

# DRAFT

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
SPECIAL TOWN BOARD MEETING  
APRIL 11, 2011

## Opening of Special Meeting

Delaware Engineering- WAS CANCELLED BY DELAWARE ENGINEERING

COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 1

## OPENING OF MEETING

The meeting was called to order at 7:35 pm by Supervisor Susan O'Rorke and followed by the Pledge of Allegiance. In attendance: Councilwoman Finke, Councilmen Byas, Meredith and Norris, Highway Superintendent Jordan, Town Clerk Brooks, and 28 members of the public who signed attendance sheet.

## APPROVAL OF MINUTES

Councilman Norris moved and Councilman Meredith seconded the approval of Minutes of February 14, 2011 Regular Town Board Meeting submitted by the Town Clerk. No discussion. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

ROLL CALL VOTE: BYAS-AYE      FINKE-AYE      MEREDITH-AYE  
                         NORRIS-AYE      O'RORKE-AYE

### Adopted

Supervisor asked on page 3, regarding the word INSERT for insert of meeting rules, since Councilwoman Finke was not able to send the meeting rules, there is no insert and to remove the word. With that word removed, Councilman Norris moved and Supervisor seconded the approval of Minutes of March 14, 2011 Regular Town Board Meeting submitted by the Town Clerk. No further discussion. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

ROLL CALL VOTE: BYAS-AYE      FINKE-AYE      MEREDITH-AYE  
                         NORRIS-AYE      O'RORKE-AYE

### Adopted

## PRESENTATION- EAGLE SCOUT – James Buono, Jr.

Supervisor said the Town has a new Eagle Scout, son of James and Kathy Buono. Very impressed with the accomplishments needed and documented, she added that James' excellence continues past the projects and completed badges to the classroom and school extracurricular activities. The Town has a past practice of formally recognizing its Eagle Scouts. She read.

## RESOLUTION APRIL 11, 2011

## CONGRATULATING JAMES BUONO, JR. UPON THE OCCASION OF RECEIVING THE DISTINGUISHED RANK OF EAGLE SCOUT

WHEREAS, James Buono, Jr, a resident of the Town of New Baltimore, through his diligence and rigorous efforts, has achieved Scouting's highest and most prestigious rank, and

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 2**

**DRAFT**

**WHEREAS**, the Boy Scouts of America and its members are dedicated to the development of character and leadership in our youth, and

**WHEREAS**, the highest achievement of leadership in Scouting, earned by less than four percent of all Boy Scouts, is the distinguished rank of Eagle Scout, and

**WHEREAS**, James has been involved in Scouting for many years, has lived up to Scouting's ideals and has attained all of the necessary achievements, including an extensive project that James planned, organized and managed. James' project included the repairing and painting of the St. Patrick's Church auditorium.

**WHEREAS**, this outstanding young man's perseverance in rising through the ranks to Eagle Scout is a strong indication of his ability to master difficult tasks and will enable him to emerge a leader who will be ready to meet the challenges facing us all in the future, and

**WHEREAS**, this outstanding achievement brings great pride to his family and our community, and warrants special recognition.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of New Baltimore does hereby acknowledge this meritorious honor and extends its congratulations to James Buono, Jr. on the occasion of his achieving the rank of Eagle Scout.

**Councilwoman Finke moved and Councilman Norris seconded.** No discussion. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

<b>ROLL CALL VOTE:</b>	<b>BYAS-AYE</b>	<b>FINKE-AYE</b>	<b>MEREDITH-AYE</b>
	<b>NORRIS-AYE</b>	<b>O'RORKE-AYE</b>	

**Adopted**

Supervisor presented the framed resolution to James, who was in attendance and in uniform.

• **RCS SCHOOL DISTRICT BUDGET PRESENTATION**

Superintendent Daniel Teplesky, School Board President Scott Hughes, and Assistant Superintendent for Business Lyn Derway were present. Mr. Teplesky congratulated James Buono and thanked the Town Board for the honor of presenting to the Town Board. Until the impact of \$900,000 cut in NYS Budget, a 0% tax levy was expected. The district will lose of 10.4 teaching positions, 1.6 CSEA positions, and a 3.39% tax levy increase. He thanked the Town Board for their service to Town.

Assistant Superintendent Lyn Derway brought forward a \$42.5 million budget, a loss of \$641,000 in state aid, employee benefits are significant portion, employees' retirement contribution rate has risen, and teachers' retirement system rate increase. Eight percent of total assessed value in school district comes from New Baltimore, tax is apportioned along that same percentage, last year saw a 2.36% decrease in taxes (\$26.88/\$1,000) due to 68.5% equalization rate assigned by the state. The budget vote is May 17, polls are open 8am to 8pm. It is a fiscally-responsible \$481,000 less than the contingency cap allowed by state. A \$700,000 cut is expected in federal aid next year.

Councilwoman Finke asked how many students live in New Baltimore; answer; not known.

Supervisor asked the size of the unappropriated fund balance; answer: \$900,000 or about 2% of budget. By law it can be 4% of budget.

Councilman Norris asked, having received notice of \$900,000 lost, was any gotten back; answer: \$350,000, said Mr. Teplesky, from the legislature. Councilman Norris asked when 10 positions were cut; answer: before knowing about that loss.

Supervisor asked were there other program cuts and the pool; Mr. Teplesky gave the school board options, originally 3.45% increase without the pool. The school board was willing to

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 3**

**DRAFT**

support a 3.79%, the pool was put to the voters once already, put money forth to lower to 3.39%; grades 6, 5, and 4 each lost a position with 5<sup>th</sup> grade class sizes going from 17 to 22, and 4<sup>th</sup> grade going from 16 to 21 students. With 2 retirements, 1 social studies, 5 music teacher, and .4 language other than English teachers totaled the 10.4 positions. There is a slight decrease in enrollment expected, 175 juniors now. There will be no effect on AP classes; meeting with HVCC on April 12 regarding summer school, can earn college credit at \$45/credit hour while in high school. Supervisor asked about Columbia-Greene Community College; Mr. Teplesky said, with territoriality, will explore grants to help with college chargebacks. Councilwoman Finke asked if any administrators were targeted; positions not filled in recent years were in human resources, technology, and district office; it would cost more to install 3 deans than continue with the principals.

Ellie Alfeld asked if aware of total New Baltimore tax dollars, \$67,919.78; has had no return call to answer to her question to learn number of students from the town and was told there was no way to determine how many attend; Ms. Derway said she would inquire.

Ellie asked is \$54,000 per special education student correct; answer: the cost varies depending on where they attend (i.e. BOCES, Schenectady, Kingston). Mr. Teplesky believed \$24,000/student appears on the school Report Card.

Ellie asked if district was aware of cost to attend SUNYA; are special education and college equal costs? Does RCS offer more than the state mandates; Mr. Teplesky said a student's program is determined by their Individualized Education Program (IEP). Ellie was told RCS offers programs not offered at Bethlehem, Schalmont or Guilderland; Mr. Teplesky said students may be sent out-of-district for certain programming.

Ellie asked did the school board decide to keep pool open and lose 10 teachers; answer: yes. Ellie asked, with full parking lot, to omit 4pm bus and consider a merit system for parking spaces; Mr. Teplesky said, with renegotiation to only a 2:45 and 5pm bus, saved \$100,000; also, negotiated with CSEA and SRP unit and, with givebacks, saved \$120,000 in health insurance costs for next year.

Ellie asked if administrative, teaching, custodial, office, support staff agree to freeze wages?; Mr. Teplesky said, by negotiation, saved \$200,000; he, Ms. Derway, and Assistant Superintendent for Instruction have frozen wages and saved \$16,000. He did not know what those schools pay increases have been over last 3 years and what they gave back in insurance; developing trust doesn't happen overnight and RCS has had 5 superintendents in 10 years. Ellie said glad to see RCS administration in New Baltimore.

Attendee asked if a total student number could be gotten by next Board meeting; Mr. Teplesky said student information system does not break down by townships; he will ask the system administrator if that can be gotten for the 4 towns in the district and will report back for next Board meeting.

Coxsackie-Athens Central School District will attend next meeting.

#### **PUBLIC COMMENT**

Diane Louis said the audience should have chances to ask their questions. Lee Davis inquired where the Town stands with amendments to the zoning law enacted in 2008, knowing that members of Town Board campaigned on the platform to amend, and during 2010 there were efforts made to get a committee together of various viewpoints, names were drawn up but abruptly stopped, the list of 10 people then didn't want to be on the committee. He is aware that New Baltimore Alliance was vocal, has been meeting and discussing the zoning, is concerned that any revisiting of zoning happen in public, information used to develop something as important as land use, should come up in public. In 2008 community was divided, but the process was public, noticed with mailings to inform the public, and, after proposal, a good number of public meetings where comments were taken, leading to considerable changes and all done in public. If an adhoc group is meeting, robust and public discussion is needed; can we expect any changes. Supervisor answered that nothing has come to her attention. Lee asked, if any proposal comes forward, not to pass with just a public hearing, but commit to same effort done previously.

#### **CORRESPONDENCE**

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 4**

**DRAFT**

Town Clerk and Highway Superintendent have a past practice, "Highway will no longer pick up leaves" advertisement; Councilman Norris asked if it was approved by 2 Board members; answer: yes. Pickup occurs in the fall only; this is spring and residents may bring leaves to highway garage during regular business hours.

From NYS Department of Environmental Conservation via the Town Clerk's Office, - sales of \$10 marine/saltwater fishing licenses have been suspended. (posted and on website) A no-cost registry will begin June 1.

From Christine and Dennis LaRose- a thank-you to Town snowplow drivers for work on winter roads, without making deposits in driveways.

From Eric Schultz- a letter referencing past correspondence; owns the Scheller Park area garage rented by 30 year old, grandfathered, commercial business, Hunter Motor Coach, (2007 letter appears in public hearing minutes for Planning Board). Although not zoned Commercial, it is grandfathered as a prior use. A building permit is current for [Rebusmen] converting a building to a two-family; it is referred to Building Committee's Councilman Norris and Byas.

From Bicentennial Committee - a letter commending Deputy Town Clerk Diane Jordan and Town Clerk Janet Brooks for assistance with preparations and support of the Bicentennial event on March 13. (Letter on file) Supervisor agreed with the sentiments expressed.

Bicentennial Committee wrote a letter, commending Denis Jordan, Alan VanWormer, and Scott VanWormer for assistance, expertise, time and support of the resounding success of March 13 Bicentennial event. (Letter on file)

Order in Judgment in the matter of New Baltimore Sunny Farms v. Town of Cocksackie and New Baltimore, also Butler, assessed at \$1,674,300, judgment requires reduction to \$833,022. The difference in assessment is still higher from where the Town started (\$560,400); the petitioners were granted relief requested by way of reduction; the cost of litigation (lawyer and expert) was shared by intermunicipal agreement with Town of Cocksackie and Cocksackie-Athens Central School District.

## **Old Business**

### **1. Meeting Rules**

Discussion was begun at last Board meeting by Councilwoman Finke and Councilman Meredith, main suggestion was public comment be held to one, with no comment taken during the meeting. Supervisor voiced concerns; the Town has history of open intake, Town Board has heard from 2 prior town supervisors. Having open forum can make meetings longer, hoping to do better job of representation by answering questions and taking advice. Supervisor was surprised to hear school board meetings are not as well attended, maybe since input may be given. Councilwoman Finke asked to take a look at it and discuss at Work Meeting. Rules draft is not on the website yet. Rich Guthrie asked if that would have impact on the process of the meeting. Councilwoman Finke said individuals will be able to ask questions up to 3 minutes during the meeting. Supervisor has had difficulty controlling the meeting and civility has been issue and expressed by many residents, this is just a guide. Rich didn't understand answer, can question be raised during the meeting, Councilman Byas said yes, during the public comment period, Councilman Byas said only during the public comment. Clerk Brooks asked for more volume.  
David Wukitsch read.

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 5**

**DRAFT**

**Town of New Baltimore Meeting Rules**

1. Speakers must give their name during the Town Board meeting and must address their remarks to the Board as a body and not to any member thereof.
2. Speakers must be recognized by the presiding officer and must limit their remarks to up to three minutes on a given topic and may not yield any remaining time to another speaker.
3. Comments must relate to the current agenda item being discussed at the board meeting and legitimate town business during the Public Comment Period.
4. Speakers should present their remarks in a courteous manner and may not make disparaging remarks or personal comments about public officials, town residents, or others. All speakers will observe the commonly accepted rules of courtesy, decorum, dignity, and good taste with no cursing, swearing, clapping, booing, finger pointing, bullying, whispering, or talking that disrupts the proceedings of the business of the Town Board.
5. Any speaker who disregards the directives of the presiding officer in enforcing the rules, disturbs the peace at a meeting, makes impertinent or slanderous remarks, or generally conducts themselves in an inappropriate manner shall be barred from further participation and will forfeit any balance of time remaining for their comments.
6. After a final warning, if a speaker willfully refuses to step down, the Town Supervisor shall contact the appropriate authorities to remove the speaker from the meeting room and to restore order.
7. If the Town Supervisor does not/cannot control the meeting, the Deputy Supervisor, Town Council Members, or the Attorney for the Town may step forward and enforce order.

This policy may be amended by majority of the Town Board.

Supervisor believed #7 was discussed at last Board meeting and is in conflict with Town Law 64. Attorney Wukitsch suggests "in the Town Supervisor's absence, the Deputy Supervisor shall take all necessary steps to insure compliance with these rules." Clerk Brooks added that the prior discussion appears on pages 3-4 of Minutes the Board has just approved. Supervisor confirmed the rules are for the Public Comment Period. Councilwoman Finke said #3 is about the Public Comment Period. Supervisor said #1-6 are for Public Comment Period. Councilwoman Finke said the rules apply to both. Supervisor confirmed #4 means comment will be heard throughout the meeting. David Wukitsch has been sitting since about 1988-89, only had Athenian democracy in last couple of years. We've had public comment periods and opportunities. The idea of the public participating as a Board member, prior supervisor controlled meeting and comment. Supervisor asked if that had to do with 1 or 2 who attended. There is an increase in number of people attending. Councilman Norris included Barb Tanner, his 2 years was with 2 attendees. Ellie asked how many times did anyone serving on this Board attend a meeting before election, attendees have paid taxes to the Town; you want to bring up problems and ideas.

Supervisor said #2 "must be 3 minutes" requires timekeeping. Councilman Norris said Attorney Wukitsch had offered to keep the time, purpose of public meeting is for public to be

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 6**

**DRAFT**

heard, reasonable limits, create opportunities, some Boards limit comment to certain times and do not recognize during other portions of meeting. Councilman Norris suggested an end-of-meeting 'open mike'. Attorney Wukitsch said historically, excluding zoning and water, there hasn't been a lot of opinion. Rich Guthrie asked if this would be acted on this night or put on website to be looked at by public? Supervisor said until tonight, not everyone had seen revisions; ideas will be brought to Work Meeting, decision at May Regular. Councilman Meredith is glad to have Attorney Wukitsch's presence. Councilman Byas said we're going to put on website, and have resolution prepared for May Regular. Councilwoman Finke will make changes and put out on the website.

**2. Resolution to Approve New Town Health Plan**

This was TABLED to complete the definition of eligible dependent, eligibility date for medical and dental, age and years of service for eligibility for coverage. Councilman Byas thought age of "62 or 65"; Councilwoman Finke added "20 years of service". Councilman Byas asked what it was now. Councilman Norris feels revisions will impact hiring for positions; Supervisor said the Town does not have highest pay or health benefits; this puts the Town less attractive for non-union workforce when hiring qualified employees. Attorney Wukitsch said it is important to have attractive package for potential candidates, fortunate to not have unionized workforce that would raise costs considerably, take steps to make it attractive and avoid a union effort; salary scale is not attractive, nor the health plan. Supervisor felt that was reason to go with 15 years and 60 years of age. Councilman Meredith felt that was agreed upon. Councilman Norris feels 15/60 is competitive and not too great a jump. Supervisor said Se. will be April 11, no longer provide reimbursement to spouse. \$66.60 to the retired employee and their spouse; do not continue health insurance benefit if employee dies or divorces, may continue at their cost. This should coincide with health insurance; three spouses of retired, passed employee will be impacted and will not continue to receive this, yet more in line with intent of policy. Supervisor had conversation with agent asking where in the policy was Town given authority to pay those individuals- it was past practice. Councilman Norris asked to collect an impact statement from them, changing the policy; Supervisor said reading #6, Town Board can change policy and probably all will be impacted. Councilman Meredith suggests grandfathering the three affected individuals and changing the policy so it doesn't happen again; Councilman Norris agreed; Supervisor and Attorney will prepare revisions. Bob Knighton agreed with Councilman Meredith, and suggested using wording, "if you become a surviving spouse after (date)".

TABLED to Work Meeting

Ellie asked on COBRA?; Supervisor said if do not make their payments, once on Medicare, (New York State's practice is to reimburse portion of that.) These people are paying for insurance, then Town twice a year reimburse them for Part B. Councilman Norris did not want to take the three off.

**3. Resolution to Approve Town Hall Building Use Form**

At last meeting, Town was asked for use of Town Hall but did not have a form or procedure. Greene County Historical Society also does this in Windham. Supervisor asked Councilman Byas if he had drafted a policy; answer: no. Supervisor has forwarded to Town Board for approval; item #10 could be waived.

**RESOLUTION  
APRIL 11, 2011**

**ESTABLISH TOWN POLICY FOR USE OF TOWN HALL BY OUTSIDE  
ORGANIZATIONS**

WHEREAS, the use of Town Hall may be requested by outside organizations periodically, and  
WHEREAS, the Town Board wishes to establish a policy for the use of town hall,

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 7**

**DRAFT**

NOW, THEREFORE, BE IT RESOLVED that any organizations requesting the use of Town Hall will complete an Application for the use of Town hall (form attached) and return it to the Town Clerk's office. The Town Clerk will forward all applications for the use of Town Hall to the Town Board for approval. The Town Board will have the final authority to approve, amend or deny all applications for the use of Town Hall

**Councilman Norris moved and Councilman Meredith seconded.** Councilman Norris asked what groups must use this; any non-Town sanctioned committee or organization. Councilman Norris asked if it could be placed on website. Councilwoman Finke asked [unable to hear] if other Towns use; Attorney Wukitsch said yes, for liability and insurance reasons. Supervisor said similar to pavilion use form for parks, this location has greater risks. Councilman Byas said for parks, we do not have insurance coverages, right; Supervisor felt he would know as he serves on Parks Committee. Supervisor explained there are more assets at Town Hall. Councilman Byas said for a small group that wants the Town Hall, to buy insurance doesn't work for them. Supervisor said the Board would approve, amend or deny. Councilman Byas said it would have to come 30 days in advance. Supervisor listed the logistics: security, staff to open and close building. Councilman Norris felt it is reasonable considering the assets. Member of the public felt a Town Board member should be present in the building, process a fee for the use. For Greene County Historical Society event, Supervisor and Building/Planning/Zoning Clerk Loux will share the responsibility. Bob Knighton felt the assumption should be that the Town Hall should not be used by outside groups, but for an exception, because of the assets; Supervisor said it had to come before the Town Board for decision, unlike the park rentals. Clerk Brooks said last known use was the US Census for interviewing and testing. Supervisor said the fee was waived for Historical Society; may need to hire employee to open and close, 2 hours or 8 hours, the charge would return to the group. Councilman Byas said, if a Town resident's group, there should be no charge if it is something functional. Clerk Brooks asked to consider the time for answering questions and processing applications. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows: Councilman Byas asked what the vote was for.

**ROLL CALL VOTE: BYAS-AYE FINKE-AYE MEREDITH-AYE  
NORRIS-AYE O'RORKE-AYE**

**Adopted**

**4. Corrections to MOA for Ag Fest Committee**

Two things were requested by AgFest Committee, indication that non- for- profit 501C-6- has not been achieved; and the Committee asked that the tractor pull event be included.

**RESOLUTION  
APRIL 11, 2011**

**RESOLUTION TO AUTHORIZE SUPERVISOR TO SIGN REVISED  
MEMORANDUM OF AGREEMENT WITH AGFEST COMMITTEE**

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the attached revised Memorandum of Agreement with the AgFest Committee for 2011.

**Councilman Norris moved and was seconded by Councilman Byas.** The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

**ROLL CALL VOTE: BYAS-AYE FINKE-AYE MEREDITH-AYE  
NORRIS-AYE O'RORKE-AYE**

**Adopted**

They can place the insurance for the tractor pull just as last year, with same terms and conditions.

**Further changes to the Health Insurance Plan will be TABLED to May.**

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 8**

**DRAFT**

**NEW BUSINESS**

1. Resolution to Pay Claims

Supervisor asked if all Board members had audited vouchers? Supervisor removes 2011 \$30.67 was overbilling by State Telephone, \$64,696.53. Councilman Byas had not; Councilwoman Finke has, Councilman Meredith has, Councilman Norris has prior to this night. Supervisor has attached the abstract to the resolution.

**RESOLUTION  
APRIL 11, 2011**

**RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY AUDITED CLAIMS**

WHEREAS, the Town Clerk has presented claims to the Town Board for audit and review and,

WHEREAS, the Town Board has audited claims 201104/01-65, removed #201104/60, for a total amount of \$ 64,696.53 , it is

RESOLVED that the Supervisor is hereby authorized to pay claims totaling \$ 64,696.53.

BE IT FURTHER RESOLVED that the Town Clerk has prepared an abstract, which is attached, and holds it for public review until April 30, 2011.

**Supervisor moved and Councilman Norris seconded.** No discussion. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

<b>ROLL CALL VOTE:</b>	<b>BYAS-Abstain</b>	<b>FINKE-AYE</b>	<b>MEREDITH-AYE</b>
	<b>NORRIS-AYE</b>	<b>O'RORKE-AYE</b>	

**Adopted**

Supervisor said she has emailed and put notices in mailboxes to have auditing of claims completed; this has been a struggle over the past year; vouchers are available for review Friday afternoon, all weekend, and all day on Monday. Resolution and audit must be done in conjunction per Association of Towns. A cutoff time before Wednesday before meeting puts us in an awkward position with accounts payable, creating late fees and phone calls. Councilman Byas said it is partly his fault since he works 12-15 hours everyday. Councilman Norris asked if the Board meeting should start with audit of vouchers. Attorney Wukitsch said some towns do. Councilman Byas said that will just extend the meeting and since he works so much just doesn't have the time. Ellie Alfeld commented that in past years they were signed before the meeting began, but appeared that the vouchers were not looked at, only signed. Supervisor said it is time-consuming process. Attorney Wukitsch said Town Board members have a legal obligation to a thorough review and that the voucher is in accordance with whatever agreement has been made with the vendor or contractor and that payment is justified. Supervisor reminded that smaller batches of vouchers are better; may come to Town Clerk any day during office hours, as she and Councilman Norris do. Ellie said in late 70's and early 80's, gaveled in, vouchers were signed before any business was conducted; Clerk Brooks said that practice continued through most of the 1980's.

2. Resolution to Reappoint Antonia 'Toni' Campbell as Summer Recreation Director

Typically done in April, Supervisor read.

**RESOLUTION  
APRIL 11, 2011**

**RESOLUTION APPOINTING SUMMER RECREATION DIRECTOR**



COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 9

**DRAFT**

RESOLVED, that Antonia Campbell is hereby appointed as the Summer Parks Program Director, at an annual salary of \$1,900.00, payable in four installments of \$ 475.00 per week during the Summer Parks Program, provided that private and public funding .

**Councilman Meredith moved, seconded by Councilman Norris.** A letter was received from Greene County Legislature saying the Town would not get the member item because we've already received the 2011 grant. The Town has not received it, county legislator was not aware of new requirements. Councilman Byas said he got a memo from Margaret Fortman, Greene County Youth Bureau, since the state wasn't sending the money to the county that the county was not going to be able to give us. Supervisor talked to Terry McGee Ward, and budget was not yet complete. Toni Campbell has been looking at fundraising. Councilman Meredith said if money is received from the state, monies cannot be gotten from outside agencies; Supervisor believes that is the case regarding the money gotten for salaries, but not for the entire program. The members' grant from legislature paid for the Zoom Flume; if Toni's program is cut back she's offered not to go to Zoom Flume. Supervisor understands Toni has other job options and needs to know. Attorney Wukitsch offered to put in, as a proviso, "... providing that public funding is available to pay the salary". **Supervisor moved to amend with that phrase, Councilman Meredith seconded.** Councilwoman Finke said it could go from 4 weeks to 3 weeks, or to a shorter week. Attorney Wukitsch asked if it pays the entire salaries. Councilman Norris asked how much is state grant, \$1,300; the county's item pays for the Zoom Flume, Bouncey Bounce, and Climbing Wall. Councilman Norris will help Toni raise money. Attorney Wukitsch said could be TABLED til next month. **Supervisor withdrew motion** and said we could lose Toni. Councilman Norris asked to move forward, only \$1300. Councilman Meredith said could be taken from his salary. Councilman Norris wants Toni to know for certain about the position. Councilman Byas wants to TABLE to Work Meeting. Attorney Wukitsch said the amendment provides that public funding is available. Arlene McKeon said there is a time limit on filing for the grant Toni is pursuing; Supervisor said Toni needs the authority to fundraise, and as Councilman Norris said, if there is a shortfall, maybe another account would help out from contingency to help out. John Cashin reminded the Board about the public hearing and the passionate pleas given for the Parks Program. **Supervisor restated the amendment, so moved.** The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

<b>ROLL CALL VOTE:</b>	<b>BYAS-AYE</b>	<b>FINKE-AYE</b>	<b>MEREDITH-AYE</b>
	<b>NORRIS-AYE</b>	<b>O'RORKE-AYE</b>	

**Adopted**

Arlene McKeon confirmed if salaries are paid by public monies, public and private monies are in place for the program, fund the program. **Regarding the wording, substitute,**

**RESOLUTION  
APRIL 11, 2011**

**RESOLUTION APPOINTING SUMMER RECREATION DIRECTOR**

**RESOLVED,** that Antonia Campbell is hereby appointed as the Summer Parks Program Director, at an annual salary of \$1,900.00, payable in four installments of \$ 475.00 per week during the Summer Parks Program **providing that funding for the program is obtained.**

With that wording, **Supervisor moved, seconded by Councilman Norris.**

The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

<b>ROLL CALL VOTE:</b>	<b>BYAS-AYE</b>	<b>FINKE-AYE</b>	<b>MEREDITH-AYE</b>
	<b>NORRIS-AYE</b>	<b>O'RORKE-AYE</b>	

**Adopted**

3. Resolution to Approve Inter-municipal Agreement with New Baltimore Chestnut Lawn Cemetery

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 10**

**DRAFT**

Supervisor said recent changes to Town law, allows towns to enter into municipal agreements with unsustainable cemeteries, perhaps the legislature's way of saying they won't completely 'fall into the lap' of that municipality. Doug Deyoe, president of Chestnut Lawn Cemetery, is present and approached the Supervisor. Supervisor, Denis Jordan, and Doug met and the Association is seeking donated stone, but needs the cost of trucking to site; Highway Superintendent Jordan would run 4 loads at his crew's 'leisure' before the Highway crew begins working on roads in April to May timeframe. Mr. Deyoe asked for the ability of the Cemetery to buy stone at the state rate, by intermunicipal agreement? State rate is designed to serve municipalities. Callanan's said nothing leaves there that doesn't go across the scale; they will determine how much they'll give us; in future, could cemetery buy stone at town rate and reimburse the town; Supervisor described a "wash" for the Town; Attorney Wukitsch believes possible under the agreement. Attorney Wukitsch asked what the governing body of the cemetery was; New Baltimore Chestnut Lawn Cemetery's Board has one annual meeting, Mr. Deyoe doesn't believe it is incorporated, has an active bank account. Highway Superintendent Jordan was pretty comfortable with the trucking conversation and where to be dumped. Mr. Deyoe said as recently as 4 years ago, the Town nearly owned it. More than 12 acres, for mowing, hired who mows Stanton Hill about 30hour week. Mr. Deyoe added this is in Guinness Book for having a State highway running through it. Councilman Byas asked first 4 loads Callanan is giving, the Town is trucking those loads; after that, a contract out to expand for development, requiring stone roads. Councilwoman Finke said with 7 cemeteries this opens us to more in the future. Supervisor said all look to be family cemeteries. Councilman Byas said Stanton Hill Cemetery is 3-4 acres. Supervisor said if they become defunct, they end up in our lap. Councilman Byas asked if we needed an intermunicipal agreement to do this. Supervisor said it is private entity. Councilman Byas asked about the other ones, but no problem with his. Supervisor said the Town is mowing. Councilman Byas asked about the one in Medway. Supervisor asked Medway Christian? Councilman Byas said, by the church. Supervisor offered the list. Councilman Byas said he is just talking. Attorney said, having been involved, it is advisable for Town to help any cemetery with active boards, to support them within reason. Doug said no budget impact to the Town. Ellie Alfeld asked Attorney Wukitsch to explain recent legislation allows entities to use intermunicipality to contract with rural cemeteries to keep them viable for public benefit; if they do not remain viable they become a public liability. Attorney said mowing alone requires 30 hours/week. Ellie Alfeld is against having the cemeteries we have, without adding one that is growing. Not for just any private entity, Attorney said more and more of these cemeteries where governing bodies have disbanded have become the responsibility of the municipality, better to keep them in private hands; under state law [the Town] must take it on if it disbands, the more plots they can sell the more viable they are. Mr. Deyoe said 2 funds, operating and perpetual (lot sales/cannot touch), and intent is if board no longer functions, those perpetual funds move on; he invited Ellie to their next meeting. Supervisor said any future needs would also have to come before the Town Board; Attorney will prepare Agreement. Councilman Norris asked doesn't the Board have an agreement/contract with Open Space Institute/New Baltimore Conservancy/Hannacroix Preserve to plow? Supervisor said Town owns property there to access. Councilman Byas asked if that was for plowing? Yes. Mr. Deyoe asked if agreements to truck stone and then to buy stone at a later date would be bundled into one agreement; answer: yes. Councilwoman Finke asked for liability in case someone falls; Supervisor said within the intermunicipal agreement would be risk transfer and thanked Mr. Deyoe for attending.

**4. Resolution to Approve Pump Station Contract with Empire Merchants**

Supervisor worked with Delaware Engineering and Village of Coxsackie, then met with Serta and Empire Merchants to lay out expenses. There are currently only 2 users, Serta is very low user, Empire Merchants', although not in the Town of New Baltimore, flow moves through that pump station; the Special District must be solvent on its own. Attorney has reviewed this. Under Term of Agreement, instead of 40 years, replace with, "5 years with additional 5 year term. Contract renews automatically unless terminating party gives 30 days notice of intent to terminate at End of Term." Attorney Wukitsch does not see practicality of 5 year contract except for something of this sort.

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 11**

**DRAFT**

**AGREEMENT BETWEEN TOWN OF NEW BALTIMORE AND EMPIRE MERCHANTS NORTHEAST**

This AGREEMENT is made as of \_\_\_\_\_ ("Effective Date") by and between Empire Merchants Northeast, a \_\_\_\_\_ company (the "Company"), with facilities located at 16 Houghtaling Road, Cocksackie, NY 12051 and the Town of New Baltimore (the "Town"). The Company and the Town are referred to herein collectively as the "Parties" and individually as a "Party."

**MUTUAL UNDERSTANDING**

This AGREEMENT sets forth the mutual understanding and agreements between the Parties with regard to the provision of sewer services by the Town to the Company for facilities located in the Town of Cocksackie, New York.

The Company's facilities are located in the wholly within Town of Cocksackie within an existing Town of Cocksackie Special District. The Special District assesses a sewer rent upon the Company, the proceeds of which fund the operation and maintenance of the Town of Cocksackie sewerage system as well as treatment of the Company's wastewater by the Village of Cocksackie.

Prior to conveyance through the Town of Cocksackie sewerage system to the Village of Cocksackie sewerage system for treatment and disposal, the Company's sewage is directed into wastewater equipment and facilities owned, operated and maintained by the Town of New Baltimore.

The Town of New Baltimore has established a Special District for the purpose of assessing rents upon those properties benefited by the equipment and facilities owned, operated and maintained by the Town in the vicinity of the Company.

The purpose of this Agreement is to provide the mechanism by which the Town may receive payment from the Company for services rendered with respect to wastewater conveyance.

**ARTICLE I**

**OWNERSHIP OF ASSETS**

The Town owns, operates and maintains the pump station located at the eastern terminus of Houghtaling Road in the Town. The Town owns, operates and maintains the force main that conveys sewage from the pump station to the trunk sewer located on Route 9W. Together, these are the Town's Wastewater Conveyance Assets. The Town is responsible for the cost to operate and maintain the Town's Wastewater Conveyance Assets.

The Company shall own, operate and maintain the service lateral(s) that connect the Company's facilities to the public sewerage system.

The Company is responsible for the costs to operate and maintain the Company's service lateral(s) and any appurtenances or other infrastructure located on property owned by the Company.

**ARTICLE II**

**SEWER DISTRICTS**

The Town has created a Special District in conformance with Article 12 of the Town Law for the purpose of operating the Town's Wastewater Conveyance Assets. The Town may from time to time modify or amend the Special District.

The Town agrees to notify the Company of any modifications to the Special District that could affect the Company's rights under this agreement, including capital costs that could result in changes in the cost to the Company.

**ARTICLE III**

**METER READING AND BILLING OF SEWER SERVICES & SURCHARGES**

1a. Meter Reading – Water meters shall be installed and maintained by the Company in accordance with Town and Town and Village of Cocksackie standards, at the Company's expense. The Company agrees to quarterly water meter readings. Readings shall be reported to the Village of Cocksackie for billing of both water and sewer service charges.

1b. Billing – Billing for sewer service charges will be calculated by the Village of Cocksackie as provided in the Village's adopted rate schedule (metered rate), including a separate Surcharge to be collected by the Village of Cocksackie, payable to the Town of New Baltimore. The Surcharge shall equal the Company's fair share cost of operation and maintenance of the Town's Wastewater Conveyance Assets. The Company agrees that it is subject to the same reasonable use limitations and regulations imposed by the Town and the Village and Town of Cocksackie on similarly situated users of the sewer system.

Sewer Surcharge Rate – The Surcharge Rate shall be established annually by the Town and notice of rate setting activities shall be provided to the Company and other users situated in the effected Town Special District. The Town shall adopt an annual budget for the operation and maintenance of the Town's Wastewater Conveyance Assets which shall detail costs and contingencies. The Surcharge Rate shall be expressed and dollars per one thousand gallons of water used. There is no minimum Surcharge.

**ARTICLE IV**

**OPERATIONAL CONTROL**

The Town, its employees, agents or representatives shall, at any time, be able to inspect all components of the sewer infrastructure of the Company. In the event of an emergency, the Company shall provide verbal and/or written communication to the Town discussing the actions taken to deal with the emergency circumstances as soon as practicable.

Future changes in the Town's Wastewater Conveyance Assets required solely to provide service to the Company, if any, will be paid for by the Company. The Town shall notice the Company prior to undertaking any capital improvements necessary to service the Company.

Written notice shall include engineering and financial information adequate for Company review to ensure the necessity and cost of the improvements.

**ARTICLE VII**

**PROVISION OF SEWER SERVICES**

The Town shall furnish sewer services to the Company for the conveyance of sewage to the Town of Cocksackie wastewater collection system.

The Town warrants that it has the present capacity to provide sewer services to the Company and that it is legally empowered to provide sewer services having received any necessary approvals from regulatory agencies.

The Town agrees that the Company shall be liable only for sewer service Surcharges or fees imposed by the Town and Village of Cocksackie.

**ARTICLE VIII**

**EXCHANGE DATA**

All technical data relating to any capital improvements described in this Agreement within the possession of the Parties shall be made available to the other Parties without expense.

**ARTICLE IX**

**ADDITIONAL ASSURANCES**

The Parties agree to enter into such additional agreements as may become necessary to fully effectuate the provisions of this Agreement and to provide for mutual protection of all the Parties hereto.

**ARTICLE X**

**MERGER CLAUSE AND MODIFICATIONS**

This Agreement contains the entire agreement between the Town and the Company and may not be modified, unless such change or modification is signed by an authorized representative of the Town and the Company.

**ARTICLE XI**

**COMPLIANCE WITH LAWS**

Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 12**

**DRAFT**

promulgated pursuant thereto. No "action", as the same is referred to in Article 9 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

The Parties shall comply with all Federal, State, and local statutes, rules regulations, orders and ordinances applicable to the performance of this Agreement.

**ARTICLE XII**

**TERM OF AGREEMENT**

In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be forty (40) years. The Town and the Company agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments or changes to this Agreement must be acceptable to both parties. For 5 years with 4 additional five year terms. Contract renews automatically unless terminating party gives 30

**ARTICLE XIII**

**ARBITRATION**

Any controversy, claim, or cause of action arising out of or relating to this contract, or the breach of this Agreement, shall be submitted to, and decided by arbitration, which arbitration shall be conducted in the Town of New Baltimore and be administered by the American Arbitration Association in accordance with its then current commercial arbitration rules (or in accordance with such other procedures, if any, as the Parties to this Agreement may mutually agree upon in writing); and the decision in such arbitration shall be final, non-appealable and binding on the Parties to this Agreement. All costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) paid or incurred by the prevailing party in such arbitration shall be paid by the other party to the arbitration.

**ARTICLE XIV**

**PRIOR AGREEMENTS**

The Parties hereto agree that this Agreement shall supersede any prior agreements for the provision of sewer service entered into by the Parties.

**ARTICLE XV**

**SEVERABILITY**

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**ARTICLE XVI**

**NOTICES**

All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, by certified or registered mail, postage prepaid, return receipt requested or by overnight mail. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing. The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

Insert addresses

Signature page to follow.

**RESOLUTION  
APRIL 11, 2011**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE CONTRACT WITH  
EMPIRE MERCHANTS**

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign attached contract with Empire Merchants for use of pump station in Kalkberg Park.

**Councilman Norris moved and Councilman Meredith seconded.** The contract requires the Town sit with Village of Cocksackie once a year and discuss expenses of pump station and to bill back to Empire Merchants their share of the usage. Any time the parties agree in writing, Article 10, to a modification it can be modified at any time. Supervisor said this could result in added monies of the pump station, to possibly run a Fund Balance past phone, electric, cost of running the generator, and (last month's vouchers regarding) the active mouse problem.. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

<b>ROLL CALL VOTE:</b>	<b>BYAS-AYE</b>	<b>FINKE-AYE</b>	<b>MEREDITH-AYE</b>
	<b>NORRIS-AYE</b>	<b>O'RORKE-AYE</b>	

**Adopted**

**5. Discussion of Proposed New Sewer District**

A Special Meeting was planned for tonight with Delaware Engineering and Greene IDA for proposed new sewer district toward the Phase 2 of the Water Park project. Unfortunately some information did not come in time. Councilman Norris and Supervisor attended meeting last week with Michael Robinson, Great Wolf, equity and debt teams of Turner Construction, Senator Seward, Assemblyman Lopez, several legislators, and Greene IDA Board. Project continues to move along. Positive meeting; investors on both debt and equity side are excited about Great Wolf's track record (10), some are public entity and some private purchases, and some they operate and not own. Great Wolf looked at another site near Boston

**COUNTY OF GREENE  
TOWN OF NEW BALTIMORE  
REGULAR TOWN BOARD MEETING  
APRIL 11, 2011-page 13**

**DRAFT**

which was not shovel-ready so they moved on. Their demographics include a 3-4 hour radius and family \$\$ budget and New Baltimore fits that. The Poconos site is frequently sold out but cannot be expanded, and New Baltimore's rooms will be \$100 less. The Water Park will be similar to the Poconos site. They have done a private and public venture, like the IDA, before. They anticipate offsite generated sales of \$27 million to benefit surrounding businesses (food/fuel). Their Ohio site has a neighboring business like Zoom Flume which has been unaffected, having a different price point. They have worked on passes and are interested in doing something with Greene County ski resorts. Employment philosophy seeks long-term employees, salary is confidential, quite a few \$9-11/hr, and Supervisor was surprised at \$30-50,000/year salary range. They will meet tomorrow or Wednesday to nail down commitment. Councilman Norris added that 78-80% is their occupancy rate. Why New Baltimore? Was answered, shovel ready, distance to Boston or NYC. Councilman Norris impressed with their outlook, outreach to other businesses in partnerships, minimum 2/night stay package. Senator Seward was very supportive and is looking into their possible Empire Zone funding. This Friday is a Board trip to Poconos; Councilman Norris is attending, Peggy at IDA receives RSVP's.

Ellie Alfeld asked if Board members would bring back pictures and video, Supervisor suggests their website. Greene County legislature's Wayne Speenburgh and Keith Valentine attended; a May decision expected. Ellie Alfeld expressed concerns about costs of water to folks living on 9W and requested pursuit of grants toward those costs; Supervisor said there are block grants, Grants Committee has been given that information to start with, and added the more people using the water, the better. Councilman Norris asked about a preliminary sketch plan. Supervisor said they hope to have all permits in place by Spring of 2012, up and operating by Fall 2013, if not the Summer of 2013. Councilman Meredith asked date for the county meeting; Supervisor said it is not scheduled, first to Finance Committee, and public meetings will begin soon. Councilman Norris said it is a long process, a good project, and no outlay for the Town.

Clerk Brooks announced the Greene County Household Hazardous Waste Day will be approved by full legislature next Wednesday; last year it was held on the Saturday of AgFest, first Saturday in June.

**Supervisor moved to enter executive session to discuss pending litigation, Conway v. the Town of New Baltimore, seconded by Councilman Norris. The adoption of the foregoing Motion was duly put to a vote; the vote was as follows:**

**VOTE: BYAS-AYE      FINKE-AYE      MEREDITH-AYE  
         NORRIS-AYE      O'RORKE-AYE**

**Adopted**

**The Town Board entered Executive Session at 10:05pm.**

**Supervisor moved to open, seconded by Councilman Meredith. Attorney Wukitsch said a July 1, 2009 purchase of \$221,000 yielded an assessment of \$265,650.**

**Supervisor moved to give attorney the authority to settle at petitioner's appraisal of \$235,000, second by Councilman Norris.**

**Supervisor moved to close executive session, was seconded by Councilman**

**ROLL CALL VOTE: BYAS-AYE      FINKE-AYE      MEREDITH-AYE  
                         NORRIS-AYE      O'RORKE-AYE**

**Motion Carried**

Executive session was closed at 10:14 pm.

With no more from the Board, Councilman Norris moved to adjourn the Regular Town Board meeting, seconded by Councilwoman Finke.

**ROLL CALL VOTE: BYAS-AYE      FINKE-AYE      MEREDITH-AYE  
                         NORRIS-AYE      O'RORKE-AYE**

**Motion Carried**

The meeting was adjourned at 10:18 pm

Respectfully submitted,

Janet A. Brooks  
Town Clerk