known as and referred to as the Brunswick Consolidated District (hereinafter “Water District”), together with a Map, Plan and Report (last revised June 4, 2025) for such proposed extension of the Water District, including a map showing the boundaries of the proposed extension to the Water District, a general plan to serve the proposed extension to the Water District, and a report on the proposed method of operation thereof; and

WHEREAS, said Map, Plan and Report, including estimates of costs, was prepared by C.T. Male Associates, a professional engineering firm in the State of New York, and has been filed in the office of the Town Clerk of the Town of Brunswick, where the same is available during regular business hours for examination by any person interested in the subject matter; and

WHEREAS, the boundaries of the proposed extension to the Water District are identified in Schedule A attached hereto; and

WHEREAS, such extension to the Water District is being proposed by Petitioner in connection with the Brunswick Acres Planned Development District, as previously approved by the Town Board of the Town of Brunswick, and the subdivision plan for which having been previously approved by the Planning Board of the Town of Brunswick; and

WHEREAS, a condition of both Town Board and Planning Board approvals was the extension of the Water District to service the Brunswick Acres project; and

WHEREAS, the proposed extension of the Water District is depicted on the map attached hereto as Schedule B; and

WHEREAS, the improvements proposed for the extension of the Water District are set forth in the Map, Plan and Report filed with said Petition requesting such extension to the Water District, as last revised June 4, 2025.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Town Board of the Town of Brunswick in regular session duly convened as follows:

1. The Petition requesting the extension of the Water District is in due form and contains the required signature(s) on behalf of the requisite property owner(s).
2. The proposed extension of the Water District is depicted on the map attached hereto as Schedule B, and further described in Schedule A hereto.
3. The extension of the Water District will allow the construction of new waterlines to service properties within the proposed district extension.
4. All capital costs of the improvements within the extension of the Water District will be borne by the property owner(s) and/or site development project sponsor, and at no cost to the Town of Brunswick.
5. The yearly operation and maintenance costs of the water system in the proposed extension of the Water District will be funded by water use rates and/or ad valorem charges. The current water rates for the Water District are \$91.80 for the first 15,000 gallons of water used, and \$6.21 for each 1,000 gallons used thereafter. The Map, Plan and Report provides that, based on these current user rates and an estimated total annual usage per unit of 131,400 gallons per year, the estimated total annual cost per unit is estimated at \$814.64.
6. A public hearing will be held by the Town Board of the Town of Brunswick at the Town of Brunswick Town Hall, located at 336 Town Office Road, Brunswick, New York, on July 10, 2025, at 7:05 pm, to consider the Petition and to hear all interested persons on the subject of the extension of the Water District, and for such other action on the part of said Town Board with relation to said district extension as may be required by law.
7. The Town Clerk of the Town of Brunswick is hereby directed to publish a Notice of Public Hearing at least once in the official newspaper of the Town of Brunswick, to be not less than ten (10) days and no more than twenty (20) days before the public hearing as set forth above; and the Brunswick Town Clerk shall also post a Notice of Public Hearing on the signboard of the Town of Brunswick not less than ten (10) days and no more than twenty (20) days prior to the date of the public hearing as set forth above; and further that Notice of Public hearing shall be posted on the website of the Town of Brunswick not less than ten (10) days and no more than twenty (20) days prior to the date of the public hearing as set forth above.
8. A copy of the Petition and Map, Plan and Report as described herein shall be maintained on file in the office of the Town of Brunswick Town Clerk, and remain available for public inspection during regular business hours.

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>

Town of Brunswick

Regular Town Board Meeting June 12, 2025

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The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

RESOLUTION AND ORDER NO. 54, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
June 12, 2025**

**RESOLUTION AND ORDER ACCEPTING PETITION FOR
ESTABLISHMENT OF THE BRUNSWICK ACRES
SUBDIVISION BRUNSWICK DRAINAGE DISTRICT
AND SCHEDULING PUBLIC HEARING**

WHEREAS, The Town Board of the Town of Brunswick is in receipt of a petition requesting the establishment of a Drainage District to be known as the Brunswick Acres Subdivision Brunswick Drainage District (hereinafter “Drainage District”), together with a Map, Plan and Report (last revised June 11, 2025) for such proposed establishment of the Drainage District, including a map showing the boundaries of the proposed Drainage District, a general plan of the proposed Drainage District system, and a report on the proposed method of operation thereof; and

WHEREAS, said Map, Plan and Report, including estimates of costs, was prepared by C.T. Male Associates, a professional engineering firm in the State of New York, and has been filed in the office of the Town Clerk of the Town of Brunswick, where the same is available during regular business hours for examination by any person interested in the subject matter; and

WHEREAS, the boundaries of the proposed Drainage District are identified in Schedule A attached hereto; and

WHEREAS, such establishment of the Drainage District is being proposed by Petitioner in connection with the Brunswick Acres Planned Development District, as previously approved by the Town Board of the Town of Brunswick, and the subdivision plan for which having been previously approved by the Planning Board of the Town of Brunswick; and

WHEREAS, a condition of both Town Board and Planning Board approvals was the establishment of a Drainage District to service the Brunswick Acres project; and

WHEREAS, the proposed Drainage District is depicted on the map attached hereto as Schedule B; and

WHEREAS, the improvements proposed for the extension of the Water District are set forth in the Map, Plan and Report filed with said Petition requesting such extension to the Water District, as last revised June 11, 2025.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Town Board of the Town of Brunswick in regular session duly convened as follows:

1. The Petition requesting the establishment of the Drainage District is in due form and contains the required signature(s) on behalf of the requisite property owner(s).
2. The proposed establishment of the Drainage District is depicted on the map attached hereto as Schedule B, and further described in Schedule A hereto.
3. The establishment of the Drainage District will allow the construction of storm water management improvements and facilities to service properties within the proposed district.
4. All capital costs of the improvements within the proposed Drainage District will be borne by the property owner(s) and/or site development project sponsor, and at no cost to the Town of Brunswick.
5. The yearly operation and maintenance costs of the storm water management improvements and facilities in the proposed Drainage District will be equally divided among and assessed to the owners of 24 parcels located within the boundaries of the proposed Drainage District. The Map, Plan and Report estimates that such first year operation and maintenance costs will be \$8,850 per year, resulting in an estimated total annual cost per unit of \$368.75.
6. A public hearing will be held by the Town Board of the Town of Brunswick at the Town of Brunswick Town Hall, located at 336 Town Office Road, Brunswick, New York, on July 10, 2025, at 7:10 pm, to consider the Petition and to hear all interested persons on the subject of the establishment of the Drainage District, and for such other action on the part of said Town Board with relation to said proposed district as may be required by law.
7. The Town Clerk of the Town of Brunswick is hereby directed to publish a Notice of Public Hearing at least once in the official newspaper of the Town of Brunswick, to be not less than ten (10) days and no more than twenty (20) days before the public hearing as set forth above; and the Brunswick Town Clerk shall also post a Notice of Public Hearing on the signboard of the Town of Brunswick not less than ten (10) days and no more than twenty (20) days prior to the date of the public hearing as set forth above; and further that Notice of Public hearing shall be posted on the website of the Town of Brunswick not less than ten (10) days and no more than twenty (20) days prior to the date of the public hearing as set forth above.
8. A copy of the Petition and Map, Plan and Report as described herein shall be maintained on file in the office of the Town of Brunswick Town Clerk, and remain available for public inspection during regular business hours.

The foregoing Resolution and Order, offered by Supervisor Herrington and seconded by Councilman Christian, was duly put to a roll call vote as follows:

Town of Brunswick

Regular Town Board Meeting June 12, 2025

COUNCILMAN SULLIVAN	VOTING <u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING <u>AYE</u>
COUNCILMAN CIPPERLY	VOTING <u>AYE</u>
COUNCILMAN BALISTRERI	VOTING <u>AYE</u>
SUPERVISOR HERRINGTON	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted.

Dated: June 12, 2025

CORRESPONDENCE:

This agenda item was not discussed. .

OLD BUSINESS:

None.

NEW BUSINESS:

None.

WARRANTS:

Warrants No. 250527 through 250645, No. 52325001 through 52325009 and No.60625001 through 60625006, were presented. Motion to approve the warrants was made by Councilman Christian and seconded by Councilman Balistreri. Unanimously approved. Individual fund expenses were as follows:

General	\$	481,615.11
Highway	\$	425,236.11
Water	\$	32,434.26
Sewer	\$	949.49
Special Sewer District #6	\$	1,042.12
Special Fire	\$	8,079.50
Trust & Agency	\$	1,733.16

VISITORS WHO WISH TO SPEAK:

Patti Sbrega shared concerns over approximately \$183,000 in payroll overpayments at the Recycling Center, citing Freedom of Information Act findings and detailing hours unaccounted for across multiple positions. She questioned oversight in payroll verification. Ms. Sbrega said the staff working at the Recycling Center on Saturdays are paid for 8 hours while only working 7 hours and are often paid overtime. She said she feels restitution is owed to the taxpayers for the overpayments. She said she does not fault the individuals since there's a bookkeeper that processes payroll and should verify time and attendance rules.

Victoria Galvin raised concerns about the Marie's Muse project. She said work has started at 5:45 A.M. despite approved work hours. She also asked if any "before" pictures were taken of the neighborhood prior to the project beginning. She said she would prefer to preserve the neighborhood by avoiding an outlet onto Mohawk Avenue and urged for other options, including making Mohawk Avenue a dead end after her driveway. Ms. Galvin said she feels her concerns

Town of Brunswick

Regular Town Board Meeting June 12, 2025

are not being taken seriously and was advised to get her own attorney. Ms. Galvin also mentioned the town's highway department recently mowed down her plants and flowers located on the corner of Mohawk Avenue and Fiat Avenue. She said a lot of time and money went into beautifying the neighborhood and now it has been mowed down.

Sue Vitolins thanked Councilman Balistreri and Councilman Cipperly and members of the Public Safety Committee for developing a plan for dedicated ambulance service in Brunswick. She then asked about the board not reviewing last month's minutes, to which Supervisor Herrington said it was an oversight. Attorney Cioffi clarified approval of the minutes is recommended but not required. Ms. Del Gaizo said no one from the board had communicated to her regarding the minutes.

Luis Hutter praised the town's recycling department.

Mary Beth Bruno objected to the approval of 8 variances for Marie's Muse and voiced concerns about a new solar farm project. She urged the Town to preserve Brunswick's farming character.

Supervisor Herrington said that normally construction is permitted from 8 A.M.-3 P.M.. He said early equipment arrival is sometimes necessary. Regarding payroll at the Recycling Center, he stated the current practice dates back to Supervisor Naples in the 1990's and is considered precedent.

ADJOURNMENT:

Supervisor Herrington made a motion to adjourn the meeting Motion was seconded by Councilman Sullivan. The meeting adjourned at 8:08 P.M.

Respectfully submitted,

Rebecca Del Gaizo, Town Clerk

RESOLUTION AND ORDER NO. 55, 2025

TOWN OF BRUNSWICK REGULAR MEETING

July 10, 2025

RESOLUTION AND ORDER ESTABLISHING EXTENSION OF TOWN OF BRUNSWICK CONSOLIDATED WATER DISTRICT

WHEREAS, the Town Board of the Town of Brunswick is in receipt of a petition requesting an extension of Town of Brunswick Consolidated Water District (hereinafter "Water District"), together with a Map, Plan and Report (last revised June 4, 2025) for such proposed extension of the Water District, including a map showing the boundaries of the proposed extension to the Water District, a general plan to serve the proposed extension to the Water District, and a report on the proposed method of operation thereof; and

WHEREAS, said Map, Plan and Report, including estimates of costs, was prepared by C.T. Male Associates, a professional engineering firm in the State of New York, and has been filed in the office of the Town Clerk of the Town of Brunswick, where the same is available during regular business hours for examination by any person interested in the subject matter; and

WHEREAS, such extension to the Water District is being proposed by Petitioner in connection with the Brunswick Acres Planned Development District, as previously approved by the Town Board of the Town of Brunswick, and the subdivision plan for which having been previously approved by the Planning Board of the Town of Brunswick; and

WHEREAS, a condition of both Town Board and Planning Board approvals was the extension of the Water District to service the Brunswick Acres project; and

WHEREAS, the boundaries of the proposed extension to the Water District are identified in Schedule A attached hereto; and

WHEREAS, the proposed extension of the Water District is depicted on the map attached hereto as Schedule B; and

WHEREAS, the improvements proposed for the extension of the Water District are set forth in the Map, Plan and Report filed with said Petition requesting such extension to Town of the Water District, as last revised June 4, 2025; and

WHEREAS, the Town Board reviewed said Petition and determined it to be in due form and complete, including the necessary map, plan and report attached thereto according to law; and

WHEREAS, the Town Board duly adopted Resolution and Order No. 53 on June 12, 2025,

accepting said Petition, and scheduling a Public Hearing upon said Petition to be held on July 10, 2025; and

WHEREAS, a Notice of Public Hearing upon said Petition was duly published and posted according to law; and

WHEREAS, the Town Board held a Public Hearing on said Petition for Establishment of Extension to Consolidated Water District on July 10, 2025, and heard all persons interested in the subject matter thereof; and

WHEREAS, the Town Board closed said Public Hearing on said Petition for Establishment of Extension to Consolidated Water District on July 10, 2025; and

WHEREAS, the Town Board has fully considered said Petition for Establishment of Extension to Consolidated Water District, and has further considered all comments received during the Public Hearing thereon, and has duly deliberated thereon; and

WHEREAS, the Town Board previously adopted a Negative Declaration under the State Environmental Quality Review Act with regard to the Brunswick Acres Planned Development District;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Town Board of the Town of Brunswick in the regular session duly convened as follows:

1. The Town Board hereby makes the following findings:

- a. That the Petition for establishment of Extension to Consolidated Water District in the Town of Brunswick, duly signed and acknowledged by the property owner, is in accordance with applicable law and is otherwise sufficient; and
- b. That all the property and property owners within the proposed Extension to Consolidated Water District boundaries are benefited thereby; and
- c. That all the property and property owners benefited are included within the proposed Extension to Consolidated Water District boundaries; and
- d. That it is in the public interest to establish the proposed Extension to Consolidated Water District in the Town of Brunswick.

2. The Town Board hereby establishes Extension to Consolidated Water District in the Town of Brunswick to be described as set forth in Schedule "A", annexed hereto, and as shown on the map annexed hereto at Schedule "B".

3. The establishment of Extension to Consolidated Water District will allow the construction of new water lines to service properties within the proposed district extension as described in the map, plan and report included in said Petition to establish such district extension.

4. The costs of the typical property (based on estimated total annual flow per unit) is estimated to be Eight Hundred Fourteen Dollars and Sixty-Four cents (\$814.64) per year.

5. All proposed improvements in connection with Extension to Consolidated Water District as described herein shall be constructed by the property owner within said district extension (the "Owner"), and the cost of all such improvements, including but not limited to construction and engineering costs, rights of way, legal fees, and/or other expenses, shall be borne by the Owner, and at no cost to the Town of Brunswick.

6. Upon completion of all such water improvements as described herein with respect to Extension to Consolidated Water District, and upon review and acceptance of the same by the Town Consulting Engineer and Town Water Department, the Owner shall transfer all right, title and interest to and in such improvements to the Town of Brunswick at no costs, and the Owner shall execute all documents necessary to effectuate such transfer and all costs associated with such transfer shall be borne by the Owner.

7. The Owner is required to obtain all necessary and applicable permits and/or approvals for such proposed improvements in connection with Extension of Consolidated Water District.

8. The Town Clerk of the Town of Brunswick be and is hereby authorized and directed to file a certified copy of this Resolution and Order, in the Office of the State Department of Audit and Control, Albany, New York, within ten (10) days after the adoption of this Resolution and Order.

The foregoing Resolution and Order, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution and Order was/was not thereupon declared duly adopted.

July 10, 2025

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

**DESCRIPTION
PROPOSED WATER DISTRICT EXTENSION
LANDS NOW OR FORMERLY OF
BRUNSWICK RD DEVELOPMENT, LLC
TOWN OF BRUNSWICK, COUNTY OF RENSSELAER, STATE OF NEW YORK
AREA = 43.745± ACRES OF LAND**

All that certain tract, piece or parcel of land situate in the Town of Brunswick, County of Rensselaer, State of New York, lying Northerly of New York State Route 2 Brunswick Road and generally West of Heather Ridge Road, and being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly road boundary of New York State Route 2 Brunswick Road at its point of intersection with the division line between the lands now or formerly of Brunswick Rd Development, LLC as described in Book 7779 at Page 201 on the Southwest and the lands now or formerly of Barbara A. Benevino as described in Book 205 at Page 566 on the Northeast and runs thence from said point of beginning along said Northerly road boundary of New York State Route 2 Brunswick Road South 74 deg. 08 min. 27 sec. West 559.62 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the lands now or formerly of Anthony Gagliardi and JoAnn Gagliardi as described in Book R1342 at Page F193 (Parcel I) and other lands now or formerly of Anthony Gagliardi and JoAnn Gagliardi as described in Book R1342 Page F193 (Parcel II) on the West; thence North 14 deg. 10 min. 21 sec. West along the last mentioned common division line 600.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the said other lands now or formerly of Anthony Gagliardi and Jo Ann

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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Gagliardi as described in Book R1342 Page F193 (Parcel II) on the South; thence South 72 deg. 13 min. 39 sec. West along the last mentioned division line 208.96 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the West and the said lands now or formerly of Anthony Gagliardi and JoAnn Gagliardi (Parcel II) on the East; thence South 02 deg. 08 min. 39 sec. West along the last mentioned division line 318.45 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the lands now or formerly of John E. Parkes and Jane M. Parkes as described in Book 1364 at Page 355 on the South; thence North 85 deg. 57 min. 05 sec. West along the last mentioned division line 40.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Northeast and the lands now or formerly of Donald Parkes as described in Book 1071 at Page 399 on the Southwest; thence North 49 deg. 32 min. 54 sec. West along the last mentioned division line 442.40 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the lands now or formerly of John R. Held and Mary E. Park as described in Book 8508 at Page 173 on the West; thence North 21 deg. 04 min. 12 sec. East along the last mentioned division line 96.93 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the said lands now or formerly of John Held

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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and Mary E. Park on the South; thence North 68 deg. 55 min. 48 sec. West along the last mentioned division line 140.84 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Southeast and Lot 38 lands now or formerly of Kerry M. Fagan as described in Book 7174 at Page 119, Lot 37 and Lot 36 lands now or formerly of Clifford Stolp and Lynette Stolp as described in Book 7854 at Page 92 as shown on a map entitled "Map Of Subdivision Brunswick Hills Situate In The Town Of Brunswick, Rensselaer County, New York," prepared by Smith, Golder and Homburger, Inc. Civil Engineers and Surveyors and filed in the Rensselaer County Clerk's Office on May 28, 1937 in Drawer 39 as Map 21 on the Northwest; thence North 32 deg. 32 min. 12 sec. East along the last mentioned common division line 422.51 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of Jonathan M. Gillibrand and Kirsten E. Gillibrand as described in Book 5812 at Page 283 on the North; thence South 68 deg. 55 min. 48 sec. East along the last mentioned division line 150.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the said lands now or formerly of Jonathan M. Gillibrand and Kirsten E. Gillibrand on the West; thence North 14 deg. 06 min. 16 sec. East along the last mentioned division line 464.94 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd

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DESCRIPTION

AREA = 43.745± ACRES OF LAND

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Development, LLC on the North and the said lands now or formerly of Jonathan M. Gillibrand and Kirsten E. Gillibrand on the South; thence South 80 deg. 55 min. 12 sec. West along the last mentioned division line 200.59 feet to its point of intersection with the Easterly terminus of East Road; thence along said Easterly terminus of East Road North 12 deg. 48 min. 03 sec. West 40.11 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of Stephen L. Angle and Nancy Filley-Angle as described in Book 1544 at Page 143 on the North; thence North 80 deg. 55 min. 42 sec. East along the last mentioned division line 130.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Northeast and the said lands now or formerly of Stephen L. Angle and Nancy Filley-Angle on the Southwest; thence North 39 deg. 01 min. 52 sec. West along the last mentioned division line 217.13 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of R. Mihran Mooradian and Ovsanna Y. Mooradian as described in Book 1293 at Page 455 on the North; thence North 78 deg. 34 min. 03 sec. East along the last mentioned division line 339.76 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the said lands now or formerly of R. Mihran Mooradian and Ovsanna Y. Mooradian on the West; thence

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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North 04 deg. 13 min. 43 sec. East along the last mentioned division line 57.92 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of Ralph Liporace as described in Book 294 at Page 1293 on the North; thence South 85 deg. 39 min. 17 sec. East along the last mentioned division line 189.26 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the said lands now or formerly of Ralph Liporace on the West; thence North 05 deg. 45 min. 45 sec. East along the last mentioned division line 567.88 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the said lands now or formerly of Ralph Liporace on the North; thence North 79 deg. 08 min. 15 sec. East along the last mentioned division line 106.01 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of National Grid on the North; thence South 70 deg. 18 min. 15 sec. East along the last mentioned division line 573.24 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the West and Lot 6 lands now or formerly of Mark A. Mainello and Theresa T. Mainello as described in Book 36 at Page 199, Lot 5 lands now or formerly of Christopher Harkin and Jennifer Harkin as described in Book 4564 at Page 253, Lot 4 lands now or formerly of William J.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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Phillips and Vivian A. Phillips as described in Book R1486 at Page F14 and Lot 3 lands now or formerly of John A. Mainello Jr. as described in Book R1519 at Page F310 as shown on a map entitled "Sub-division Map Of The Highlands Of Brunswick," prepared by Richard Danskin, Licensed Land Surveyor, dated June 5, 1987 and filed in the Rensselaer County Clerk's Office in Drawer 1987 as Map 138 on the East; thence South 07 deg. 45 min. 48 sec. West along the last mentioned common division line 969.93 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Southwest and said Lot 3 the lands now or formerly of John A. Mainello Jr. on the Northeast; thence South 64 deg. 29 min. 06 sec. East along the last mentioned division line 85.77 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the West and said Lot 3 lands now or formerly of John A. Mainello Jr., Lot 2 lands now or formerly of Brian T. Freeh and Erin W. Freeh as described in Book 5313 at Page 325 and Lot 1 lands now or formerly of Kenneth M. Lovett and Amy T. Lovett as described in Book 258 at Page 462 as shown on the above mentioned map entitled "Subdivision Map Of The Highlands Of Brunswick," on the East; thence along said common division line the following two (2) courses: 1) South 15 deg. 45 min. 48 sec. West 472.28 feet to a point; and 2) South 00 deg. 03 min. 49 sec. West 136.44 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the said lands now

C.T. MALE ASSOCIATES

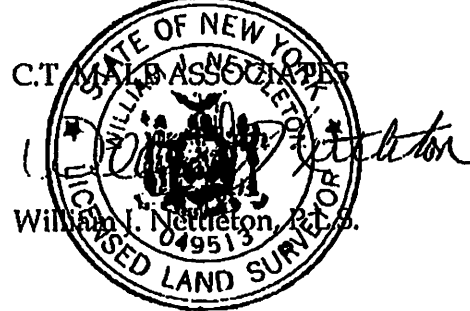
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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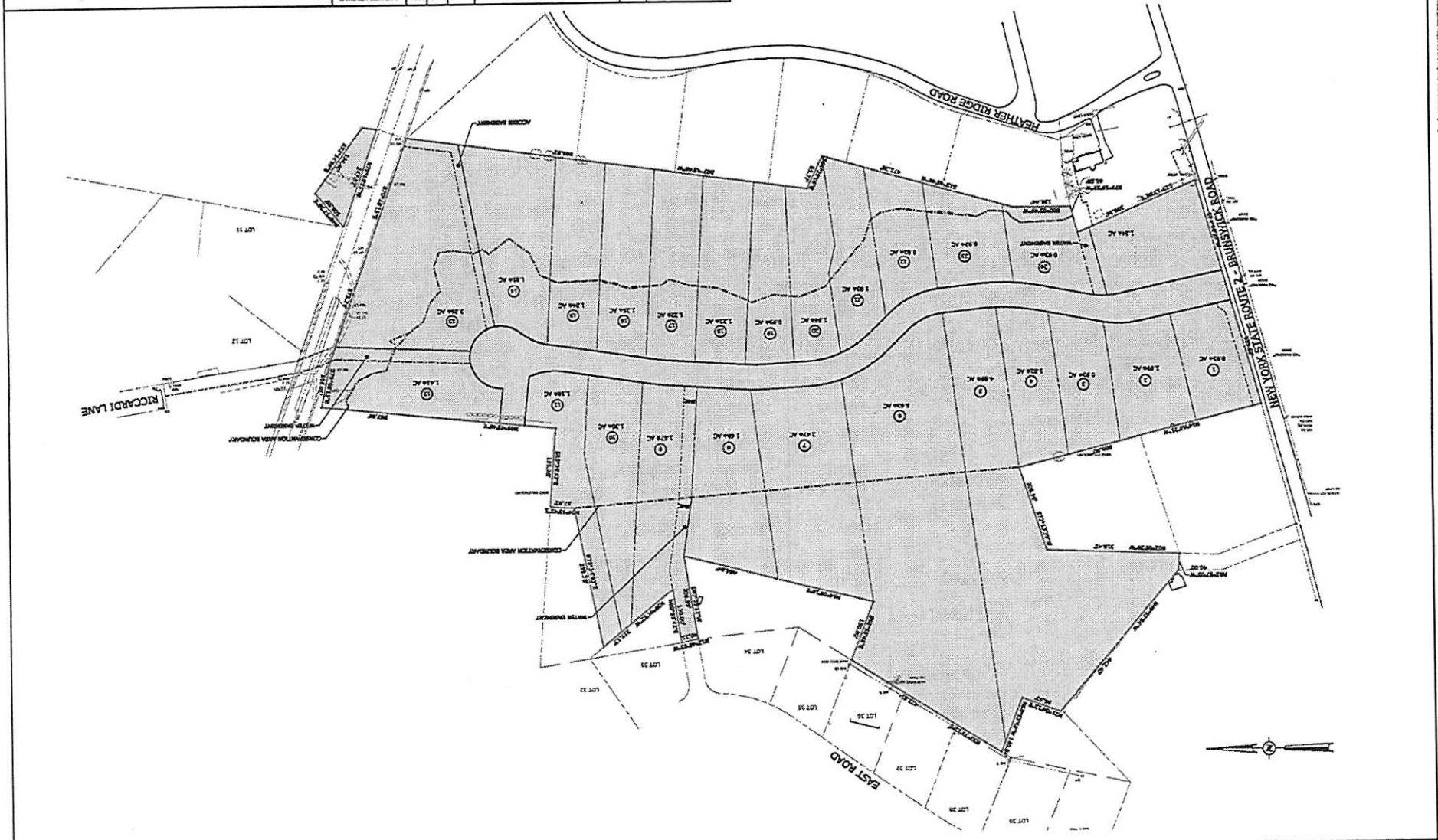
or formerly of Barbara A. Benevino as described in Book 205 at Page 566 on the South;
thence South 75 deg. 19 min. 52 sec. West along the last mentioned division line 65.00
feet to its point of intersection with the above first mentioned division line; thence along
said above first mentioned division line South 23 deg. 13 min. 08 sec. East 309.86 feet to
the point or place of beginning and containing 43.745 acres of land, more or less.



July 23, 2019

WJN/dld/amb

C.T. Male Project No. 18.8635



RESOLUTION AND ORDER NO. 56, 2025

TOWN OF BRUNSWICK REGULAR MEETING

July 10, 2025

RESOLUTION AND ORDER ESTABLISHING BRUNSWICK ACRES SUBDIVISION BRUNSWICK DRAINAGE DISTRICT

WHEREAS, the Town Board of the Town of Brunswick (“Town Board”) received a Petition requesting the establishment of a Drainage District to be known as the Brunswick Acres Subdivision Brunswick Drainage District (hereinafter “Drainage District”), together with a Map, Plan and Report (last revised June 11, 2025) for such proposed establishment of the Drainage District, including a map showing the boundaries of the proposed Drainage District, a general plan of the proposed Drainage District system, and a report on the proposed method of operation thereof; and requesting the establishment of the Sharpe Road Subdivision Brunswick Drainage District; and

WHEREAS, said Map, Plan and Report, including estimates of costs, was prepared by C.T. Male Associates, a professional engineering firm in the State of New York, and has been filed in the office of the Town Clerk of the Town of Brunswick, where the same is available during regular business hours for examination by any person interested in the subject matter; and

WHEREAS, such establishment of the Drainage District is being proposed by Petitioner in connection with the Brunswick Acres Planned Development District, as previously approved by the Town Board of the Town of Brunswick, and the subdivision plan for which having been previously approved by the Planning Board of the Town of Brunswick; and

WHEREAS, a condition of both Town Board and Planning Board approvals was the establishment of a Drainage District to service the Brunswick Acres project; and

WHEREAS, the boundaries of the proposed Drainage District are identified in Schedule A attached hereto; and

WHEREAS, the proposed Drainage District is depicted on the map attached hereto as Schedule B; and

WHEREAS, the improvements proposed for the extension of the Water District are set forth in the Map, Plan and Report filed with said Petition requesting such extension to Town of the Water District, as last revised June 11, 2025; and

WHEREAS, the Town Board reviewed said Petition and determined it to be in due form and complete, including the necessary map, plan and report attached thereto according to law; and

WHEREAS, the Town Board duly adopted Resolution and Order No. 54 on June 12, 2025, accepting said Petition for the Establishment of the Brunswick Acres Subdivision Brunswick Drainage District, and scheduling a Public Hearing upon said Petition to be held July 10, 2025; and

WHEREAS, a Notice of Public Hearing upon said Petition was duly published and posted according to law; and

WHEREAS, the Town Board held a Public Hearing on said Petition for Establishment of the Brunswick Acres Subdivision Brunswick Drainage District on July 10, 2025, and heard all persons interested in the subject matter thereof; and

WHEREAS, the Town Board closed such Public Hearing on said Petition for Establishment of the Brunswick Acres Subdivision Brunswick Drainage District on July 10, 2025; and

WHEREAS, the Town Board has fully considered said Petition for Establishment of the Brunswick Acres Subdivision Brunswick Drainage District, and has further considered all comments received during the Public Hearing thereon, and has duly deliberated thereon;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Town Board of the Town of Brunswick in regular session duly convened as follows:

1. The Town Board hereby makes the following findings:
 - a. That the Petition for the establishment of the Brunswick Acres Subdivision Brunswick Drainage District in the Town of Brunswick, duly signed and acknowledged by the property owner, is in accordance with applicable law and is otherwise sufficient; and
 - b. That all the property and property owners within the proposed Brunswick Acres Subdivision Brunswick Drainage District boundaries are benefited thereby; and
 - c. That all the property and property owners benefited are included within the proposed Brunswick Acres Subdivision Brunswick Drainage District boundaries; and
 - d. That it is in the public interest to establish the proposed Brunswick Acres Subdivision Brunswick Drainage District in the Town of Brunswick.

The Town Board hereby establishes Brunswick Acres Subdivision Brunswick Drainage District in the Town of Brunswick, to be described as set forth in Schedule "A", annexed hereto, and as shown on the map annexed hereto at Schedule "B".

2. The establishment of the Brunswick Acres Subdivision Brunswick Drainage District shall allow the construction of stormwater management improvements and facilities to service properties within the proposed district, and as further described in the map, plan and report included in said Petition to establish such district.

3. The estimated first year cost to the typical property (one unit) for operation and maintenance costs is estimated to be Three Hundred Sixty-Eight Dollars and Seventy-Five cents (368.75).

4. All proposed improvements in connection with Brunswick Acres Subdivision Brunswick Drainage District as described herein shall be constructed by the property owner within said district extension (the "Owner"), and the cost of all such improvements, including but not limited to construction and engineering costs, rights of way, legal fees, and/or other expenses, shall be borne by the Owner, and at no cost to the Town of Brunswick.

5. Upon completion of all such stormwater improvements by the Owner as described herein with respect to the Brunswick Acres Subdivision Brunswick Drainage District, and upon review and acceptance of the same by the Town Consulting Engineer and Town Water Department, the Owner shall transfer all right, title and interest to and in the detention pond parcel to the Town of Brunswick at no cost; transfer easements to the Town of Brunswick for access to all stormwater improvements located on private residential lots as described in the map, plan, and report; and the Owner shall execute all documents necessary to effectuate such transfers and all costs associated with such transfers shall be borne by the Owner. All stormwater improvements located within the subdivision road right-of-way will be transferred to the Town of Brunswick at the time of road dedication.

6. The Town Clerk of the Town of Brunswick be and is hereby authorized and directed to file a certified copy of this Resolution and Order, in duplicate, in the Office of the State Department of Audit and Control, Albany, New York, within ten (10) days after the adoption of this Resolution and Order.

The foregoing Resolution and Order, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN
COUNCILMAN CHRISTIAN
COUNCILMAN CIPPERLY
COUNCILMAN BALISTRERI
SUPERVISOR HERRINGTON

VOTING _____
VOTING _____
VOTING _____
VOTING _____
VOTING _____

The foregoing Resolution and Order was/was not thereupon declared duly adopted.

July 10, 2025

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

**DESCRIPTION
PROPOSED DRAINAGE DISTRICT
LANDS NOW OR FORMERLY OF
BRUNSWICK RD DEVELOPMENT, LLC
TOWN OF BRUNSWICK, COUNTY OF RENSSELAER, STATE OF NEW YORK
AREA = 43.745± ACRES OF LAND**

All that certain tract, piece or parcel of land situate in the Town of Brunswick, County of Rensselaer, State of New York, lying Northerly of New York State Route 2 Brunswick Road and generally West of Heather Ridge Road, and being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly road boundary of New York State Route 2 Brunswick Road at its point of intersection with the division line between the lands now or formerly of Brunswick Rd Development, LLC as described in Book 7779 at Page 201 on the Southwest and the lands now or formerly of Barbara A. Benevino as described in Book 205 at Page 566 on the Northeast and runs thence from said point of beginning along said Northerly road boundary of New York State Route 2 Brunswick Road South 74 deg. 08 min. 27 sec. West 559.62 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the lands now or formerly of Anthony Gagliardi and JoAnn Gagliardi as described in Book R1342 at Page F193 (Parcel I) and other lands now or formerly of Anthony Gagliardi and JoAnn Gagliardi as described in Book R1342 Page F193 (Parcel II) on the West; thence North 14 deg. 10 min. 21 sec. West along the last mentioned common division line 600.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the said other lands now or formerly of Anthony Gagliardi and Jo Ann

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Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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Gagliardi as described in Book R1342 Page 193 (Parcel II) on the South; thence South 72 deg. 13 min. 39 sec. West along the last mentioned division line 208.96 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the West and the said lands now or formerly of Anthony Gagliardi and JoAnn Gagliardi (Parcel II) on the East; thence South 02 deg. 08 min. 39 sec. West along the last mentioned division line 318.45 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the lands now or formerly of John E. Parkes and Jane M. Parkes as described in Book 1364 at Page 355 on the South; thence North 85 deg. 57 min. 05 sec. West along the last mentioned division line 40.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Northeast and the lands now or formerly of Donald Parkes as described in Book 1071 at Page 399 on the Southwest; thence North 49 deg. 32 min. 54 sec. West along the last mentioned division line 442.40 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the lands now or formerly of John R. Held and Mary E. Park as described in Book 8508 at Page 173 on the West; thence North 21 deg. 04 min. 12 sec. East along the last mentioned division line 96.93 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the said lands now or formerly of John Held

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Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

AREA = 43.745± ACRES OF LAND

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and Mary E. Park on the South; thence North 68 deg. 55 min. 48 sec. West along the last mentioned division line 140.84 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Southeast and Lot 38 lands now or formerly of Kerry M. Fagan as described in Book 7174 at Page 119, Lot 37 and Lot 36 lands now or formerly of Clifford Stolp and Lynette Stolp as described in Book 7854 at Page 92 as shown on a map entitled "Map Of Subdivision Brunswick Hills Situate In The Town Of Brunswick, Rensselaer County, New York," prepared by Smith, Golder and Homburger, Inc. Civil Engineers and Surveyors and filed in the Rensselaer County Clerk's Office on May 28, 1937 in Drawer 39 as Map 21 on the Northwest; thence North 32 deg. 32 min. 12 sec. East along the last mentioned common division line 422.51 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of Jonathan M. Gillibrand and Kirsten E. Gillibrand as described in Book 5812 at Page 283 on the North; thence South 68 deg. 55 min. 48 sec. East along the last mentioned division line 150.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the said lands now or formerly of Jonathan M. Gillibrand and Kirsten E. Gillibrand on the West; thence North 14 deg. 06 min. 16 sec. East along the last mentioned division line 464.94 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd

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Development, LLC on the North and the said lands now or formerly of Jonathan M. Gillibrand and Kirsten E. Gillibrand on the South; thence South 80 deg. 55 min. 12 sec. West along the last mentioned division line 200.59 feet to its point of intersection with the Easterly terminus of East Road; thence along said Easterly terminus of East Road North 12 deg. 48 min. 03 sec. West 40.11 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of Stephen L. Angle and Nancy Filley-Angle as described in Book 1544 at Page 143 on the North; thence North 80 deg. 55 min. 42 sec. East along the last mentioned division line 130.00 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Northeast and the said lands now or formerly of Stephen L. Angle and Nancy Filley-Angle on the Southwest; thence North 39 deg. 01 min. 52 sec. West along the last mentioned division line 217.13 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of R. Mihran Mooradian and Ovsanna Y. Mooradian as described in Book 1293 at Page 455 on the North; thence North 78 deg. 34 min. 03 sec. East along the last mentioned division line 339.76 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the said lands now or formerly of R. Mihran Mooradian and Ovsanna Y. Mooradian on the West; thence

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North 04 deg. 13 min. 43 sec. East along the last mentioned division line 57.92 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of Ralph Liporace as described in Book 294 at Page 1293 on the North; thence South 85 deg. 39 min. 17 sec. East along the last mentioned division line 189.26 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the East and the said lands now or formerly of Ralph Liporace on the West; thence North 05 deg. 45 min. 45 sec. East along the last mentioned division line 567.88 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the said lands now or formerly of Ralph Liporace on the North; thence North 79 deg. 08 min. 15 sec. East along the last mentioned division line 106.01 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the South and the lands now or formerly of National Grid on the North; thence South 70 deg. 18 min. 15 sec. East along the last mentioned division line 573.24 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the West and Lot 6 lands now or formerly of Mark A. Mainello and Theresa T. Mainello as described in Book 36 at Page 199, Lot 5 lands now or formerly of Christopher Harkin and Jennifer Harkin as described in Book 4564 at Page 253, Lot 4 lands now or formerly of William J.

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AREA = 43.745± ACRES OF LAND

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Phillips and Vivian A. Phillips as described in Book R1486 at Page F14 and Lot 3 lands now or formerly of John A. Mainello Jr. as described in Book R1519 at Page F310 as shown on a map entitled "Sub-division Map Of The Highlands Of Brunswick," prepared by Richard Danskin, Licensed Land Surveyor, dated June 5, 1987 and filed in the Rensselaer County Clerk's Office in Drawer 1987 as Map 138 on the East; thence South 07 deg. 45 min. 48 sec. West along the last mentioned common division line 969.93 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the Southwest and said Lot 3 the lands now or formerly of John A. Mainello Jr. on the Northeast; thence South 64 deg. 29 min. 06 sec. East along the last mentioned division line 85.77 feet to its point of intersection with the common division line between the said lands now or formerly of Brunswick Rd Development, LLC on the West and said Lot 3 lands now or formerly of John A. Mainello Jr., Lot 2 lands now or formerly of Brian T. Freeh and Erin W. Freeh as described in Book 5313 at Page 325 and Lot 1 lands now or formerly of Kenneth M. Lovett and Amy T. Lovett as described in Book 258 at Page 462 as shown on the above mentioned map entitled "Subdivision Map Of The Highlands Of Brunswick," on the East; thence along said common division line the following two (2) courses: 1) South 15 deg. 45 min. 48 sec. West 472.28 feet to a point; and 2) South 00 deg. 03 min. 49 sec. West 136.44 feet to its point of intersection with the division line between the said lands now or formerly of Brunswick Rd Development, LLC on the North and the said lands now

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DESCRIPTION

AREA = 43.745± ACRES OF LAND

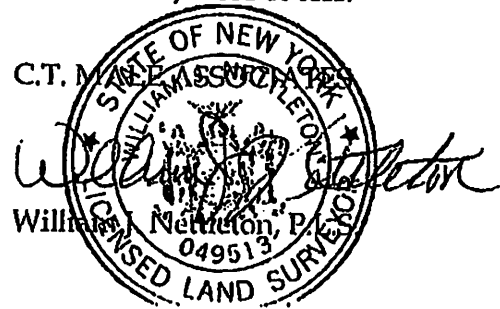
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or formerly of Barbara A. Benevino as described in Book 205 at Page 566 on the South;
thence South 75 deg. 19 min. 52 sec. West along the last mentioned division line 65.00
feet to its point of intersection with the above first mentioned division line; thence along
said above first mentioned division line South 23 deg. 13 min. 08 sec. East 309.86 feet to
the point or place of beginning and containing 43.745 acres of land, more or less.

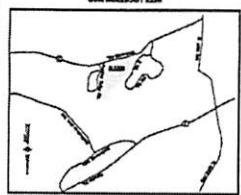
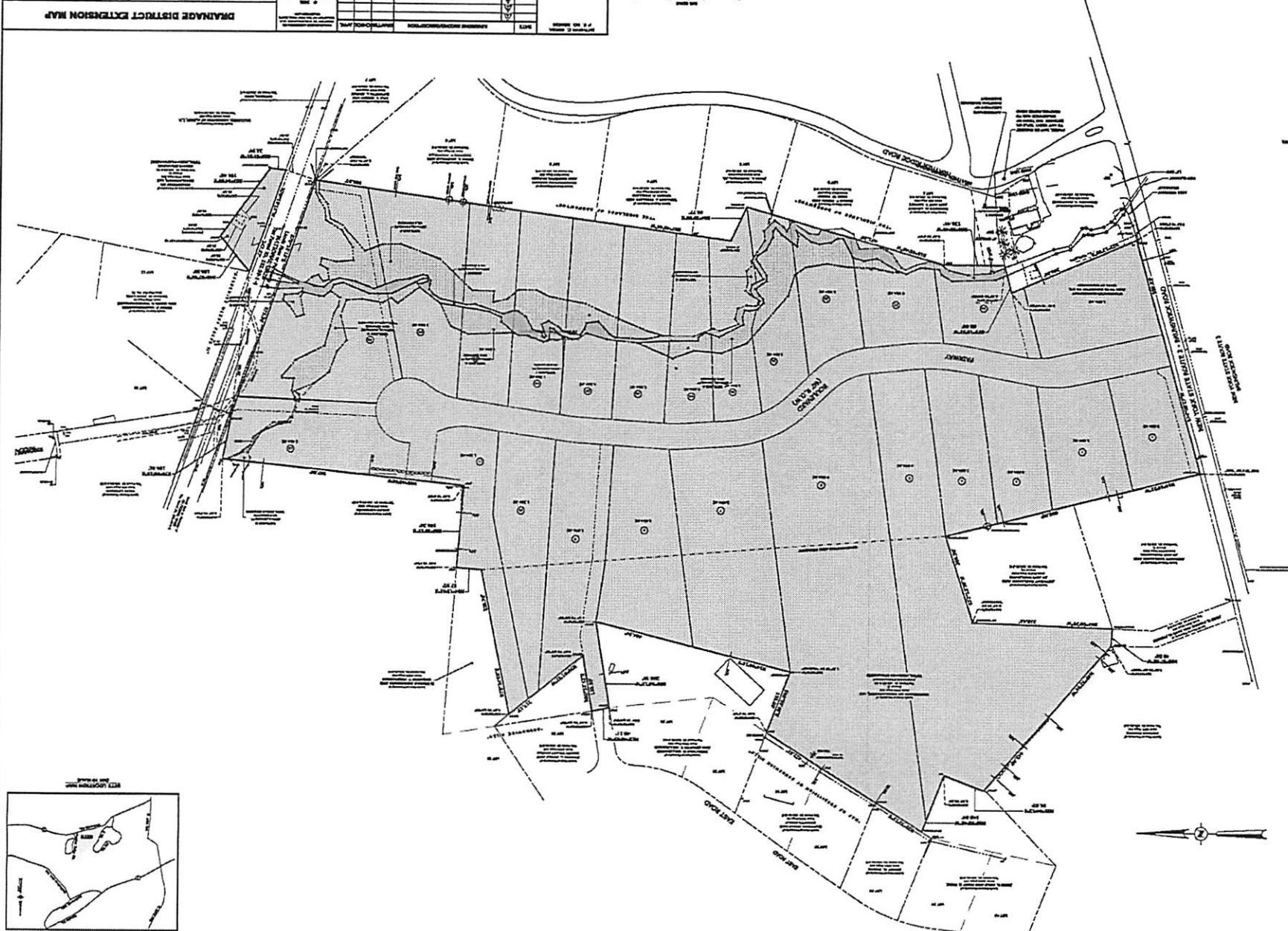
February 3, 2021

WJN/dld/amb

C.T. Male Project No. 18.8635



DRAINAGE DISTRICT EXTENSION MAP SUBMITTAL AREA PLANNED DEVELOPMENT DISTRICT (P.D.D.) C.T. MALE ASSOCIATES 1000 10TH AVENUE SUITE 100 NEW YORK, NY 10018 TEL: (212) 691-1000 FAX: (212) 691-1001 E-MAIL: CTMALE@AOL.COM DATE: 10/1/01 SHEET: 1 OF 1 C-801		SHEET NO. 1 OF 1 SCALE: 1" = 100'
PROJECT NO. 1000 10TH AVENUE SUBMITTAL AREA PLANNED DEVELOPMENT DISTRICT (P.D.D.) C.T. MALE ASSOCIATES 1000 10TH AVENUE SUITE 100 NEW YORK, NY 10018 TEL: (212) 691-1000 FAX: (212) 691-1001 E-MAIL: CTMALE@AOL.COM	SHEET NO. 1 OF 1 SCALE: 1" = 100'	SHEET NO. 1 OF 1 SCALE: 1" = 100'



Town Of Brunswick

Abstract Of Vouchers - Unpaid

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
GENERAL FUND A						
7/10/2025	June 2025	21ST CENTURY MEDIA	\$78.99	250683		016204.01.004.00
7/10/2025	June 2025	21ST CENTURY MEDIA	\$18.09	250683		013304.01.004.00
7/10/2025	676906	ABSOLUTE PEST CONT	\$225.00	250657		016204.01.004.00
7/10/2025	86182	AIT COMPUTERS	\$217.00	250686		011104.01.004.00
7/10/2025	86182	AIT COMPUTERS	\$761.00	250686		036204.01.004.00
7/10/2025	86181	AIT COMPUTERS	\$1,452.00	250685		016204.01.004.00
7/10/2025	86182	AIT COMPUTERS	\$188.00	250686		013304.01.004.00
7/10/2025	86180	AIT COMPUTERS	\$1,349.00	250684		036204.01.004.00
7/10/2025	86182	AIT COMPUTERS	\$1,151.00	250686		016204.01.004.00
7/10/2025	24110136	ALL LANGUAGE TRANS	\$220.00	250689		011104.01.004.00
7/10/2025	25040089	ALL LANGUAGE TRANS	\$220.00	250688		011104.01.004.00
7/10/2025	24120202	ALL LANGUAGE TRANS	\$110.00	250687		011104.01.004.00
7/10/2025	000135	AMERICAN CUSTOM B	\$670.00	250690		016204.01.004.00
7/10/2025	330713	APEX SOFTWARE	\$260.00	250691		013554.01.004.00
7/10/2025	Q2 2025	ARCH INSURANCE	\$494.55	250692		090558.01.008.00
7/10/2025	SWIFFER	BRODERICK, TRACY	\$40.91	250693		073104.01.004.03
7/10/2025	310672724	BSN SPORTS, LLC	\$305.92	250765		073104.01.004.02
7/10/2025	A2519	BURDEN AQUATICS, IN	\$2,300.00	250694		073104.01.004.01
7/10/2025	6012187256	CANON SOLUTIONS A	\$62.22	250658		011104.01.004.00
7/10/2025	JUNE 2025	CARD SERVICES	\$28.84	250695		036204.01.004.00
7/10/2025	JUNE 2025	CARD SERVICES	\$141.99	250695		016204.01.004.00
7/10/2025	JUNE 2025	CARD SERVICES	\$1,118.11	250695		013304.01.004.00
7/10/2025	148946	CEDAR TREE PROPER	\$329.00	250696		016204.01.004.00
7/10/2025	148945	CEDAR TREE PROPER	\$69.00	250697		016204.01.004.00
7/10/2025	JUNE	CHARTER COMMUNICA	\$80.00	250724		016204.01.004.00
7/10/2025	2535447010607	CHARTER COMMUNICA	\$392.00	250680		016204.01.004.00
7/10/2025	JUNE	CHARTER COMMUNICA	\$80.00	250724		073104.01.004.03
7/10/2025	JULY 2025	CONSTELLATION NEW	\$14.19	250681		073104.01.004.04

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
7/10/2025	JULY 2025	CSEA EMPLOYEE BEN	\$200.53	250698		090608.01.008.00
7/10/2025	2275495	CULLIGAN, TROY NY	\$52.25	250699		016204.01.004.00
7/10/2025	JUNECONFERE	DAMAPOLETO, VINCEN	\$206.58	250700		013304.01.004.00
7/10/2025	7055	ENGRAVING PLUS	\$4,323.00	250701		073104.01.004.02
7/10/2025	JULY 2025-2026	ENHANCED BUSINESS	\$1,100.00	250766		016204.01.004.00
7/10/2025	214651	ESTECH SYSTEMS INC	\$774.57	250659		016204.01.004.00
7/10/2025	158885024	EVERON, LLC	\$597.76	250660		016204.01.004.00
7/10/2025	022-023	FAY, PAMELA	\$100.00	250702		073104.01.004.03
7/10/2025	022-023	FAY, PAMELA	\$150.00	250702		016204.01.004.00
7/10/2025	33522	GAVIN LANDSCAPING	\$1,285.00	250703		016204.01.004.00
7/10/2025	33501-33503	GAVIN LANDSCAPING	\$1,780.00	250704		016204.01.004.00
7/10/2025	33501-33503	GAVIN LANDSCAPING	\$1,335.00	250704		073104.01.004.03
7/10/2025	488	GILCHRIST TINGLEY, P	\$1,386.96	250705		080104.01.004.00
7/10/2025	487	GILCHRIST TINGLEY, P	\$1,680.91	250706		080204.01.004.00
7/10/2025	2287-2380	HATCHET HARDWARE	\$11.18	250746		016204.01.004.00
7/10/2025	6/12/25 LUNCH	IRICK, JULIE	\$20.00	250707		013554.01.004.00
7/10/2025	3229	JGS RECYCLING & HAU	\$269.00	250661		081604.01.004.00
7/10/2025	6/19/25 LIFEGU	JONES, JASON	\$2,730.00	250708		073104.01.004.01
7/10/2025	1-277920/52989	JOSEPH P. MANGOINE,	\$476.00	250709		016204.01.004.00
7/10/2025	201800600026	LABERGE ENGINEERIN	\$4,282.21	250710		080904.01.004.00
7/10/2025	108063	LUSCO PAPER CO., IN	\$66.16	250662		016204.01.004.00
7/10/2025	31493	MACKEY ELECTRIC, IN	\$3,588.69	250767		016204.01.004.00
7/10/2025	25-395	MOSTERT, MANZANER	\$17,000.00	250711		013204.01.004.00
7/10/2025	CINV011852	MVP SELECT CARE, IN	\$48.75	250768		090608.01.008.00
7/10/2025	JUNE	NATIONAL GRID	\$38.78	250712		073104.01.004.04
7/10/2025	JUNE	NATIONAL GRID	\$71.22	250712		075204.01.004.00
7/10/2025	JUNE	NATIONAL GRID	\$23.14	250712		073104.01.004.04
7/10/2025	6/12/25 LUNCH	NAVARETTE, DANICA	\$20.00	250713		013554.01.004.00
7/10/2025	HS54907657	NRG BUSINESS MARKE	\$18.61	250663		073104.01.004.03
7/10/2025	HS54907657	NRG BUSINESS MARKE	\$230.77	250663		016204.01.004.00
7/10/2025	HS54907657	NRG BUSINESS MARKE	\$85.06	250663		016204.01.004.00
7/10/2025	2025	NYS MAGISTRATES AS	\$190.00	250665		011104.01.004.00

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
7/10/2025	MAY 2025	NYS OFFICE OF THE C	\$7,308.00	250666		001520.01.000.00
7/10/2025	2025-2026	NYS TOWN CLERKS AS	\$85.00	250668		014104.01.004.00
7/10/2025	2025	NYSAMCC, INC.	\$60.00	250664		011104.01.004.00
7/10/2025	JUNE 2025	RELX INC.Dba LEXISNE	\$111.00	250714		014204.01.004.00
7/10/2025	IN203977	RINGSQUARED TELEC	\$2,172.07	250769		016204.01.004.00
7/10/2025	06-20-25	RODRIGUEZ, PELAYO	\$250.13	250669		011104.01.004.00
7/10/2025	25050049-25040	RODRIGUEZ, PELAYO	\$250.13	250715		011104.01.004.00
7/10/2025	06-11-25	RODRIGUEZ, PELAYO	\$250.13	250670		011104.01.004.00
7/10/2025	101619226	S & S WORLDWIDE, IN	\$1,543.51	250716		073104.01.004.02
7/10/2025	SUMMER NEW	SCRIVEN PRESS, INC.	\$8,821.61	250717		016204.01.004.00
7/10/2025	S15743	SILVER GRIFFIN	\$155.00	250719		016204.01.004.00
7/10/2025	S15760	SILVER GRIFFIN	\$160.00	250718		073104.01.004.02
7/10/2025	6034777484	STAPLES BUSINESS A	\$111.11	250679		016204.01.004.00
7/10/2025	6036119335	STAPLES BUSINESS A	\$151.63	250720		016204.01.004.00
7/10/2025	REFUND 7/18/2	TANYA TUDOR	\$185.00	250673		002075.01.000.03
7/10/2025	0036700	THE ARCHIVE	\$64.70	250770		014104.01.004.00
7/10/2025	0036630	THE ARCHIVE	\$64.70	250671		014104.01.004.00
7/10/2025	NY01489400/01	THE RECORD	\$86.99	250672		016204.01.004.00
7/10/2025	705839	TWIN BRIDGES WASTE	\$450.00	250721		081604.01.004.00
7/10/2025	701474	TWIN BRIDGES WASTE	\$1,694.10	250678		081604.01.004.00
7/10/2025	2025070155407	TWIN BRIDGES WASTE	\$75.00	250676		073104.01.004.04
7/10/2025	2025070155408	TWIN BRIDGES WASTE	\$75.00	250675		073104.01.004.04
7/10/2025	2025060155408	TWIN BRIDGES WASTE	\$75.00	250674		073104.01.004.04
7/10/2025	710057	TWIN BRIDGES WASTE	\$2,106.80	250722		081604.01.004.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$4.14	250682		036204.01.004.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$51.75	250682		035104.01.004.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$167.13	250682		016204.01.004.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$16.66	250682		014104.01.004.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$14.36	250682		013554.01.004.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$136.89	250682		011104.01.004.00
7/10/2025	6117449420	VERIZON	\$37.99	250723		016204.01.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		016204.01.004.00

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
7/10/2025	6117449420	VERIZON	\$31.25	250723		050104.01.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		036204.01.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		036204.01.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		014204.01.004.00
7/10/2025	6117449420	VERIZON	\$70.58	250723		016204.01.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		016204.01.004.00
7/10/2025	230613733/2306	WHALEN TENTS INC.	\$810.00	250771		073104.01.004.02
Total			\$84,322.55			

HIGHWAY FUND DA

7/10/2025	Q2 2025	ARCH INSURANCE	\$216.66	250692		090558.03.008.00
7/10/2025	JUNE	AUTOZONE, INC.	\$84.59	250738		051304.03.004.00
7/10/2025	1205464-120945	CALLANAN INDUSTRIE	\$1,764.51	250739		051104.03.004.00
7/10/2025	JUNE	CAPITAL TRACTOR, IN	\$1,358.53	250740		051304.03.004.00
7/10/2025	JUNE 2025	CARD SERVICES	\$94.01	250695		051104.03.004.00
7/10/2025	JUNE	COOK BROTHERS TRU	\$859.05	250741		051304.03.004.00
7/10/2025	9403471874	CRAFCO, INC	\$6,000.00	250742		051104.03.004.00
7/10/2025	JULY 2025	CSEA EMPLOYEE BEN	\$131.89	250698		090608.03.008.00
7/10/2025	62743-62824	DOUGLAS INDUSTRIAL	\$158.50	250743		051304.03.004.00
7/10/2025	JUNE	FACTORY MOTOR PAR	\$775.43	250744		051304.03.004.00
7/10/2025	241146	GROVE INDUSTRIAL LL	\$990.00	250745		051304.03.004.00
7/10/2025	2287-2380	HATCHET HARDWARE	\$55.21	250746		051104.03.004.00
7/10/2025	0000513399	HAUN WELDING SUPPL	\$62.40	250747		051304.03.004.00
7/10/2025	34867	HOWE BROS., INC	\$38.00	250748		051304.03.004.00
7/10/2025	1822576-182332	JC SMITH, INC.	\$269.78	250750		051304.03.004.00
7/10/2025	140024301	LIFT TRUCK PARTS & S	\$185.87	250751		051304.03.004.00
7/10/2025	30-170618	McCARTHY TIRE SERVI	\$1,259.40	250752		051304.03.004.00
7/10/2025	RL4332352	MITCHELL 1	\$2,597.95	250753		051304.03.004.00
7/10/2025	P72306	MONROE TRACTOR	\$417.00	250754		051304.03.004.00
7/10/2025	CINV011852	MVP SELECT CARE, IN	\$39.00	250768		090608.03.008.00
7/10/2025	HS54907657	NRG BUSINESS MARKE	\$115.43	250663		051404.03.004.00
7/10/2025	0032346	PASSONNO PAINTS	\$64.62	0032346		051104.03.004.00
7/10/2025	414535-414849	RAY ENERGY	\$1,762.01	250756		051304.03.004.00

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
7/10/2025	JUNE	TRACTOR SUPPLY CR	\$167.91	250757		051104.03.004.00
7/10/2025	JUNE	TROY SAND & GRAVEL	\$1,957.15	250758		051104.03.004.00
7/10/2025	JUNE 2025	UNIFIRST CORPORATI	\$504.88	250759		051304.03.004.00
7/10/2025	43585	VITAL SIGNS	\$150.00	250760		051104.03.004.00
7/10/2025	43457	VITAL SIGNS	\$1,580.00	250761		051104.03.004.00
7/10/2025	63813	ZWACK INC	\$1,450.00	250762		051304.03.004.00
Total			\$25,109.78			

WATER FUND

7/10/2025	Q2 2025	ARCH INSURANCE	\$52.98	250692		090558.08.008.00
7/10/2025	JUNE 2025	CARD SERVICES	\$334.24	250695		083104.08.004.00
7/10/2025	JUNE	CHARTER COMMUNICA	\$204.99	250724		083404.08.004.00
7/10/2025	X166356	CORE & MAIN LP	\$392.00	250726		083404.08.004.00
7/10/2025	X155388	CORE & MAIN LP	\$2,988.98	250727		083404.08.004.00
7/10/2025	X160099	CORE & MAIN LP	\$3,207.20	250725		083404.08.004.00
7/10/2025	W617339	CORE & MAIN LP	\$119.00	250728		083404.08.004.00
7/10/2025	JULY 2025	CSEA EMPLOYEE BEN	\$26.37	250698		090608.08.008.00
7/10/2025	2506-042636/06	CURTIS LUMBER (SCH	\$1,610.38	250730		083404.08.004.00
7/10/2025	914080147	F W WEBB COMPANY	\$16.05	250736		083404.08.004.00
7/10/2025	9521629106	GRAINGER	\$676.26	250731		083404.08.004.00
7/10/2025	2287-2380	HATCHET HARDWARE	\$108.93	250746		083404.08.004.00
7/10/2025	133841	HOLLAND PUMP	\$3,237.15	250732		083404.08.004.00
7/10/2025	38101	JH CONSULTING GROU	\$5,785.00	250734		083404.08.004.00
7/10/2025	CINV011852	MVP SELECT CARE, IN	\$13.00	250768		090608.08.008.00
7/10/2025	JUNE 2025	U.S. POSTAL SERVICE	\$1.38	250682		083104.08.004.00
7/10/2025	25060478	UDIG-NY	\$48.00	250735		083104.08.004.00
7/10/2025	JUNE	USA BLUEBOOK	\$377.78	250737		083404.08.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		083404.08.004.00
7/10/2025	6117449420	VERIZON	\$31.25	250723		083404.08.004.00
7/10/2025	6117449420	VERIZON	\$37.99	250723		083404.08.004.00
Total			\$19,300.18			

SEWER FUND

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
7/10/2025	Q2 2025	ARCH INSURANCE	\$1.77	250692		090558.09.008.00
7/10/2025	JUNE	CHARTER COMMUNICA	\$50.00	250724		081304.09.004.00
7/10/2025	JULY 2025	CSEA EMPLOYEE BEN	\$9.46	250698		090608.09.008.00
7/10/2025	132843	HOLLAND PUMP	\$3,235.08	250733		081304.09.004.00

Total \$3,296.31

SPECIAL SEWER DISTRICT #6

7/10/2025	Q2 2025	ARCH INSURANCE	\$1.77	250692		090558.13.008.00
7/10/2025	JULY 2025	CSEA EMPLOYEE BEN	\$11.14	250698		090608.13.008.00

Total \$12.91

Grand Total \$132,041.73

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Authorized Official

Date

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AUTHORIZATION FOR PAYMENT

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
GENERAL FUND A							
6/24/2025	06-24-25	LIVE SOUND INC.	\$800.00	250649		073104.01.004.03	2021742
6/24/2025	06-24-25	THE - REFRIGERATOR	\$1,500.00	250648		073104.01.004.03	2021743
Total			\$2,300.00				
Grand Total			\$2,300.00				

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_____ Authorized Official	_____ Date
_____ Authorized Official	_____ Authorized Official
_____ Authorized Official	_____ Authorized Official
_____ Authorized Official	_____ Authorized Official

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
GENERAL FUND A							
7/1/2025	7-1-25	BOB BUTTON	\$750.00	250655		073104.01.004.03	2021749
7/1/2025	7-1-25	LIVE SOUND INC.	\$800.00	250656		073104.01.004.03	2021750
Total			\$1,550.00				
Grand Total			\$1,550.00				

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Authorized Official

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Authorized Official

July 8, 2025

TOWN OF BRUNSWICK

Concert 7/8/25

AUTHORIZATION FOR PAYMENT

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
GENERAL FUND A							
7/8/2025	070825	KANE, BRIAN	\$700.00	250764	07-08-25 Summer Con	073104.01.004.03	2021751
7/8/2025	7/8/25	LIVE SOUND INC.	\$800.00	250763		073104.01.004.03	2021752
Total			\$1,500.00				
Grand Total			\$1,500.00				

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_____ Authorized Official	_____ Date
_____ Authorized Official	_____ Authorized Official
_____ Authorized Official	_____ Authorized Official
_____ Authorized Official	_____ Authorized Official

June 20, 2025

TOWN OF BRUNSWICK

payroll

AUTHORIZATION FOR PAYMENT

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
TRUST & AGENCY FUND TA							
6/20/2025	62025004	AFLAC NEW YORK	\$488.16	62025004	PR #13 06-20-2025	000020.99.000.00	59636
6/20/2025	62025008	CSEA INC (UNION DUE	\$1,036.22	62025008	PR #13 06-20-2025	000024.99.000.00	59637
6/20/2025	62025007	NEW YORK STATE INC	\$4,944.84	62025007	PR #13 06-20-2025	000021.99.000.00	59638
6/20/2025	62025006	NYS & LOCAL RETIREM	\$4,020.53	62025006	PR #13 06-20-2025	000018.99.000.00	59639
6/20/2025	62025009	NYS DEFERRED COMP	\$3,114.16	62025009	PR #13 06-20-2025	000017.99.000.00	59640
6/20/2025	62025001	PIONEER COMMERCIA	\$57,214.85	62025001	PR #13 06-20-2025	000025.99.000.00	59641
6/20/2025	62025002	PIONEER COMMERCIA	\$10,229.75	62025002	PR #13 06-20-2025	000022.99.000.00	59642
6/20/2025	62025003	PIONEER COMMERCIA	\$15,284.24	62025003	PR #13 06-20-2025	000026.99.000.00	59643
6/20/2025	62025005	TOWN OF BRUNSWICK	\$3,243.37	62025005	PR #13 06-20-2025	000020.99.000.00	59644
Total			\$99,576.12				

Grand Total \$99,576.12

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
GENERAL FUND A							
6/25/2025	JUL-25	CDPHP UNIVERSAL BE	\$4,211.78	250650		090608.01.008.00	2021744
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$762.63	250651		016204.01.004.00	2021745
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$95.47	250651		016204.01.004.00	2021745
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$1.40	250651		051824.01.004.00	2021745
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$196.54	250651		073104.01.004.03	2021745
6/25/2025	JUL-25	MVP HEALTH CARE, IN	\$21,635.50	250652		090608.01.008.00	2021746
6/25/2025	JUNE-2025	NATIONAL GRID	\$10.10	250653		051824.01.004.00	2021747
6/25/2025	JUNE-2025	NATIONAL GRID	\$286.65	250653		016204.01.004.00	2021747
6/25/2025	JUNE-2025	NATIONAL GRID	\$1,250.02	250653		016204.01.004.00	2021747
6/25/2025	JUNE-2025	NATIONAL GRID	\$243.69	250653		073104.01.004.03	2021747
6/25/2025	JULY 2025	SUN LIFE	\$129.75	250654		090458.01.008.00	2021748
Total			\$28,823.53				
HIGHWAY FUND DA							
6/25/2025	JUL-25	MVP HEALTH CARE, IN	\$14,452.52	250652		090608.03.008.00	2021746
6/25/2025	JUNE-2025	NATIONAL GRID	\$140.20	250653		051404.03.004.00	2021747
Total			\$14,592.72				
WATER FUND							
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$13.96	250651		083404.08.004.00	2021745
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$1,413.12	250651		083404.08.004.00	2021745
6/25/2025	JUL-25	MVP HEALTH CARE, IN	\$7,226.25	250652		090608.08.008.00	2021746
6/25/2025	JUNE-2025	NATIONAL GRID	\$40.02	250653		083404.08.004.00	2021747
6/25/2025	JUNE-2025	NATIONAL GRID	\$1,098.29	250653		083404.08.004.00	2021747
6/25/2025	JULY 2025	SUN LIFE	\$6.51	250654		090458.08.008.00	2021748
Total			\$9,798.15				
SEWER FUND							
6/25/2025	JUNE-2025	CONSTELLATION NEW	\$6.61	250651		081304.09.004.00	2021745
6/25/2025	JUL-25	MVP HEALTH CARE, IN	\$216.36	250652		090608.09.008.00	2021746

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
6/25/2025	JUNE-2025	NATIONAL GRID	\$21.46	250653		081304.09.004.00	2021747
6/25/2025	JUNE-2025	NATIONAL GRID	\$128.04	250653		081304.09.004.00	2021747
6/25/2025	JULY 2025	SUN LIFE	\$4.41	250654		090458.09.008.00	2021748
Total			\$376.88				

SPECIAL SEWER DISTRICT #6

6/25/2025	JUNE-2025	CONSTELLATION NEW	\$196.63	250651		081304.13.004.00	2021745
6/25/2025	JUL-25	MVP HEALTH CARE, IN	\$216.36	250652		090608.13.008.00	2021746
6/25/2025	JUNE-2025	NATIONAL GRID	\$343.50	250653		081304.13.004.00	2021747
6/25/2025	JULY 2025	SUN LIFE	\$5.40	250654		090458.13.008.00	2021748
Total			\$761.89				

Grand Total \$54,353.17

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