

REGULAR MEETING OF THE TOWN BOARD

TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
MAY 18, 2026

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

MEMBERS PRESENT:

- () **Supervisor Philip (PJ) Roder**
- () **Council Diana Clark**
- () **Council Kyle Kidney**
- () **Council John E. DeFreest Jr.**
- () **Council Tammy Madden**
- () **Town Clerk Stephanie Hoffman**

OTHER TOWN OFFICIALS PRESENT:

- () **Highway Superintendent Alden Goodermote**
- () **Assessor Jennifer VanDeusen**
- () **Town Justice Cyril Grant**
- () **Tax Collector Mary Grant**

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

AUDIT OF CLAIMS:

- Claim #93-26 through #120-26 in the amount of **\$29,751.63, to be approved from the General Account**
- Claim #74-26 through # 92-26 in the amount of **\$218,428.10 to be approved from the Highway Account**
- For a **Total of \$248,179.73** and approved by the Town Board.

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

Minutes of the **APRIL 20, 2026, Regular Town Board Meeting** were approved by the Town Board as written.

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

TOWN CLERKS REPORT: The Town Clerk turned over the sum of **\$606.43** to the Supervisor for the month of **APRIL 2026**.

JUSTICE COURT REPORT: The distribution from the Office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **MARCH 2026 was \$1,747.00**.

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$8,333.00** for the month of **April 2026**.

Bags: \$6,096	C&D & Metal: \$2,080	Tires: \$32
Stickers: \$125	Propane Tanks: \$0	Appliances: \$0

ACCOUNT TOTALS:

GENERAL \$	HIGHWAY \$
GENERAL RESERVE FUND \$705,495.10	HIGHWAY RESERVE FUND \$982,412.71
BEACON ESCROW \$ 885.19	BEACON ESCROW FOR PLANT (BOND) \$5,000 & \$70,000

MEETING OPEN TO PUBLIC COMMENT:

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

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

Fire Department Report for	March 2026	April 2026
<i>EMS with Transport</i>	14	13
<i>EMS without Transport</i>	3	2
<i>Extrication of any type</i>	0	0
<i>Motor Vehicle with injury</i>	0	0
<i>Motor Vehicle no injury</i>	1	1
<i>Search for lost person</i>	0	0
<i>EMS unable to respond</i>	1	0
<i>Mutual Aid given EMS</i>	5	0
<i>Fire Mutual Aid given</i>	0	0
<i>Fire Mutual Aid received</i>	0	0
<i>Structure Fire</i>	2	0
<i>Mobile Home Fire</i>	0	0
<i>Chimney Fire CONTAINED</i>	0	0
<i>Burner/Boiler Malfunction</i>	0	0
<i>Vehicle Fire</i>	0	0
<i>Brush Fire</i>	0	0
<i>Outside Fire-trash, rubbish or other</i>	0	0
<i>Hazardous Condition</i>	0	0
<i>Carbon Monoxide activation</i>	1	0
<i>Cover Assignment/Standby</i>	0	0
<i>Good Intent</i>	0	4
<i>Call Cancelled</i>	4	0
<i>False Alarm MALICIOUS</i>	0	0
<i>False Alarm – system malfunction</i>	0	0
<i>Weather Wires Down</i>	2	1
<i>Special Incident - other</i>	0	0
Monthly Total:	33	21
YTD:	96	117

WHEREAS: certain appointments by the Town Board are necessary to conduct the town business for 2026, now therefore be it

RESOLVED: that the following one (1) year appointments be made, expiring Dec.31, 2026;
Youth Commission Summer Camp Director:

- 1. Jessica Rontey

And

Youth Commission Summer Camp Co-Director:

- 2. Taylor Meyer

MOTION BY:

SECONDED BY:

VOTES OF:

AYE

NAY

MOTION TO ADJOURN AT ____:____ PM

MOTION BY:

SECONDED BY:

VOTES OF:

AYE

NAY

The next **Regular Meeting of the Town Board, Town of Stephentown will be held on **Monday, June 15, 2026**, directly after the closing of the Public Hearings noted above, at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.

Stephanie M. Hoffman

Town Clerk

EXHIBIT A

TOWN OF STEPHENTOWN LOCAL LAW NUMBER 5 OF THE YEAR 2026 A LOCAL LAW OPENING CERTAIN ROADS FOR SNOWMOBILES IN THE TOWN OF STEPHENTOWN

BE IT ENACTED, by the Town Board of the Town of Stephentown, that the Code of the Town of Stephentown is hereby amended as follows:

SECTION 1. TITLE

This local law shall be known and cited as “Town of Stephentown Local Law No. 5 of the Year 2026 Opening Certain Roads for Snowmobiles in the Town of Stephentown”

SECTION 2. PURPOSE AND AUTHORITY

The Town Board of the Town of Stephentown has determined, upon request of residents of the town, that it is appropriate for snowmobiles to be operated on certain town highways and deems it appropriate to designate such town highways for travel by snowmobiles subject to and in accordance with the following conditions as otherwise regulated by state law.

The New York State Parks, Recreation and Historic Preservation Law §§ 25.05 and 25.09 authorizes municipalities to post and designate certain highways within such municipalities for travel by snowmobiles and the Town Board of the Town of Stephentown hereby exercises such authority.

SECTION 3. INCONSISTENT LAWS OR REGULATIONS.

All local laws, ordinances or resolutions inconsistent with any provision or provisions of this law are hereby repealed. Specifically repealed is resolution 23-07.

SECTION 4. DEFINITIONS.

Unless otherwise provided, all words, phrases and terms herein shall have the same meaning as set forth in the New York State Parks, Recreation and Historic Preservation Law, Title D, Snowmobiles.

SECTION 5. TOWN HIGHWAYS DESIGNATED FOR TRAVEL BY SNOWMOBILES

Unless otherwise prohibited in New York State Parks, Recreation and Historic Preservation Law § 25.05, snowmobiles may be operated on the shoulder or inside bank of the following town highways and not others and only if same have appropriate signage as provided by all applicable statutes, rules and regulations, it being hereby determined that that as to such designated highways the slopes or areas outside the guardrails or on the back side of the snow embankments are nonexistent or impassable: Newton Road, Moore Hill Road, Black River Road, Round Mountain Road, Knapp Road, Pease Road, Calvin Cole Road, Grange Hall Road, CCC Dam Road, Andrews Lane, Southard Hotel Road, South Pease Road and Osgood Road.

SECTION 6. CONDITIONS AND RESTRICTIONS ON SNOWMOBILE OPERATIONS.

A. Whenever the operation of a snowmobile is permitted on any highway in the Town as provided in Section 5 above, the conditions and restrictions set forth both herein and in New York State Parks, Recreation and Historic Preservation Law § 25.05 et seq. shall be applicable to all such snowmobile operation. In addition at highway crossings, snowmobiles shall be operated so as to take a direct crossing of a highway provided that the crossing is made at an angle approximately 90° to the direction of the highway, at a place where no obstruction prevents a quick and safe crossing, the snowmobile is brought to a complete stop before crossing the main travelled way of the highway and the driver yields the right of way to all oncoming traffic.

B. In addition to the restrictions set forth in subpart A above, it shall be unlawful for any person to drive or operate any snowmobile in the following unsafe or harassing ways on any Town of Stephentown snowmobile trail or highway:

1. Imprudent speed. At a rate of speed greater than reasonable or proper under the surrounding circumstances and in no event greater than 15 mph.
2. Reckless operation. In a careless, reckless or negligent manner so as to unreasonably endanger the person or property of another or to cause injury or damage thereto.
3. Narcotics and drugs. While in an intoxicated condition or under the influence of narcotics or drugs as defined in section 114-A of the Vehicle and Traffic Law of the State of New York.
4. Failure to stop and yield. In any place at any time failing to stop and yield to an authorized ambulance, civil defense or police snowmobile or police vehicle being operated as an emergency vehicle and approaching from any direction.
5. Failure and refusal to comply. In any place at any time failure or refusal to comply with any lawful order or direction of any police officer or other person duly empowered to enforce all laws of the state relating to snowmobiles.
6. Pulling Person or Certain Equipment. Pulling a person on skis or drawing or towing a sleigh, sled or toboggan which carries or transports any person. No person on skis shall be pulled by, and no person shall ride on or in a sleigh, sled or toboggan which is being towed or trailed by a snowmobile on a highway.
7. On lands of another on private property, without the consent of the owner or lessee thereof. Any person operating a snowmobile upon lands of another in violation of this section shall stop and identify himself upon the request of the landowner, his or her duly authorized representative or lessee, and if requested to do so by the landowner, representative or lessee shall promptly remove said snowmobile from the premises. This law does not obviate any need to obtain consent of any landowners who may have a superior right to the rights of the Town, if any.
8. Noncompliant lighting.
 - a. Between sunset and sunrise or when lights are required for safety without displaying at least one lighted headlight and taillight.
 - b. Operating other than as an emergency vehicle and displaying one or more lighted red or combination red or white lights which is revolving, rotating, flushing, oscillating or constantly moving light.

SECTION 7. OBEDIENCE TO VEHICULAR TRAFFIC CONTROLS.

Each person operating a snowmobile on any town snowmobile trail or highway shall observe all vehicular traffic signs and signals and all rules and regulations applicable to vehicular traffic and shall obey the order and directions of any state, county or local police officer or town constable or any other law enforcement officer authorized to direct or regulate traffic.

SECTION 8. SEASONS OF OPERATION/TIME OF OPERATION.

No person shall operate a snowmobile on the land permitted by this local law from the first day of April through November 30th of each and every year and shall not operate a snowmobile from sundown to sun up on such permitted days.

SECTION 9. LIABILITY INSURANCE.

No snowmobile shall be operated on any Town of Stephentown snowmobile trail or highway designated as open to the public in the Town of Stephentown, unless the owner of such snowmobile has secured a policy of insurance, affording coverage against liability imposed by law for bodily injury or death and for property damage to at least the minimum limits as required by the provisions of section 25.13 of the Parks, Recreation and Historic Preservation Law of the State of New York and the regulations promulgated thereunder.

- A. The owner of a snowmobile shall maintain proof of financial security by means of a certificate of insurance, indicating compliance with the minimum coverage requirements of the aforementioned section. The failure to produce such certificate of insurance, when required to do so upon the demand of a magistrate, state, county or local police officer or town constable which such vehicle is being operated on any highway or public highway which includes snowmobile trails in the Town of Stephentown, shall be presumptive evidence of operating a snowmobile without securing policy of insurance.
- B. This section specifically supersedes the provision of section 25.13(1) of the New York State Parks, Recreation and Historic Preservation Law by requiring liability insurance for operation on all snowmobile trails.

SECTION 10. INCORPORATION OF NEW YORK STATE PARKS, RECREATION AND HISTORICAL PRESERVATION LAW.

This local law does not except out, and therefore affirmatively incorporates by reference, all other aspects of the New York State Parks, Recreation and Historic Preservation Law not inconsistent or superseded herewith.

SECTION 11. FILING OF COPY OF LAW WITH NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

A copy of this local law shall be filed with the New York State Office of Parks, Recreation and Historic Preservation.

SECTION 12. LIABILITY FOR NEGLIGENCE.

Negligence in the use or operation of a snowmobile shall be attributable to the owner. Every owner of a snowmobile used or operated in the Town of Stephentown shall be liable and responsible for death or injury to a person or damage to property resulting from negligence and the use or operation of such snowmobile by any person using or operating the same with the permission, expressed or implied, of such owner, provided, however, that such operator's negligence shall not be attributed to the owner as to any claim or cause of action accruing to the operator or his legal representative for such injuries or death.

SECTION 13. PRIOR WRITTEN NOTICE.

With respect to injuries arising from the operation of snowmobiles, no civil action shall be maintained against the Town of Stephentown or any officer or employee thereof, for damages or injuries to person or property sustained by reason of any snowmobile trail, highway, bridge, street, sidewalk, crosswalk or culvert being defective, out of repair, unsafe, dangerous or obstructed, unless prior written notice of such defective, unsafe, dangerous or obstructed condition on such snowmobile trail, highway, bridge or culvert was actually given to the municipal agent, officer or employee authorized by § 311 of the Civil Practice Law and Rules to receive service or to the chief municipal officer in charge of highway supervision and maintenance, and there was a failure or neglect within a reasonable time thereafter to repair or remove the defect, danger or obstruction complained of. No such actions shall be maintained for damages or injuries to person or property sustained solely due to conditions caused by

snow and/or ice removal, or the non-removal thereof, from any Town of Stephentown snowmobile trail or highways designated as open to snowmobiles in the Town of Stephentown.

SECTION 14. SEVERABILITY

The invalidity or unenforceability of any section, sub section, paragraph, sentence, clause, provision, or phrase of the aforementioned sections as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

SECTION 15. PENALTIES FOR OFFENSES.

Failure to comply with any of the provisions of this local law shall be deemed a violation and the violator shall be liable for a fine of not more than \$250 for a first violation and \$350 for a second violation and \$500 for any subsequent violation.

SECTION 16. EFFECTIVE DATE.

This local law shall take effect immediately upon filing with the New York State Department of State's office.

EXHIBIT B

LOCAL LAW NO. 6 OF THE YEAR 2026 TOWN OF STEPHENTOWN

A LOCAL LAW PROVIDING DEFENSE AND INDEMNIFICATION OF TOWN OFFICERS AND EMPLOYEES

Be it enacted by the Town Board of the Town of Stephentown as follows:

Section 1. Legislative intent.

The purpose of this local law is to provide legal and financial protection for those individuals serving the Town of Stephentown from losses which may be brought against them in their individual capacity for actions taken while in the performance of their official duties and responsibilities. In enacting this local law, the Town Board finds that the State of New York has enacted similar provisions for the legal and financial security of its officers and employees and further finds that such security is also required for local personnel. By enactment of this local law, the Town Board does not intend to limit or otherwise abrogate any existing right or responsibility of the Town of Stephentown or its employees with regard to indemnification or legal defense. It is solely the intent of this local law to provide maximum coverage for local employees, such as is presently provided for state employees, so as to continue to attract qualified individuals to local government service.

Section 2. Definitions.

As used in this chapter, unless the context otherwise requires, the following terms shall have the meanings indicated:

EMPLOYEE ~ Any person holding a position by election, appointment or employment in the service of the Town of Stephentown, whether or not compensated, or a volunteer expressly authorized to participate in a municipally sponsored volunteer program, but shall include a former employee, his or her estate or judicially appointed personal representative. The term "employee" shall also include members of all boards, commissions and corporations of and affiliated with the Town, including all local development corporations and community resource corporations affiliated with the Town.

Section 3. Town to provide defense; exceptions.

A. Conditions. Upon compliance by the employee with the provisions of Section 5 of this chapter, the Town shall provide for the defense of the employee in any civil and criminal action or proceeding in any state or federal court arising out of any alleged act or omission of a federal, state or local rule or regulation which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his or her public employment or duties, or which is brought to enforce a provision of the laws of the United States, including but not limited to 42 U.S.C. § 1981 or 1983. This duty to provide for a defense and indemnification shall not arise where such civil action or proceeding is brought by or on behalf of the Town of Stephentown.

B. Representation by Town Attorney; private counsel.

Subject to the conditions set forth in Subsection A of this section, the employee shall be entitled to be represented by the Town Attorney (which throughout shall also mean interchangeably the attorney for the Town) or counsel selected thereby, including, without limitation, counsel retained by an insurer under any policy of insurance; provided, however, that the employee shall be entitled to representation by private counsel either (i) selected by the Town Attorney (subject to the approval of the employee, which approval shall not be unreasonably withheld) or (ii) retained by an insurer under any policy of insurance, in any civil judicial proceeding whenever the Town Attorney determines, based upon his investigation and review of the facts and circumstances of the case, that

representation by the Town Attorney would be inappropriate or whenever a court of competent jurisdiction, upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel other than the Town Attorney. The Town Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel. The Town Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this section and no counsel is retained by an insurer under any policy of insurance, the Town Attorney shall so certify to the Town Board. Reasonable attorneys' fees and litigation expenses shall be paid by the Town of Stephentown to such private counsel from time to time during the pendency of the action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this section by the head of the department, commission, division, office or agency in which such employee is employed and upon the audit and warrant of the Town Treasurer or equivalent position thereto. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of special proceeding. The Town Attorney shall be entitled to additional payment for services provided hereunder.

C. Where the employee delivers process and a request for a defense to the Town Clerk as required by the foregoing sections, the Town Attorney shall take the necessary steps, including the retention of private counsel under the terms and conditions provided in Subsection B of this section, on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

Section 4. Responsibilities of Town

A. Indemnification of employees. The Town shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his or her public employment or duties; the duty to indemnify and save harmless prescribed by this subsection shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

B. Settlement. An employee represented by private counsel shall cause to be submitted to the Town Board any proposed settlement which may be subject to indemnification by the Town and, if not inconsistent with the provisions of this section, the Town Board shall certify such settlement and submit such settlement and certification to the Town Attorney. The Town Attorney shall review such proposed settlement as to form and amount and shall give his or her approval if, in his or her judgment, the settlement is in the best interest of the Town. Nothing in this subsection shall be construed to authorize the Town to indemnify or save harmless an employee with respect to a settlement not so reviewed and approved by the Town Attorney.

C. Payment of final judgment or settlement. Upon entry of a final judgment against the employee or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Supervisor; and, if not inconsistent with the provisions of this section, such judgment or settlement shall be certified for payment by the Supervisor. If the Town Attorney concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Town Treasurer or equivalent position.

Section 5. Cooperation of employee

The duty to defend or indemnify and save harmless provided by this local law shall be conditioned upon delivery to the Town Clerk and a copy to the Town Attorney or his or her assistant, at his or her office, by the

employee of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after he or she is served with such document (mailing via certified mail of same is also allowed but same must be mailed within said five day period); and the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the Town provide for his or her defense pursuant to this chapter.

Section 6. Rights of other parties

The benefits of this chapter shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party, nor shall any provision of this chapter be construed to affect, alter or repeal any provision of the Workmen's Compensation Law.

Section 7. Insurance policies

The provisions of this chapter shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

Section 8. Pending litigation

The provisions of this chapter shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted, whether or not the actions or proceedings complained of occurred prior to or subsequent to the effective date of this local law.

Section 9. Immunity

Except as otherwise specifically provided in this law, the provisions of this law shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the Town, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with or by reason of any other provision of state or federal statutory or common law.

Section 10. Severability

Should any section or provision of this law be struck down and/or invalidated for any reason all portions not struck down or invalidated shall survive and be enforceable with full force and effect.

Section 11. Effective Date

This local law shall take effect immediately upon filing in the Office of the New York Secretary of State.

Audit Date: 05/18/2026 Fund: General Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>93</u>	21st Century Media Ny - Troy Record	\$127.36			N			
			A6410.4	\$127.36			2809543	
	Memo: 6 legal notices							
			Total:	\$127.36				
<u>94</u>	Atlantic Tactical, Inc.	\$50.46			N			
			A3120.4	\$50.46			INV75-5248	
	Memo: Renew Expired OC spray							
			Total:	\$50.46				
<u>95</u>	Card Services	\$561.57			N			
			A1355.4	\$120.00			2959	
	Memo: Assessor's class							
			A1410.4	\$239.88			2959	
	Memo: Town Clerk Annual Adobe Account renewal							
			A8160.2	\$201.69			2959	
	Memo: Transfer Station Weed wacker							
			Total:	\$561.57				

Audit Date: 05/18/2026 Fund: General Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>96</u>	Consolidated Communications	\$662.79			N			
	Memo: Garage		A5132.4	\$112.93				
	Memo: Transfer Station		A8160.4	\$38.66				
	Memo: Court		A1110.4	\$88.55				
	Memo: Town Clerk		A1410.4	\$60.38				
	Memo: Tax Collector		A1330.4	\$60.38				
	Memo: Assessor		A1355.4	\$60.38				
	Memo: Council		A1010.4	\$60.38				
	Memo: Supervisor		A1220.4	\$60.38				
	Memo: Code Enforcement		A3620.4	\$60.38				
	Memo: Town Hall		A1620.4	\$60.37				
				Total:				\$662.79
<u>97</u>	Country Squire Supply [692]	\$35.37			N			
	Memo: Paint for Parking lot		A1620.4	\$35.37			154576	
				Total:				\$35.37
<u>98</u>	De Lage Landen Financial Services, INC.	\$105.00			N			
	Memo: Copier Lease Payment		A1620.4	\$105.00			596687514	
				Total:				\$105.00
<u>99</u>	Edmund GovTech Inc.	\$782.49			N			
	Memo: Software maintenance annual fee for Code Enforcement Office		A3620.4	\$782.49			3-MM-0384-	
				Total:				\$782.49

Audit Date: 05/18/2026 Fund: General Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>100</u>	ERCSWMA(154)	\$6,011.20			N			
			A8160.4	\$6,011.20			1778	
			Memo: March 2026 Hauling and Tipping fees for Transfer Station					
			Total:	\$6,011.20				
<u>101</u>	ERCSWMA(154)	\$7,100.62			N			
			A8160.4	\$7,100.62			1784	
			Memo: April 2026 Hauling and Tipping fees for Transfer Station					
			Total:	\$7,100.62				
<u>102</u>	Kathleen A. Olson	\$360.00			N			
			A1620.4	\$360.00				
			Memo: Hall cleaning services for April					
			Total:	\$360.00				
<u>103</u>	Joseph P. Mangione, Inc.	\$19.64			N			
			A1620.4	\$19.64			WO534007	
			Memo: Keys for Town Hall					
			Total:	\$19.64				
<u>104</u>	Law Offices of Craig M. Crist PLLC	\$6,679.38			N			
			A1420.4	\$3,361.60				
			Memo: General Legal Services from 3/1/2026 - 5/17/2026					
			85.99.0.25	\$3,317.78				
			Memo: ZBA & Planning Board Legal Services for DRS Solar Project from 3/3/2026 - 5/17/2026					
			Total:	\$6,679.38				
<u>105</u>	Legenbauer Gas And Oil Co.	\$1,456.49			N			
			A1620.4	\$274.65				
			Memo: Town Hall: 223.6 gals. of LP (invoices: 55124 & 55908)					
			A5132.4	\$1,181.84				
			Memo: Town Garage: 809.1 gals. of LP (invoices: 53661 & 55478)					
			Total:	\$1,456.49				
<u>106</u>	Massachusetts Fire Technologies	\$135.00			N			
			A1620.4	\$135.00			13230367	
			Memo: Fire Extinguisher inspection at Town Hall					
			Total:	\$135.00				

Audit Date: 05/18/2026 Fund: General Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>107</u>	Maureen Seel	\$26.68			N			
			A1220.4	\$26.68				
			Memo: Postage to return Town Supervisor Laptop					
			Total:	\$26.68				
<u>108</u>	Michelina Wojton	\$750.00			N			
			A1110.4.6	\$750.00				
			Memo: Prosecuting attorney for April and May Pre-trial					
			Total:	\$750.00				
<u>109</u>	Nys Magistrates Association	\$115.00			N			
			A1110.4	\$115.00				
			Memo: Annual Dues for Judge Grant					
			Total:	\$115.00				
<u>110</u>	NYSEG(75)	\$894.50			N			
			A5182.4	\$351.13			1001204711	
			Memo: Street Lights					
			A5132.4	\$279.18			1001204711	
			Memo: Garage					
			A1620.4	\$264.19			1001204711	
			Memo: Town Hall					
			Total:	\$894.50				
<u>111</u>	Owen Cassavaugh(475)	\$45.00			N			
			A3620.4	\$45.00				
			Memo: NYSBOC Membership annual dues for Code Enforcement Officer					
			Total:	\$45.00				
<u>112</u>	Quill Corp(80)	\$109.23			N			
			A3620.4	\$109.23			48879221	
			Memo: Code Enforcement Office: Ink for Printers					
			Total:	\$109.23				
<u>113</u>	Quill Corp(80)	\$12.75			N			
			A1410.4	\$12.75			47508221	
			Memo: Balance due for monitor mount					
			Total:	\$12.75				

Audit Date: 05/18/2026 Fund: General Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>114</u>	Snow's Farm(451)	\$42.24			N			
			A1620.4	\$42.24			7130510	
	Memo: Potting soil & Calcium							
				Total:	\$42.24			
<u>115</u>	Solutions By Design	\$1,941.50			N			
			A1620.4	\$1,941.50			66113	
	Memo: Annual Email Delivery Service for all departments							
				Total:	\$1,941.50			
<u>116</u>	Stephanie Hoffman	\$145.00			N			
			A1410.4	\$145.00				
	Memo: Mileage							
				Total:	\$145.00			
<u>117</u>	Stephentown Memorial Library	\$394.63			N			
			A7310.4	\$394.63				
	Memo: Teen Night Supplies and Easter Party for Youth Commission							
				Total:	\$394.63			
<u>118</u>	Teamster Local 294 Health & Welfare Fund	\$843.00			N			
			A9060.8	\$843.00				
	Memo: July 2026 Health Prems for Highway Superintendent							
				Total:	\$843.00			
<u>119</u>	Verizon Wireless	\$62.96			N			
			A1220.4	\$31.48			6141832972	
	Memo: Cell services for Supervisor							
			A3510.4	\$31.48			6141832972	
	Memo: Cell services for DCO							
				Total:	\$62.96			
<u>120</u>	Williamson Law(105)	\$281.77			N			
			A1410.4	\$281.77			211001	
	Memo: Town Clerk Minutes Book							
				Total:	\$281.77			

1:05:17 AM

Town of Stephentown

Stephanie Wagar

Audit Date: 05/18/2026 Fund: Highway Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>74</u>	A. Colarusso Quarry Company	\$16,735.22			N			
			DA5112.2	\$16,735.22			50143	
			Memo: 619.82 ton of #1 Washed Stone delivered for Chipsealing					
			Total:	\$16,735.22				
<u>75</u>	Alta Construction Equipment NY, LLC	\$977.59			N			
			DA5110.4	\$977.59			P11/45241	
			Memo: Filter kit, lockwasher and nut for bucket					
			Total:	\$977.59				
<u>76</u>	Alamo Group Municipal Mowing Solutions LLC	\$141,234.95			N			
			DA5130.4	\$141,234.95			9929374	
			Memo: New Mowing Tractor					
			Total:	\$141,234.95				
<u>77</u>	Alden Goodermote	\$219.99			N			
			DA5110.4	\$219.99				
			Memo: Gate for Culvert pipe on Brainard Road					
			Total:	\$219.99				
<u>78</u>	Corporate Billing LLC, Allegiance Trucks	\$1,546.56			N			
			DA5110.4	\$1,546.56			APRIL2026	
			Memo: April 2026 billing for parts and services on trucks					
			Total:	\$1,546.56				
<u>79</u>	Apalachee	\$4,940.43			N			
			DA5142.4	\$4,940.43			84379	
			Memo: 70 ton of road salt					
			Total:	\$4,940.43				
<u>80</u>	Averill Park Auto (539)	\$339.77			N			
			DA5110.4	\$339.77			112470	
			Memo: April supplies					
			Total:	\$339.77				
<u>81</u>	Cintas Corp. #617	\$291.66			N			
			DA5110.4	\$291.66			APRIL2026	
			Memo: Uniforms for April					
			Total:	\$291.66				

Audit Date: 05/18/2026 Fund: Highway Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>82</u>	Douglas Griswold	\$113.50			N			
			DA9060.8	\$113.50				
	Memo: Supplemental Reimbursement							
			Total:	\$113.50				
<u>83</u>	Douglas Industrial Co.	\$87.61			N			
			DA5110.4	\$87.61			68619	
	Memo: Supplies							
			Total:	\$87.61				
<u>84</u>	Haun Welding Supply Inc.	\$61.50			N			
			DA5110.4	\$61.50			793858	
	Memo: Acetylene							
			Total:	\$61.50				
<u>85</u>	JC Smith, Inc. [567]	\$374.16			N			
			DA5110.4	\$374.16				
	Memo: Road signs and weight limit signs (invoices: 1885704 & 1887125)							
			Total:	\$374.16				
<u>86</u>	Legenbauer Gas And Oil Co.	\$7,391.28			N			
			DA5110.4	\$7,391.28				
	Memo: 1630.3 gals of on-road diesel (invoices: 54464, 55430 & 55756)							
			Total:	\$7,391.28				
<u>87</u>	Peckham Industries, Inc	\$10,352.34			N			
			DA5112.2	\$10,352.34				
	Memo: 627.41 ton of #1 Washed Stone for Chipsealing (invoices: 1257112, 1250610, 1257689, 1258145, 1258647, 1259308, 1259759, & 1255870)							
			Total:	\$10,352.34				
<u>88</u>	Robert Finke & Sons, Inc. [481]	\$2,900.00			N			
			DA5110.4	\$2,900.00			G81788	
	Memo: Road Sweeper							
			Total:	\$2,900.00				
<u>89</u>	Senter	\$22,000.00			N			
			DA5142.4	\$22,000.00				
	Memo: 2000 yards of winter sand							
			Total:	\$22,000.00				

Stephanie Wagar

Audit Date: 05/18/2026 Fund: Highway Fund Year: 2026 Abstract: 5

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>90</u>	Stewart & Stevenson Power Products LLC	\$3,585.00			N			
			DA5110.4	\$3,585.00			60174920	
	Memo: Balance due for services completed on Gradall							
				Total:	\$3,585.00			
<u>91</u>	Teamster Local 294 Health & Welfare Fund	\$5,052.00			N			
			DA9060.8	\$5,052.00			JULY2026	
	Memo: July 2026 Health Prems for 3 Highway Employees							
				Total:	\$5,052.00			
<u>92</u>	Troy Sand & Gravel(443)	\$224.54			N			
			DA5110.4	\$224.54			INVTSG110	
	Memo: 18.33 ton of Crusher Run							
				Total:	\$224.54			
TOTALS:		\$218,428.10		\$218,428.10				\$0.00

Abstract Certification:

To the Supervisor:

I certify that the vouchers listed above were audited by the Town Board on the above date and allowed in the amount shown. You are hereby authorized and directed to pay each of the claimants.

Town Clerk: Stephanie M. Hoffman

Date

Philip J. Roder, Town Supervisor

Diana Clark, Town Council

Tammy Madden, Town Council

Kyle Kidney, Town Council

John E. DeFreest Jr., Town Council

1:07:52 AM

Town of Stephentown

Stephanie Wagar

Report of Vouchers By: Year: ~~2026~~ Abstract: 5

Voucher #	Fund	Amount	Amt. Unpaid	Vendor
93	General Fund	\$127.36	\$127.36	21st Century Media Ny - Troy Record
94	General Fund	\$50.46	\$50.46	Atlantic Tactical, Inc.
95	General Fund	\$561.57	\$561.57	Card Services
96	General Fund	\$662.79	\$662.79	Consolidated Communications
97	General Fund	\$35.37	\$35.37	Country Squire Supply [692]
98	General Fund	\$105.00	\$105.00	De Lage Landen Financial Services, INC.
99	General Fund	\$782.49	\$782.49	Edmund GovTech Inc.
100	General Fund	\$6,011.20	\$6,011.20	ERCSWMA(154)
101	General Fund	\$7,100.62	\$7,100.62	ERCSWMA(154)
102	General Fund	\$360.00	\$360.00	Kathleen A. Olson
103	General Fund	\$19.64	\$19.64	Joseph P. Mangione, Inc.
104	General Fund	\$6,679.38	\$6,679.38	Law Offices of Craig M. Crist PLLC
105	General Fund	\$1,456.49	\$1,456.49	Legenbauer Gas And Oil Co.
106	General Fund	\$135.00	\$135.00	Massachusetts Fire Technologies
107	General Fund	\$26.68	\$26.68	Maureen Seel
108	General Fund	\$750.00	\$750.00	Michelina Wojton
109	General Fund	\$115.00	\$115.00	Nys Magistrates Association
110	General Fund	\$894.50	\$894.50	NYSEG(75)
111	General Fund	\$45.00	\$45.00	Owen Cassavaugh(475)
112	General Fund	\$109.23	\$109.23	Quill Corp(80)
113	General Fund	\$12.75	\$12.75	Quill Corp(80)
114	General Fund	\$42.24	\$42.24	Snow's Farm(451)
115	General Fund	\$1,941.50	\$1,941.50	Solutions By Design
116	General Fund	\$145.00	\$145.00	Stephanie Hoffman
117	General Fund	\$394.63	\$394.63	Stephentown Memorial Library
118	General Fund	\$843.00	\$843.00	Teamster Local 294 Health & Welfare Fund
119	General Fund	\$62.96	\$62.96	Verizon Wireless
120	General Fund	\$281.77	\$281.77	Williamson Law(105)
74	Highway Fund	\$16,735.22	\$16,735.22	A. Colarusso Quarry Company
75	Highway Fund	\$977.59	\$977.59	Alta Construction Equipment NY, LLC
76	Highway Fund	\$141,234.95	\$141,234.95	Alamo Group Municipal Mowing Solutions LLC
77	Highway Fund	\$219.99	\$219.99	Alden Goodermote
78	Highway Fund	\$1,546.56	\$1,546.56	Corporate Billing LLC, Allegiance Trucks
79	Highway Fund	\$4,940.43	\$4,940.43	Apalachee
80	Highway Fund	\$339.77	\$339.77	Averill Park Auto (539)
81	Highway Fund	\$291.66	\$291.66	Cintas Corp. #617
82	Highway Fund	\$113.50	\$113.50	Douglas Griswold
83	Highway Fund	\$87.61	\$87.61	Douglas Industrial Co.
84	Highway Fund	\$61.50	\$61.50	Haun Welding Supply Inc.
85	Highway Fund	\$374.16	\$374.16	JC Smith, Inc. [567]

Report of Vouchers By: Year: ~~2026~~ Abstract: 5

Voucher #	Fund	Amount	Amt. Unpaid	Vendor
86	Highway Fund	\$7,391.28	\$7,391.28	Legenbauer Gas And Oil Co.
87	Highway Fund	\$10,352.34	\$10,352.34	Peckham Industries, Inc
88	Highway Fund	\$2,900.00	\$2,900.00	Robert Finke & Sons, Inc. [481]
89	Highway Fund	\$22,000.00	\$22,000.00	Senter
90	Highway Fund	\$3,585.00	\$3,585.00	Stewart & Stevenson Power Products LLC
91	Highway Fund	\$5,052.00	\$5,052.00	Teamster Local 294 Health & Welfare Fund
92	Highway Fund	\$224.54	\$224.54	Troy Sand & Gravel(443)
Totals:		\$248,179.73	\$248,179.73	

REGULAR MEETING OF THE TOWN BOARD

TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
APRIL 20, 2026

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

MEMBERS PRESENT:

(X) *Supervisor Philip (PJ) Roder*
(X) *Council Diana Clark*
(X) *Council Kyle Kidney*
() *Council John E. DeFreest Jr.*
(X) *Council Tammy Madden*
(X) *Town Clerk Stephanie Hoffman*

OTHER TOWN OFFICIALS PRESENT:

() *Highway Superintendent Alden Goodermote*
(X) *Assessor Jennifer VanDeusen*
() *Town Justice Cyril Grant*
() *Tax Collector Mary Grant*

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

AUDIT OF CLAIMS:

- Claim #73-26 through #92-26 in the amount of **\$13,301.41 to be approved** from the **General Account**
- Claim #52-26 through # 73-26 in the amount of **\$47,810.35 to be approved** from the **Highway Account**
- For a **Total of \$61,111.76** and approved by the Town Board.

MOTION BY: T. MADDEN **SECONDED BY: K. KIDNEY**

VOTES OF: 4 AYE 0 NAY

Minutes of the **MARCH 16, 2026, Public Hearing for Proposed Local Law 5 of 2026 A LOCAL LAW OPENING CERTAIN ROADS FOR SNOWMOBILES IN THE TOWN OF STEPHENTOWN** were approved by the Town Board as written.

MOTION BY: D. CLARK **SECONDED BY: K. KIDNEY**

VOTES OF: 3 AYE 0 NAY 1 ABSTAINED (T. MADDEN)

Minutes of the **MARCH 16, 2026, Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: K. KIDNEY **SECONDED BY: D. CLARK**

VOTES OF: 3 AYE 0 NAY 1 ABSTAINED (T. MADDEN)

Minutes of the **APRIL 6, 2026, Special Meeting of the Town Board** were approved by the Town Board as written.

MOTION BY: T. MADDEN **SECONDED BY: K. KIDNEY**

VOTES OF: 4 AYE 0 NAY

TOWN CLERKS REPORT: The Town Clerk turned over the sum of **\$777.38** to the Supervisor for the month of **MARCH 2026**.

JUSTICE COURT REPORT: The distribution from the Office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **February 2026 has not yet been received**. *Supervisor Roder reported that the Court's annual audit report should be done by the end of the week, a resolution to adopt the audit will be forthcoming.*

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$7,775.00** for the month of **January 2026**.

Bags: \$6,151	C&D & Metal: \$1,224	Tires: \$0
Stickers: \$380	Propane Tanks: \$0	Appliances: \$0

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$5,091.00** for the month of **February 2026**.

Bags: \$4,143	C&D & Metal: \$822	Tires: \$16
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Stickers: **\$110**

Propane Tanks: **\$0**

Appliances: **\$0**

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$5,921.00** for the month of **March 2026**.

Bags: **\$4,204**

C&D & Metal: **\$1,522**

Tires: **\$0**

Stickers: **\$195**

Propane Tanks: **\$0**

Appliances: **\$0**

Some Transfer Station reports were presented late for January, February, and March due to staffing transitions. Discussion occurred regarding staffing, operational improvements, pricing, and future planning for the Transfer Station.

ACCOUNT TOTALS:

GENERAL \$801,324.48

HIGHWAY \$1,748,476.12

GENERAL RESERVE FUND \$705,495.10

HIGHWAY RESERVE FUND \$982,412.71

BEACON ESCROW \$ 885.19

BEACON ESCROW FOR PLANT (BOND) \$5,000 & \$70,000

Fund Balance and Highway Discussion

The Board reviewed account totals, reserve balances, coding discrepancies, bridge funding allocations, and future paving projects. The Highway Superintendent discussed reserve usage and upcoming roadwork and blacktop needs, specifically for Black River Road and requested that the Town Board provide \$200k to the Highway department for said project.

MEETING OPEN TO PUBLIC COMMENT:

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

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

Fire Department Report for	March 2026
EMS with Transport	14
EMS without Transport	3
Extrication of any type	0
Motor Vehicle with injury	0
Motor Vehicle no injury	1
Search for lost person	0
EMS unable to respond	1
Mutual Aid given EMS	5
Fire Mutual Aid given	0
Fire Mutual Aid received	0
Structure Fire	2
Mobile Home Fire	0
Chimney Fire CONTAINED	0
Burner/Boiler Malfunction	0
Vehicle Fire	0
Brush Fire	0
Outside Fire-trash, rubbish or other	0
Hazardous Condition	0
Carbon Monoxide activation	1
Cover Assignment/Standby	0
Good Intent	0
Call Cancelled	4
False Alarm MALICIOUS	0
False Alarm - system malfunction	0
Weather Wires Down	2
Special Incident - other	0
Monthly Total:	33
YTD:	96

Library Report

Jennifer Peabody presented updates regarding library programming, including the Easter event, homeschool programs, reptile presentations, teen nights, hunter safety courses, blood drive results, and summer reading preparations.

Fire Department / EMS Report

Jennifer Peabody also reported on Fire Department and EMS operations, including EMS call volume, mutual aid responses, recruitment activities, ambulance delivery updates, training progress, grant awards, and equipment purchases.

Youth Commission

The Board discussed Youth Commission summer programming, counselor applications, and scheduling. The summer program was scheduled to run from July 6 through July 31, 2026.

Workshop Meeting

The Board scheduled a workshop meeting for Monday, May 4, 2026 at 7:00 p.m. to discuss Transfer Station operations, pricing, staffing, and highway-related planning topics.

**CALLING FOR A PUBLIC HEARING ON A PROPOSED LAW
PROVIDING FOR DEFENSE AND INDEMNIFICATION OF TOWN
OFFICERS AND EMPLOYEES**

WHEREAS, the Town Board has commissioned the drafting of a local law providing for the defense and indemnification of Town officers and employees;

NOW THEREFORE BE IT RESOLVED THAT the Town Board hereby directs that a public hearing be held on May 18, 2026 at 7:00 p.m. at Town Hall, 26 Grange Hall Road, Stephentown, NY 12168, and the Town Clerk is hereby authorized to publish a notice of public hearing, to hear any and all persons either for or against a local law entitled: "A Local Law Providing for the Defense and Indemnification of Town Officers and Employees," which is proposed as Local Law No. 6 of the Year 2026, which is set forth in Exhibit A hereto.

MOTION BY: T. MADDEN

SECONDED BY: K. KIDNEY

VOTES OF: 4 AYE

0 NAY

MOTION TO ADJOURN AT 7:44PM

MOTION BY: D. CLARK

SECONDED BY: T. MADDEN

VOTES OF: 4 AYE

0 NAY

Upcoming Meetings

**Workshop Meeting: Monday, May 4, 2026 at 7:00 p.m.

** Public Hearing local law providing for the defense and indemnification of Town officers and employees Monday, May 18, 2026 at 7:00 p.m. followed by the next **Regular Meeting** of the Town Board, Town of Stephentown will be held on **Monday, May 18, 2026**, directly after the closing of the Public Hearing noted above, at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.

Stephanie M. Hoffman

Town Clerk

EXHIBIT A

LOCAL LAW NO. 6 OF THE YEAR 2026
TOWN OF STEPHENTOWN

A LOCAL LAW PROVIDING DEFENSE AND INDEMNIFICATION OF TOWN OFFICERS AND EMPLOYEES

Be it enacted by the Town Board of the Town of Stephentown as follows:

Section 1. Legislative intent.

The purpose of this local law is to provide legal and financial protection for those individuals serving the Town of Stephentown from losses which may be brought against them in their individual capacity for actions taken while in the performance of their official duties and responsibilities. In enacting this local law, the Town Board finds that the State of New York has enacted similar provisions for the legal and financial security of its officers and employees and further finds that such security is also required for local personnel. By enactment of this local law, the Town Board does not intend to limit or otherwise abrogate any existing right or responsibility of the Town of Stephentown or its employees with regard to indemnification or legal defense. It is solely the intent of this local law to provide maximum coverage for local employees, such as is presently provided for state employees, so as to continue to attract qualified individuals to local government service.

Section 2. Definitions.

As used in this chapter, unless the context otherwise requires, the following terms shall have the meanings indicated:

EMPLOYEE ~ Any person holding a position by election, appointment or employment in the service of the Town of Stephentown, whether or not compensated, or a volunteer expressly authorized to participate in a municipally sponsored volunteer program, but shall include a former employee, his or her estate or judicially appointed personal representative. The term "employee" shall also include members of all boards, commissions and corporations of and affiliated with the Town, including all local development corporations and community resource corporations affiliated with the Town.

Section 3. Town to provide defense; exceptions.

A. Conditions. Upon compliance by the employee with the provisions of Section 5 of this chapter, the Town shall provide for the defense of the employee in any civil and criminal action or proceeding in any state or federal court arising out of any alleged act or omission of a federal, state or local rule or regulation which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his or her public employment or duties, or which is brought to enforce a provision of the laws of the United States, including but not limited to 42 U.S.C. § 1981 or 1983. This duty to provide for a defense and indemnification shall not arise where such civil action or proceeding is brought by or on behalf of the Town of Stephentown.

B. Representation by Town Attorney; private counsel.

Subject to the conditions set forth in Subsection A of this section, the employee shall be entitled to be represented by the Town Attorney (which throughout shall also mean interchangeably the attorney for the Town) or counsel selected thereby, including, without limitation, counsel retained by an insurer under any policy of insurance; provided, however, that the employee shall be entitled to representation by private counsel either (i) selected by the Town Attorney (subject to the approval of the employee, which approval shall not be unreasonably withheld) or (ii) retained by an insurer under any policy of insurance, in any civil judicial proceeding whenever the Town Attorney determines, based upon his investigation and review of the facts and circumstances of the case, that

representation by the Town Attorney would be inappropriate or whenever a court of competent jurisdiction, upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel other than the Town Attorney. The Town Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel. The Town Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this section and no counsel is retained by an insurer under any policy of insurance, the Town Attorney shall so certify to the Town Board. Reasonable attorneys' fees and litigation expenses shall be paid by the Town of Stephentown to such private counsel from time to time during the pendency of the action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this section by the head of the department, commission, division, office or agency in which such employee is employed and upon the audit and warrant of the Town Treasurer or equivalent position thereto. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of special proceeding. The Town Attorney shall be entitled to additional payment for services provided hereunder.

C. Where the employee delivers process and a request for a defense to the Town Clerk as required by the foregoing sections, the Town Attorney shall take the necessary steps, including the retention of private counsel under the terms and conditions provided in Subsection B of this section, on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

Section 4. Responsibilities of Town

A. Indemnification of employees. The Town shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his or her public employment or duties; the duty to indemnify and save harmless prescribed by this subsection shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

B. Settlement. An employee represented by private counsel shall cause to be submitted to the Town Board any proposed settlement which may be subject to indemnification by the Town and, if not inconsistent with the provisions of this section, the Town Board shall certify such settlement and submit such settlement and certification to the Town Attorney. The Town Attorney shall review such proposed settlement as to form and amount and shall give his or her approval if, in his or her judgment, the settlement is in the best interest of the Town. Nothing in this subsection shall be construed to authorize the Town to indemnify or save harmless an employee with respect to a settlement not so reviewed and approved by the Town Attorney.

C. Payment of final judgment or settlement. Upon entry of a final judgment against the employee or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Supervisor; and, if not inconsistent with the provisions of this section, such judgment or settlement shall be certified for payment by the Supervisor. If the Town Attorney concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Town Treasurer or equivalent position.

Section 5. Cooperation of employee

The duty to defend or indemnify and save harmless provided by this local law shall be conditioned upon delivery to the Town Clerk and a copy to the Town Attorney or his or her assistant, at his or her office, by the

employee of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after he or she is served with such document (mailing via certified mail of same is also allowed but same must be mailed within said five day period); and the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the Town provide for his or her defense pursuant to this chapter.

Section 6. Rights of other parties

The benefits of this chapter shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party, nor shall any provision of this chapter be construed to affect, alter or repeal any provision of the Workmen's Compensation Law.

Section 7. Insurance policies

The provisions of this chapter shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

Section 8. Pending litigation

The provisions of this chapter shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted, whether or not the actions or proceedings complained of occurred prior to or subsequent to the effective date of this local law.

Section 9. Immunity

Except as otherwise specifically provided in this law, the provisions of this law shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the Town, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with or by reason of any other provision of state or federal statutory or common law.

Section 10. Severability

Should any section or provision of this law be struck down and/or invalidated for any reason all portions not struck down or invalidated shall survive and be enforceable with full force and effect.

Section 11. Effective Date

This local law shall take effect immediately upon filing in the Office of the New York Secretary of State.