

**\*\*\*\*\*DRAFT\*\*\*\*\***

The Town of Forestburgh Town Board held their regular monthly meeting on **Thursday, January 8, 2026**, at the town hall.

Supervisor Hogue called the meeting to order at 6:19 P.M.

Roll Call: Present – Daniel S. Hogue, Jr., Supervisor  
Steven Budofsky, Councilperson  
Vincent Galligan, Councilperson  
Robert Sipos, Councilperson  
Susan Parks Landis, Councilperson

Recording Secretary      Teresa Collins, Town Clerk

Other Present      Troy Johnstone, Attorney for the Town

**MINUTES** – November 6, 2025, public hear local law 1 minutes are acknowledged receipt. **MOTION** by Councilperson Budofsky, seconded by Councilperson Landis. Councilperson Galligan and Councilperson Sipos abstain. Vote: 3 ayes – 2 nays. Motion carried.

**MINUTES** – December 4, 2025, regular town board meeting minutes are acknowledged receipt. **MOTION** by Councilperson Budofsky, seconded by Councilperson Galligan. Councilperson Landis and Councilperson Sipos abstain. Vote: 3 ayes – 2 nays. Motion carried.

**MINUTES** – December 22, 2025, year-end town board meeting minutes are acknowledged receipt. **MOTION** by Councilperson Budofsky, seconded by Councilperson Landis. Councilperson Sipos abstains. Vote: 4 ayes – 1 nay. Motion carried.

**GENERAL FUND VOUCHERS** - #232-241 in the sum of \$2,177.01 as set forth in abstract #13 of 2025 were audited for payment. **MOTION** by Councilperson Landis, seconded by Councilperson Budofsky to pay for the General Fund Vouchers 2025. Vote: 5 ayes – 0 nay. Motion carried.

**GENERAL FUND VOUCHERS** - #7 in the sum of \$439.45 as set forth in abstract #2 of 2026 were audited for payment. **MOTION** by Councilperson Budofsky, seconded by Councilperson Landis to pay for the General Fund Vouchers 2026. Vote: 5 ayes – 0 nay. Motion carried.

**HIGHWAY FUND VOUCHERS** - # 163-169 in the sum of \$16,985.95 as set forth in abstract #13 of 2025 were reviewed. **MOTION** by Councilperson Budofsky, seconded by Councilperson Landis, to accept the Highway Fund Vouchers 2025. Vote: 5 ayes - 0 nays. Motion carried.

**CORRESPONDENCE –**

4 PM

12/04/2025

**Town Board**

Town of Forestburgh  
322 King Rd, Forestburgh, NY 12777  
By: Electronic Mail

Dear Members of the Town Board:

As you know, I have now written several letters addressing what appear to be unlawful, and at times outright discriminatory, actions by Town officials and boards. Despite having raised these matters in prior correspondence, the Board has consistently failed to acknowledge, investigate, or remedy the issues presented.

This pattern of non-responsiveness does, of course, not relieve the Town of its legal obligations. Rather, it heightens the seriousness of the concerns.

1. Last month, during the public hearing, comments made by a visible orthodox Jew concerning budget expenditures were interrupted and cut off. This action likely violates not only the Town's own rules and New York State Law, but also implicates federal constitutional protections. Moreover, such conduct raises clear constitutional concerns under the First Amendment of the United States Constitution and Article I, Section 8 of the New York State Constitution. The Town cannot lawfully silence or selectively restrict protected speech during a public hearing for discriminatory purposes or simply because the content is critical of Town spending or policy.  
The Town is, or certainly should be, well aware that such conduct is unlawful.
2. This week, the Town finally posted the agenda and purported minutes for the November Public Hearing meetings. These postings are significantly belated and fail to comply with the mandatory timelines established by the New York Open Meetings Law.  
Timely public access to agendas and minutes is not discretionary. It is a statutory requirement designed to ensure transparency and meaningful public participation.
3. The minutes of the public hearing are inaccurate and therefore do not comply with the Open Meetings Law, which expressly requires that minutes be accurate.  
The current versions do not meet this standard and therefore if approved in its current form constitute an additional violation of state law.
4. As you are certainly aware, these same types of issues extend to the Planning Board and its Chair, matters I have already brought to this Board's attention, only to have them completely ignored. I subsequently wrote directly to the Planning Board raising the identical concerns. Unsurprisingly, that letter has also been met with total silence

For the record, I have attached a copy of that letter and made it part of this correspondence.

5. Finally, deliberately scheduling multiple public meetings on Jewish religious holidays, thereby preventing observant Jews from participating, is unacceptable and shameful.

I continue to raise these issues in good faith and in the expectation that the Town will eventually fulfill its legal duties. Regrettably, the consistent refusal to publicly acknowledge or address any of them suggests otherwise.

Sincerely,

*Yehuda Miller*

11:52 f

01/08/2026

**Town Board**

Town of Forestburgh  
322 King Rd, Forestburgh, NY 12777  
By: Electronic Mail

Dear Members of the Town Board:

As the Board convenes for its inaugural meeting of 2026, I write to urge the Town and its boards, including this Town Board, conduct their proceedings throughout the year in compliance with their own rules, procedures and laws, the statutes of the State of New York, particularly the Open Meetings Law and all applicable federal laws.

Regrettably, the record of 2025 reflects well documented material noncompliance some of which are detailed in my earlier correspondence and comments to the Board. By way of illustration, the latest being that at the December meeting, I submitted written correspondence raising specific and serious concerns. That correspondence was neither acknowledged by the Board, responded to in any manner, nor referenced or incorporated in the published minutes of the meeting. Accordingly, I hereby resubmit said correspondence as an attachment hereto and incorporate it by reference as part of this letter.

Further evidencing persistent noncompliance with the fundamental principles of transparent governance and the New York Open Meetings Law, at the December 2025 meeting, a motion was made to approve the minutes of the public hearing on Local Law No. 1 of 2025. That motion failed upon the discovery by one member of the board that the board never received the minutes they are about to vote on. This not only demonstrates a failure to make required records available to the public at and prior to the meeting, as mandated by Law, but also reveals that a formal motion was entertained to approve minutes that had not been provided to the Board.

Moreover, the minutes of the budget public hearing contain a materially inaccurate representation that public questions regarding the budget were answered, when in fact no such responses were provided.

Similar substantive and procedural deficiencies attended the consideration of proposed Local Law No. 1 of 2025. Concerns were timely raised regarding, inter alia: (i) the introduction and advancement of the proposed law without prior public discussion, or articulated rationale; (ii) the apparent inclusion of placeholder language in lieu of final substantive provisions; and (iii) the consequent deprivation of meaningful public participation and transparency required by law. The draft minutes of the public hearing on said proposed law, not only omit any reference to these objections, but affirmatively and inaccurately state that questions and comments were answered, when they were neither discussed nor answered.

In light of these unresolved procedural defects, material inaccuracies in the public record, and unanswered substantive questions, I respectfully submit that the proposed Local Law No. 1 of 2025 is not in a form suitable for lawful consideration or adoption at the meeting scheduled this evening.

Finally, it is unclear what resolutions if any are proposed for consideration at the meeting this evening. No resolutions or any materials as required by the Open Meetings Law other than the meeting agenda have been posted online. The Law requires that all records scheduled to be discussed including proposed resolutions be made publicly available at least twenty-four hours prior to the meeting. Because no such records have been posted the public lacks notice of what actions are being proposed. To the extent that records are discussed or resolutions are adopted tonight under these circumstances such actions are contrary to and in violation of the Open Meetings Law.

These matters implicate core requirements of open government law and deserve the Boards attention. In 2026, it is my hope that the Town Board will ensure strict adherence to all applicable legal obligations, thereby precluding recurrence of such violations.

Sincerely,

*Yehuda Miller*

## **OLD BUSINESS**

**LL#1 2025- Supervisor Hogue-** to be table for the next month meeting.

**Planning Board Engineer – Supervisor Hogue** – Tim Gottlieb is retiring as planning board engineer. So that being said we are looking for a new planning board engineer. Supervisor Hogue recommendation is to solicit proposals from reputable larger firms. Board agreed to reach out and get some proposals.

**Board of assessments Review – Supervisor Hogue** -Looking for two board members for the board of assessment review.

**Planning Board Member Vacancy- Supervisor Hogue-** a planning board seat is open if anyone is interested. **Councilperson Sipos** – could we reconsider the planning board to go back to five seats instead of seven. Attorney Johnstone will research and see what is needed to revert back to a lesser planning board.

## **NEW BUSINESS**

**Appoint secondary banking contact TC/Tax Coll – Supervisor Hogue** – we have to appoint a secondary banking contact for the town clerk and tax collector. Replacing Karen Ellsweig. Motion by Supervisor Hogue and second by Councilperson Budofsky to appoint Councilperson Landis. Vote: 5 ayes – 0 nays. Motion carried.

**Server for Town Computers- Supervisor Hogue** – We budgeted some money to put a server in the town hall and with that I would also ask the .gov upgrade which is required by all municipalities. Teresa Town Clerk has a couple very preliminary estimates. So, if possible, I ask

Councilperson Galligan to work with Teresa on putting something together for a potential move forward in the next couple of months to update the town hall to a newer, more secure recommended system.

**Camera system for Highway Department – Supervisor Hogue** -Highway town barn has no cameras. I think for security purposes and liability purposes. I ask the board permission to possibly get some prices to put some cameras in and around the town barn and probably add a fire alarm system. Board all agreed.

**Applications for Home Business and Sign- Supervisor Hogue**- We don't have fees set. This is simply a fee to file the applications. I asked the board what they might consider for fee. The building inspector asked that we review all the fees we have at some point going forward.

**Councilperson Galligan** - asked that maybe just table it and see what the building inspector comes with for proposal of fees.

**Dog Contracts – Councilperson Budofsky** – renewing existing contracts that already on file with the town. **Motion** by Supervisor Hogue, seconded by Councilperson Landis to renew existing contracts. Councilperson Sipos abstains. Vote: 4 ayes – 1 nay. Motion carried.

## AGREEMENT

THIS AGREEMENT made this 11 day of December 25 pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **Town of FORESTBURGH**, a municipal corporation organized under the laws of the State of New York, party of the first part, address 332 King Road, Forestburgh, NY 12777 (hereinafter referred to as the "Town", and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

### WITNESSETH:

WHEREAS, the Society owns and operates a shelter for the care of dogs and the Town requires a facility suitable for such shelter and care, and

WHEREAS, the Town desires to utilize the services of the Society and access to said shelter,

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

1. The Society shall maintain a shelter for dogs seized within the Town by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society, and are as follows:
  - a) To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
  - b) To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
  - c) To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
  - d) To determine that the appropriate license has been issued and the appropriate fees paid to the Town before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
  - e) Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Dog Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication

to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the Town.

f) To arrange for a veterinarian or a New York State licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.

g) To prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.

2. The Society shall **NOT** accept for impoundment any dogs which:

a) Are in need of veterinary services, except in accordance with paragraph 1(e), or

b) Are not accompanied by the appropriate Dog Control Officer's seizure report

3. The Society shall accept from the Town Dog Control Officer(s) any homeless stray and abandoned which are picked up by the Dog Control Officer(s) in the Town. The Society will allow the Dog Control Officers(s) of the Town access to its shelter at reasonable times. Nothing herein shall obligate the Town to deliver to the Society any minimum number of dogs or all of the dogs seized in the Town by the Town Dog Control Officer(s).

a) In consideration for the above mentioned services, the Town shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's voucher, the sum of \$ **250.00 per dog** to be paid quarterly.

4. Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any Town dogs.

Nothing contained herein shall limit the Town's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Town to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the Town.

Nothing herein shall obligate the Town to deliver to the Society any minimum number of dogs or all of the dogs seized in the Town by the Town Dog Control Officer(s).

6. The term of this agreement is from **January 1, 2026**, through **December 31, 2026**, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of same, this Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

liability of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

11. The Society agrees to defend, indemnify and save the Town, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the Town agrees to defend, indemnify and save the Society, its officers, agents and employees, harmless from any and all liability imposed on the Society, its officers, agents and/or employees arising from the negligence, active or passive, of the Town.

12. In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

13. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:

- a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
- b) Affirmative action as required by the Labor law

14. Should any dispute arise between the Town and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

15. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the **Town of FORESTBURGH**, at a meeting thereof held on 11 December 2025. The Supervisor of the **Town of FORESTBURGH**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute

7. The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

a) **Compensation Insurance** - The Society shall take out and maintain during the life of this contract Workers' Compensation insurance for its employees to be assigned to the work hereunder.

b) **General Liability and Property Damage Insurance** - The Society shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: (**See attached Certificate of Insurance**).

c) The Society shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.

d) Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor of the Town as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the Town as soon thereafter as possible but not later than three (3) days after the date of such incident.

8. The Town shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:

a) The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or

b) A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or

c) The Society fails or refuses to comply with all applicable laws or ordinances; or

d) The Society is guilty of substantial violation of any provision of this contract;

e) In any event, either party, may, without prejudice to any other rights or remedy it may have, with fourteen (14) days written notice to the other party, terminate this Agreement.

9. The Society shall have the right to cease performing or terminate the contract if the Town is guilty of a substantial violation of any provisions of this Contract.

10. It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the Town free and discharged of and from any and all responsibility and

this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

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

To: **Town of FORESTBURGH**  
**332 King Road**  
**Forestburgh, NY 12777**

To: **The Humane Society of Port Jervis/Deerpark, Inc.**  
**202 Route 209**  
**Port Jervis, New York 12771**

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

18. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

19. This Agreement is governed by the laws of the State of New York.


IN WITNESS WHEREOF, the **Town of FORESTBURGH** has caused its corporate seal to be affixed hereto and these present to be signed by Daniel Hague, its Supervisor duly authorized to do so, and to be attested by TERESA COLLINS, Clerk of the **Town of FORESTBURGH**, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the Town)

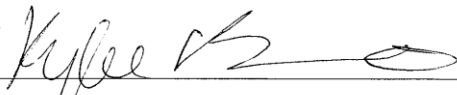
**TOWN OF FORESTBURGH**

  
\_\_\_\_\_  
Supervisor

Attest:

  
\_\_\_\_\_  
Town Clerk

**THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.**

  
\_\_\_\_\_  
President

Attest:



**PLANNING BOARD- Chairperson Robbins-** we have our regular December meeting and there was a public hearing for the project Great Luxury Retreat. The public hearing was not closed because there were a number of items that they still need to provide to us that deserve public review and comment in the public hearing. For January meeting we will have two items. One item is the Eagle Creek, the gigantic pipe that carries the water from Rio reservoir at the Mongop dam to the facility on plank road. The powerhouse on plank road failed last year and caused a tremendous mess. They are now in the process of designing and replacing that with a much robust and gigantic 8 foot in diameter pipe.

**FIRE DEPARTMENT-** we are looking for new members

**Town of Forestburgh Highway Dept.  
HIGHWAY REPORT  
Highway Superintendent,**

January 2026

**Roads**

**Please don't push your snow from your driveway out into the road especially after the town truck plows and salts the road**

**Parking**

**We are now into winter months please keep your cars, trucks off the road or it will be towed because if it gets hit by a plow wing or plow truck even snow or ice don't blame the town you have been warned**

✿

**Winter Hour**

**Winter Hours are in effect and if you need sand for the winter come to the town barn it will be in the shed**

**Happy New Year**

  
Thank you

**ADJOURNMENT – MOTION by Supervisor Hogue to adjourn at 6:49 p.m.**

Respectfully submitted,

Teresa Collins, Town Clerk