

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
REGULAR TOWN BOARD MEETING
MONDAY, AUGUST 11, 2008-Page 1**

Supervisor Louis called the meeting to order at 7:30 p.m. and the Pledge of Allegiance was said. Also attending: Councilwoman McKeon, Councilmen Kuenster, Norris, and Byas, Attorney for the Town Wukitsch, Highway Superintendent Jordan, Town Clerk Brooks, and 10 members of the public. Absent: Tax Collector Stuart.

Supervisor Louis welcomed all attending and stated there would be two additions under New Business.

MINUTES

The minutes of the **July 14, 2008 Regular Town Board Meeting** were presented for approval.

Councilwoman McKeon moved to approve, seconded by Councilman Norris.

Adopted Ayes-5 Kuenster, McKeon, Louis, Norris, Byas
 Nays-0

CORRESPONDENCE

From New Baltimore Reformed Church, a letter of heartfelt thanks for the resolution in celebration of the 175th anniversary of the church, from Joyce Firstiun, 175th Anniversary Chair.

From NYS Department of State, a letter certifying Building Inspector/Code Enforcement Officer Christian Larsen's completion of NYS Code Training.

From NYS Office of Real Property Services, the 2008 equalization rate for the Town of New Baltimore has been set at 64%, a very slight decrease from 2007 (64.5%). Looking across the chart for Greene County, the Town of Hunter's went up, and New Baltimore was the lowest reduction. When Greene County taxes are apportioned, the Town of New Baltimore should do relatively well.

From NYS Office of Real Property Services, Town of New Baltimore will receive an administrative aid payment of \$806 for the STAR program, also included in the Assessor's monthly report.

From Ravena Rescue Squad, a letter and their 2009 budget, showing a cost increase of \$640 or 3.69%, and referencing a payroll cost increase of 6.68% (fewer volunteers); this will be reflected in Ambulance District 1 in the Town of New Baltimore.

OLD BUSINESS

Sale of Used Boom Mower Attachment

Supervisor Louis reviewed that no bids were received last month for the surplus Highway Equipment; it is his understanding that, after attempting to solicit competitive bids, there are no restrictions and it can be disposed of in any reasonable fashion. Highway Superintendent feels there are a few parties who may be interested and Councilman Byas will get a list from Abele Equipment of those who may have a compatible piece of equipment.

Update on Public Input Process on Proposed Subdivision and Zoning Changes

The working committee/Code Book Committee met on July 16 and July 17, reviewing over 5 hours of public comment. The meeting on July 20, open to public for observation only, was attended by 50-60 people. There will be another meeting on August 13, also for observation only.

On July 30, the committee looked at the end of process, how to evaluate comments, and determined to schedule 3 meetings (Sept, 10, 15, and 25) to provide public with an update to original draft and provide for further input.

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On July 30, a few determinations were made,

- intended to keep **minimum lot size at 2 acres**, not change to 4 acres,
- regarding major subdivision requirements relating to conservation easements: allow a **major subdivision of 5, 6, or 7 without conservation subdivision requirements**, without restriction from future subdivision, and
- **eight and more lots will not be subject to conservation subdivision rules if the parcels are at least 10 acres.**

The group began discussion in Commercial District; great expansion of permitted uses and continuing on Wednesday night. September's working group meeting will be engaging in informal **dialogue/conversation between the group members and attending members of the public**; previously done in Coxsackie as a means to clarify misconceptions. No consultants will be present.

NEW BUSINESS

Authorization of Contractual Agreement for Ambulance Service to Ambulance District 2

Supervisor had received copy very late, and has modified in order to narrow indemnification, Town of Coxsackie is required to carry insurance and name town of New Baltimore as an additional insured. The contract will be \$17,000/year {based on proportion of calls X net expenses – revenues received (insurance recoveries)} and run from January 1, 2008-December 31, 2012.

Agreement for General Ambulance Service
Between
the Town of Coxsackie
and the Town of New Baltimore

THIS AGREEMENT, made and entered into this ____ day of August, 2008, between the Town Board of the Town of Coxsackie a, municipal corporation created and existing under the laws of the State of New York, County of Greene and State of New York, hereinafter referred to as "Coxsackie"; and the Town Board of the Town of New Baltimore a, municipal corporation created and existing under the laws of the State of New York, County of Greene and State of New York, acting on behalf of New Baltimore Ambulance District #2; hereinafter referred to as "New Baltimore".

WITNESSETH:

WHEREAS, the Town of Coxsackie operates the Town of Coxsackie Ambulance Service (TCAS) (hereinafter referred to as "TCAS") and is duly authorized by the New York State Dept. of Health to operate said Ambulance Service in New Baltimore Ambulance District #2 (sharing the same boundaries as the Medway-Grapeville Fire District) and New Baltimore has engaged Coxsackie to furnish general ambulance service to the New Baltimore Ambulance District #2 area; and

WHEREAS, the Town of New Baltimore has engaged the Town of Coxsackie to furnish general ambulance services to New Baltimore Ambulance District #2; and

WHEREAS, the Town of Coxsackie is desirous of entering into an agreement for providing general ambulance services to New Baltimore Ambulance District #2; and

WHEREAS, the Town of Coxsackie is authorized as aforesaid to provide said services for the period and under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained it is agreed as follows:

FIRST: The Town of Coxsackie, through the TCAS, agrees to furnish, or has furnished, general ambulance services to New Baltimore Ambulance District #2. The TCAS shall, at all times during the period of this agreement, be subject to call for attention upon notice by telephone, radio, emergency number or other means, that a person or persons within said Ambulance District may need general ambulance service, and shall, thereafter, respond and

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attend without delay. The TCAS shall respond with a suitable ambulance vehicle and equipment staffed by properly trained and authorized pursuant to the New York State Department of Health and Public Health Law. The Town of Coxsackie shall provide proof of training upon request.

SECOND: The Town of Coxsackie and the TCAS will maintain adequate insurance on all vehicles and equipment utilized in the rendition of services and shall also maintain general liability and malpractice insurance. The general liability policy shall provide for minimum coverage of two million dollars per occurrence. The certificate of insurance shall be provided to the Town of New Baltimore for its review upon request, and the Town of New Baltimore shall be added as an additional insured.

THIRD: The Town of New Baltimore shall indemnify and hold the Town of Coxsackie and the TCAS, its officers, agents and/or employees harmless from any liability resulting from the negligence of the Town of New Baltimore.

FOURTH: The TCAS shall only render services with ambulances and equipment which is in first class condition and repair and with personnel who are properly trained pursuant to the rules and regulations of the New York State Public Health Law. There shall be sufficient staff to answer the call volume. In the event that the resources of the TCAS are exhausted at the time of a call, the TCAS, as a signatory to the Greene County Ambulance Mutual Aid Agreement, shall immediately have the Greene County 911 Emergency Communications Center dispatch a mutual aid ambulance service.

FIFTH: The TCAS shall have the sole and exclusive authority over the provision of general ambulance service and emergency medical service provided in New Baltimore Ambulance District #2.

SIXTH: The TCAS acknowledges that the Town of New Baltimore is contracted with Greene County Emergency Medical Services, Inc. (GCEMS) for the provision of Advanced Life Support services to the residents of the Town of New Baltimore and the TCAS will work in conjunction with GCEMS to provide services to New Baltimore Ambulance District #2.

SEVENTH: The term of this agreement shall be from January 1, 2008 through December 31, 2012.

EIGHTH: In consideration of the furnishing of this protection, the Town of New Baltimore shall pay to the Town of Coxsackie on an annual basis the "Annual Contract Costs" to be determined yearly as set forth hereafter.

NINTH: The following definitions shall apply for the purposes of computing the amounts to be paid by the Town of New Baltimore Ambulance District #2 to the Town of Coxsackie in consideration of the faithful performance by the TCAS of its obligations under this Agreement: "Total Estimated Expenses" shall mean the amount estimated to be expended by the Town of Coxsackie for the TCAS for an annual calendar year period.

"Total Actual Expenses" shall mean the actual amount expended by the Town of Coxsackie for the TCAS for an annual calendar year period, as documented in the Town of Coxsackie's Annual Financial Report filed with the New York State Office of the State Comptroller.

"Total Estimated Revenues" shall mean the amount of revenues estimated to be received by the Town of Coxsackie for the TCAS for an annual calendar year period from revenue sources other than property taxes, including but not limited to insurance billing revenues.

"Total Actual Revenues" shall mean the actual amount of revenues, other than property taxes, received by the Town of Coxsackie for the TCAS, as documented in the Town of Coxsackie's Annual Financial Report filed with the New York State Office of the State Comptroller.

"Total Estimated Net Expenses" shall mean the result of the following equation:

Total Estimated Expenses - Total Estimated Revenues

"Total Actual Net Expenses" shall mean the result of the following equation:

Total Actual Expenses - Total Actual Revenues

"Estimated Total Call Volume" shall mean the estimated total number of ambulance calls to be carried out by the TCAS for its total service area for an annual calendar year period.

"Actual Total Call Volume" shall mean the actual total number of ambulance calls carried out by the TCAS for its total service area for an annual calendar year period, as documented on records maintained by the TCAS.

"Estimated New Baltimore Call Volume" shall mean the estimated total number of ambulance calls to be carried out by the TCAS within the boundaries of New Baltimore Ambulance District #2 for an annual calendar year period.

"Actual New Baltimore Call Volume" shall mean the actual total number of ambulance calls carried out by the TCAS within the boundaries of New Baltimore Ambulance District #2 for an annual calendar year period, as documented on records maintained by the TCAS.

"Estimated Annual Contract Cost" shall mean the result of the following equation:

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(Total Estimated Net Expenses ÷ Estimated Total Call Volume) x Estimated New Baltimore Call Volume.

“Actual Annual Contract Cost” shall mean the result of the following equation:

(Total Actual Net Expenses ÷ Actual Total Call Volume) x Actual New Baltimore Call Volume.

“Annual Retroactive Contract Adjustment Amount” shall mean the result of the following equation:

Actual Annual Contract Cost – Estimated Annual Contract Cost.

TENTH: For the annual calendar year period from January 1, 2008 to December 31, 2008, the following computations shall apply:

Total Estimated Expenses = \$518,000

Total Estimated Revenues = \$220,000

Total Estimated Net Expenses = \$298,000

Estimated Call Volume = 700

Estimated New Baltimore Call Volume = 40

Estimated Annual Contract Cost = $(\$298,000 \div 700) \times 40 = \$17,028.40$

ELEVENTH: The Town of New Baltimore Ambulance District #2 shall pay to the Town of Cocksackie the amount of \$17,028.40 as the computed Estimated Annual Contract Cost for the annual calendar year period from January 1, 2008 to December 31, 2008. This sum shall be paid to the Town of Cocksackie within thirty (30) days of the execution of this Agreement.

TWELFTH: On or before September 20th, in the years 2008, 2009, 2010 and 2011, The Town of Cocksackie will furnish to the Town of New Baltimore the following information for the upcoming annual calendar year periods so that estimated annual contract costs payable by the Town of New Baltimore Ambulance District #2 to the Town of Cocksackie can be determined:

Total Estimated Expenses

Total Estimated Revenues

Total Estimated Net Expenses

Estimated Call Volume

Estimated New Baltimore Call Volume

Estimated Annual Contract Cost

THIRTEENTH: The Town of New Baltimore Ambulance District #2 shall pay the Town of Cocksackie the amount computed as the “Estimated Annual Contract Cost” for the annual calendar year period no later than March 15, of each calendar year. The next annual payment for the 2009 calendar year would be due by March 15, 2009 and by the 15th of March for each year thereafter as set forth in Article FIFTEEN.

FOURTEENTH: The Town of Cocksackie shall provide the following information to the Town of New Baltimore on or before July 1st in the years 2009, 2010, 2011 and 2012 relating to the prior calendar year:

Total Actual Expenses

Total Actual Revenues

Total Actual Net Expenses

Actual Total Call Volume

Actual New Baltimore Call Volume

Actual Annual Contract Cost

Annual Retroactive Contract Adjustment Amount

FIFTEENTH: The Town of New Baltimore Ambulance District #2 shall pay to the Town of Cocksackie the following amounts in consideration of the faithful performance by the TCAS of its obligations under this Agreement:

By March 15, 2009: Estimated Annual Contract Cost for 2009.

By March 15, 2010: Estimated Annual Contract Cost for 2010, adjusted by the Annual Retroactive Contract Adjustment Amount for 2008.

By March 15, 2011: Estimated Annual Contract Cost for 2011, adjusted by the Annual Retroactive Contract Adjustment Amount for 2009.

By March 15, 2012: Estimated Annual Contract Cost for 2012, adjusted by the Annual Retroactive Contract Adjustment Amount for 2010.

SIXTEENTH: This Agreement shall be deemed to be in effect as of January 1, 2008 and shall remain in full force and effect until December 31, 2012. In the event that this Agreement is not renewed thereafter, the Annual Retroactive Contract Adjustment Amount for 2011 and 2012 shall be paid by the Town of New Baltimore Ambulance District #2 to the Town of Cocksackie (in the event that the sum of these amounts is a positive number), or shall be paid by the Town of Cocksackie to the Town of New Baltimore (in the event that the sum of these amounts is a negative number), said payments to be made no later than March 31, 2013.

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SEVENTEENTH: The Town of Coxsackie agrees to make its financial records supporting the actual expenses and revenues of the TCAS available to the Town of New Baltimore for inspection and audit, provided that all applicable regulations relating to personal privacy are adhered to.

EIGHTEENTH: Each year the Town of Coxsackie shall submit to the Town of New Baltimore a report of its calls.

NINETEENTH: Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the Laws of the State of New York, by three arbitrators, one of whom shall be selected by each of the parties herein, and the third by a third arbitrator so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

TWENTIETH: In accordance with the provisions of the General Municipal Law, neither party may assign, transfer, convey or sub-let its rights or interests in this agreement, or it's power to execute this agreement, to any other person or corporation.

TWENTY-FIRST: Authority for execution of this agreement: The Supervisor for the Town of New Baltimore has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of New Baltimore on August 11, 2008. The Supervisor, David Louis, whose signature appears hereafter, is duly authorized to execute this agreement on behalf of the Town of New Baltimore. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after the execution thereof, in the office of the Town Clerk of the Town of New Baltimore.

The Supervisor for the Town of Coxsackie has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Coxsackie on July 8, 2008. The Supervisor, Alexander Betke, whose signature appears hereafter, is duly authorized to execute this agreement on behalf of the Town of Coxsackie. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after the execution thereof, in the office of the Town Clerk of the Town of Coxsackie.

TWENTY-SECOND: This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

TWENTY-THIRD: This agreement is governed by the Laws of the State of New York.
IN WITNESS WHEREOF, The Town of New Baltimore has caused its corporate seal to be affixed hereto and these presents to be signed by David Louis, Supervisor, duly authorized to do so, and to be attested to by the Town Clerk, Janet Brooks, and the Town of Coxsackie has caused its corporate seal to be affixed hereto and these presents to be signed by Alexander Betke, Supervisor, duly authorized to do so, and to be attested to by the Town Clerk, Bambi Hotaling, the day and year first above written.

SEAL OF TOWN

TOWN OF NEW BALTIMORE

By: DAVID LOUIS, SUPERVISOR

ATTEST:

Town Clerk

SEAL OF TOWN

TOWN OF COXSACKIE

By: ALEXANDER BETKE,

SUPERVISOR
ATTEST:

Town Clerk

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**RESOLUTION
AUGUST 11, 2008**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT
WITH TOWN OF COXSACKIE FOR AMBULANCE SERVICE TO BE
PROVIDED TO
NEW BALTIMORE AMBULANCE DISTRICT NO. 2
FOR THE PERIOD JANUARY 1, 2008 TO DECEMBER 31, 2012**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the attached Agreement with the Town of Coxsackie for the period January 1, 2008-December 31, 2012 setting forth the terms and conditions, including a schedule for payments, for basic ambulance service to be provided to New Baltimore Ambulance District No. 2.

Councilman Kuenster moved to adopt, seconded by Councilman McKeon.
Adopted Ayes-5 Kuenster, McKeon, Louis, Byas, Norris
Nays-0

**Authorization of Expenditure for Town Emergency Telephone Announcement
Number**

Councilman Norris reviewed that the Emergency Services Committee has met, is finishing the Town's Emergency Response Plan and one idea has been suggested by the Town Clerk: a recorded Town emergency telephone announcement. A resident may call a phone number and hear a recording, a PIN allows for an authorized person to change the message at a minimal cost \$30/month. This will be announced in the newsletter; the committee is considering creating stickers for residents' telephones.

**RESOLUTION
AUGUST 11, 2008**

**RESOLUTION TO APPROVE ADDITIONAL TELEPHONE LINE
TO PROVIDE EMERGENCY INFORMATION TO PUBLIC**

RESOLVED, that the Town Clerk is hereby authorized to arrange for the installation of a telephone line to be provided by State Telephone Company for purposes of providing an emergency telephone recording service for town residents, and

BE IT FURTHER RESOLVED, that these efforts should be coordinated with the Chair of the Town Board's Emergency Services Committee and the Town's Emergency Management Officer.

Councilman Norris moved, seconded by Councilwoman McKeon.
Adopted Ayes-5 Kuenster, McKeon, Louis, Byas, Norris
Nays-0

Port of Coeymans Traffic Impacts

The Albany Times Union published an article about a permit application that was filed for a construction/demolition debris processing facility to be located at the Port of Coeymans, SR 144. It was reported that NYSDEC had taken lead agency, declared a complete application, and had issued a negative declaration (no impact to the community). Supervisor Louis stated that to the best of his knowledge Town of New Baltimore was never consulted by the NYSDEC. The impact of truck traffic is a concern, as the Coeymans/Town of New Baltimore line is within a mile of the facility. If all access

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is from the north (Selkirk), there would be no impact on the Town of New Baltimore. But if access is from the south, exiting 21B, across SR144, posted for less than 50 mile speed limit, navigating a 90' turn at the New Baltimore Reformed Church, proceeding at 35mph speed limit, and finally through Coeymans 30mph speed zone. Unfortunate that Town of New Baltimore was not consulted; Supervisor read article and contacted environmental analyst at NYSDEC, indicating that potential traffic impact could be significant, and a restriction placed for route of traffic would be desirable. While the formal comment period had ended on July 30, he was told that if a letter were submitted this week, they would take it into consideration. NYSDOT has not been consulted either, now aware based on Supervisor's phone calls to NYSDOT, and have been encouraged to weigh in as well using their expertise regarding road loads. The Town of New Baltimore is not getting involved in land use decisions, just in traffic and routing. Councilwoman McKeon asked if NYSDOT would take the opportunity to weigh in. Supervisor felt they were sympathetic to traffic safety impacts: from the north the speed is posted at 55mph, access from south (Town of New Baltimore) is dangerous on SR 144, with a greater-than-90'-turn, and, at this very turn, 2 events less than 2 weeks apart in the summer of 2008. Supervisor Louis wished to limit comments to accident history on SR144. Ron Kent asked for the weight limit of the SR 144 bridge that is north of the hamlet, adding that the road is not designed to handle the kind of traffic. Supervisor met with safety people about SR144 during the winter; another study was planned, along with better signage. Kuenster asked if there was a tonnage limit through historic district. Truck traffic on a state highway cannot be restricted, said Supervisor, the only option would be for the Town to take over the highway from the state. SR396 has a significant issue for truck traffic. Trudy Litto asked what we could do. If Board supports going forward with letter, restrict traffic to being only north of the site because SR144 to the north is a road that can handle traffic. NYSDEC can put a traffic route as a provision of the permit. Municipalities are limited in restricting activities; truck traffic is what we are using to take action. Ellie Alfeld asked if any one has spoken to Town of Coeymans or Village of Ravena about this issue. Ellie reported that Carver trucks have come out and gone through the village of Ravena. Certainly they had to be contacted. Supervisor stated he was unsure of jurisdiction in this particular matter; his major concern is the lack of involvement of a neighboring town with great impact. Councilman Byas said to send the letter.

Councilwoman McKeon stated that the last week of summer parks program required cancelling (weather) 2 days of work for counsellors and Summer Recreation Director Amy Decker has asked to pay the counsellors for the extra hours worked for Zoom Flume trip, and to stay on the Thursday (next to last) and clean the storage building, inventory, bring to Town Hall, basement for storage. No requirement for additional monies. Supervisor said that represented 6 hours each on top of program hours, but since they were not paid for 2 days would represent no increase in budget.

**RESOLUTION
AUGUST 11, 2008**

**RESOLUTION AUTHORIZING ADDITIONAL PAYMENTS
FOR SUMMER PARKS PROGRAM COUNSELORS**

BE IT RESOLVED, that the Town Board hereby authorizes additional payments of up to six hours each for the Summer Parks Program Counselors for additional work performed on August 8, 2008 and August 14, 2008, at a rate of \$8.67 per hour.

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Councilwoman McKeon moved, seconded by Councilman Byas.
Adopted **Ayes-5 Kuenster, McKeon, Louis, Byas, Norris**
 Nays-0

Magistrates Conference

Supervisor Louis received today a request from the Town Justices to attend mandatory training.

**RESOLUTION
AUGUST 11, 2008**

**RESOLUTION TO AUTHORIZE ATTENDANCE BY TOWN JUSTICES
AT NEW YORK STATE MAGISTRATES CONFERENCE**

RESOLVED, that the Town Board does hereby authorize Joseph Cosenza and Joseph Farrell, Town Justices, to attend the New York State Magistrates' Conference to be held from September 21-24, 2008, and authorizes expenses for registration, transportation, lodging and meals.

Councilman Byas asked if this was an annual event for them. Answer yes.
Supervisor Louis added that there is a state tax form for tax exemption on lodging and would the Town Clerk supply them with that form.

Councilwoman McKeon moved, Councilman Kuenster seconded.
Adopted **Ayes-5 Kuenster, McKeon, Louis, Byas, Norris**
 Nays-0

PUBLIC COMMENT

Richard Guthrie asked about progress from County Highway Department to work on **Main Street/CR61**. Highway Superintendent Denis Jordan was not given a date for completion. Test borings have been done. Bob Ross asked if letter to NYSDEC and NYSDOT was available to the public. Answer: Yes. Supervisor reminded that the Town Board's actions represent the interests of the residents, and encourages residents to go ahead and take parallel action. The Environmental Notice Bulletin should not have to be read to find out what is happening 1 mile away. Ron Kent asked for **Jennings Road** update, surveyor will do work later this month. Rich Guthrie asked, regarding New Baltimore Road and 9W's blind spot, what is mowing schedule of NYSDOT? Trudy Litto stated Madison Avenue West sign cannot be seen if coming from the north. Superintendent Jordan added both to his list for NYSDOT. Councilman Kuenster asked for pedestrian sign for the New Baltimore Conservancy, and guiderail has not been cut to date.

MONTHLY REPORTS

Supervisor Louis reported that the Town Board was approving vouchers that appeared on the abstracts prepared for this meeting. Also, provided Board with revenues and expenditures for month of July 2008.

County Legislator Jim Van Slyke was not present.

Town Clerk Brooks reported 1 C/O searches; Permits: building permits 13, Chimney/woodstove 1; decks and porches 1; garage 1; sewer hook-up 1; park 3, beer 1; conservation fees 2, dog licenses 37, purebred licenses 1; marriage licenses 3; minor subdivisions 4, geneological copies 2, photocopies 56, and recycling fees with revenue to Town Supervisor of \$ 2,478.71 and non-local revenue disbursed of \$264.04.

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Highway Superintendent Jordan reported for the month of July:

Grader-patched various roads with blacktop; Mowed and weedeated around Town garage; Worked on mounting stainless steel sanders on plow trucks; Changed oil and filters on 2002 pickup; Hauled in road sand for winter use; Cleaned-up fallen tree on Deans Mill Road; Installed 80' of 36" culvert on New Baltimore Road; Patched small washout on New Baltimore Road; Cleaned up fallen tree limb on Scheller Park Road; Cleaned grates and drains in hamlet, heavy rain expected; Cut brush on New Baltimore Road; cut brush around road signs; Mowed grass along roads; Sent one truck to help Town of Cocksackie pave; Installed 60' of 12" culvert on Paradise Hill Road; Installed 35' of 12" culvert on Meadow Lane ; Installed 40' of 15" culvert on Medway-Earleton Road; Sent one truck to help Town of Coeymans oil & stone; Hand patched some roads with blacktop; Repaired monkey bars at district 2 park ; Brought garbage can to District 2/Hallock Park for park program; Removed sign from District 3/Silver Lake Park, cleaned and put back up.

Wastewater Treatment Plant Jim Polverelli reported: July 4- drying bed exhaust fans cleaned, drying bed overhead doors repaired, 13,000 lbs of sludge removed, repaired drying beds baffle board, July 21- pump station generator running 41 hours, relay had burned out; July 24-equalization tank pump #2 tripped, and was reset.

Town Historian Clesson Bush had no report for the month of July.

Code Enforcement Officer/Building Inspector John Cashin and Christian Larsen reported for July as follows: New Building Permit Applications Received – 14; Pool Permit Applications – 5; Building Permits Issued – 4; Building Permits Re-Opened – 3; Building Inspections – 28; Mobile Home Permits Issued – 1; Pool Permits Issued 3; Stop Work Orders issued – 2; Junk Vehicle Complaints – 1; Court Appearances – 1; Zoning Violation Investigations – 3; Code Violation Investigations – 7; Septic Replacement Permits –2; Certificates of Occupancy Granted – 4; Certificates of Compliance Granted – 4; Application Fees for Month: \$2,113.52; Total Fees for Year to Date: \$7,226.24

Newsletter Chair Councilman Kuenster reported

Assessor Gordon Bennett reported the 2008 school roll will be completed this week. The 2008 State Aid STAR administration payment will be \$806.49. These funds are intended to help defer the costs of local assessors performing star-related activities. Checks should be received in August 2008 and recorded in the General Fund Account A3040, State aid-Real Property Tax Administration. A Basic STAR recipient who applied for the 2007 rebate does not have to reapply as long as property information remains the same. Taxation and Finance will issue a rebate check automatically by the end of October. The amount will be about the same as last year. For those who did not apply for 2007, or if property information changed during the year, they must apply by December 31, 2008. Taxation and Finance will send an application automatically by the end of October. If you're a property owner and your income is more than \$250,000, you are not eligible for a rebate check, even if you have a Basic STAR exemption. If you're an enhanced STAR recipient, generally seniors, Taxation and Finance will issue you a rebate check automatically by the end of October. You don't have to apply. Enhanced rebate amounts will be about 40% higher than last year.

For 2009 budgets, a new law has been signed that requires counties, towns, villages, and school districts to attach to their tentative or preliminary budgets an exemption report. The report will show how much of the total assessed value on the final assessment roll used in that budgetary process are exempt from taxation. The report will list every type of exemption, payments in lieu of taxes or other payments for municipal services and the

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cumulative impact of each type of exemption. Notice of the report is required to be included in any notice of the budget otherwise required by law and posted on any bulletin board and website. The report will also be part of the final budget. Our State Office Assessing Program will be updated to provide this report to the various offices ASAP.

Agriculture Committee Chair Councilman Kuenster reported a summer hiatus for the committee.

Public Memorial Committee has received no requests for additions and will meet in September.

Planning Board Chair Lee Davis reported having not met since its last report to the Town Board.

Zoning Board of Appeals Vice Chair Meave Tooher reported having met on August 6, 2008. Public Hearing was held on the Use Variance Application for Bruce and Rose Ubrich to allow them to continue their Agricultural Use in the Route 9W Commercial District. Public Hearing was recessed until 7:30 pm September 3 to allow the Ubrichs time to provide additional information to the Board.

Recycling Center Operator Spencer Sebert reported receiving 3 tires, revenue to Town of \$ 6.00. For Town Hall Maintenance, Spencer reported having replaced the guide on the bi-fold closet door, jacked-up and levelled handicapped landing, and cleaned out catch basin in front of basement door.

Animal Control Officer Joe Tanner had no report.

For Fire/EMS /Law Enforcement Councilman Norris reported at July 15 EMS meeting the budget was reviewed. New Baltimore's 2009 fee will be \$13,714 that is \$321 more than last year. This is just a 2.3% increase from 2008. This small increase is due to a decrease in the number of calls the town is estimated to have in 2009 that was 65, down from 66 calls in 2008; New Baltimore had the smallest increase of all the towns in Greene County. The County's share for the town is \$27,221 and the total share all towns in the county will be \$691,000. The next meeting of the town's emergency management committee will be on September 9, 2008 at 7pm. We hope to finalize the updated Emergency Management Plan. Chief Fava of the Medway Grapeville VFD wants to thank everyone who donated money in their latest fund raiser that was mailed out several weeks ago. Over \$1200 was donated. The Chief also said the new fire truck will delivered later this year.

For Parks, Councilwoman McKeon reported for Summer Recreation Director, Amy Decker: (excerpted) This will be our last week of the Town of New Baltimore's Summer Recreation program, ends Friday, August 15th. This summer's theme has been heroes-superheroes of course, but also the very important everyday people that do things that sometimes go without recognition.

The first week, the local fire company came with a fire truck. Jack Wallace, a grandfather of several of our campers, with his team of Paul Davis and Thomas Gonzalez, modeled firemen's gear and showed the children how it worked, what to do in case of a fire. The children went in the fire truck, heard the siren and enjoyed a spray from the fire hose. Mrs. Lynn Wallace of the Ladies Auxiliary, brought fireman's hats for the kids along with coloring books and neon bracelets. She was kind enough to take pictures and make a CD of photos for the town, which is available at the office.

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The second week highlight was a rock-climbing wall provided by Climb Time's Jim Turrell. The kids enjoyed the challenge and the triumphs of going half way up to going up all four "easy to expert" sides. Jim Turrell and his team encouraged each one. A trip to Zoom Flume was enjoyed by 46 kids, 6 parents, 11 counselors and 6 young foreigners from Turkey and Bulgaria staying with Assistant Director Michelle Fortney. The heavy rains, thunder and lightening stayed far enough away for us to enjoy the time safely. The kids wrote thank you's to a couple of wounded soldiers as well as to the firemen for what they do.

Trooper Pat Mahoney and his canine partner met the kids on Monday, a traveling tennis camp provided by the Greene County Youth Bureau on Tuesday, Field Day on Wednesday, Traveling Library on Thursday, and the Stewart's ice cream sundaes, a bounce house and slip n' slide provided by Steve Anslow on Friday.

Thank-you to Town Supervisor Dave Louis and Councilwoman Arlene McKeon for putting mulch around the play areas of parks, to Town Clerk Janet Brooks who simply makes everything happen behind the scenes so that others' work is easier, and to Claudia who fills in to give Janet a break.

Councilman Kuenster asked for clearer view of the District 1/Wyche Park entrance for Farmers' Market visitors.

Returning to Buildings and Grounds/Maintenance, for the propane line: dig, then call Amerigas, then backfill.

Promotion/Economic development Chairman Kuenster had no report.

Grants had no report.

Website and Technology had no report.

Personnel had no report.

Highway Superintendent Jordan reported that the Distict 1/Wyche Park line lays on the apple tree. Is a bucket needed to restore? Yes, can George Arnold finish the job? The recommendation was also made to put cages around light bulbs as many were broken. A twenty-five foot ladder would be needed for the task.

{Supervisor Louis moved to enter executive session to discuss a personnel and a legal matter, seconded by Councilwoman McKeon.

Executive Session began at 8:55 p.m.

Councilman Kuenster moved to close executive session at 9:09 pm, seconded by Councilman Norris.}

With no more from the Board or the public, Councilman Kuenster moved to adjourn, seconded by Councilman Norris.

**Motion Carried Ayes-5 McKeon, Kuenster, Louis, Norris, Byas
 Nays-0**

The meeting was adjourned at 9:10 p.m.

Respectfully,

Janet A. Brooks
Town Clerk