

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE
TOWN BOARD WORK MEETING**

AUGUST 24, 2015

AGENDA

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Reports

Supervisor

County Legislator (Invited)

Town Clerk

- August 10, 2015 Town Board Regular Meeting Minutes

Tax Collector

Historian

Agriculture (Chair Norris/Member Benway)

Ag Fest Liaison (Member Ruso)

Animal Control (Chair Ruso/Member Norris)

- Resolution Authorizing the Supervisor to Execute Agreement with the Village of Cocksackie for Emergency Dog Control Services

Assessment (Chair Dellisanti/Member Norris)

Audit and Control Committee (Chair Ruso/Member Dellisanti)

Buildings & Grounds/Recycling (Chair Ruso/Member Norris)

- Resolution to Authorize the Purchase of Propane from Nolan Bottle Gas Company, Inc.

Building Inspector/Code Enforcement (Chair VanEtten/Member Benway)

Fire, EMS & Law Enforcement (Chair Dellisanti/Member VanEtten)

- Resolution Authorizing Supervisor to Execute Agreement for General Ambulance Services with the Town of Cocksackie

Greene County EMS (Representative Dellisanti/Deputy Norris)

Greene County Planning Board

Grants/Promotions/Economic Development (Chair Ruso/Member VanEtten)

Highway (Chair Dellisanti/Member Ruso)

- Resolution to Authorize the Highway Superintendent to Purchase Fuel Oil from Main-Care Energy
- Resolution to Authorize the Highway Superintendent to Purchase #2 Diesel Fuel from Main-Care Energy
- Resolution to Authorize the Highway Superintendent to Purchase Gasoline from Main-Care Energy
- Discussion of Highway Vouchers

Insurance (Member VanEtten)

Memorial (Chair Benway/Member Norris)

Personnel (Chair Ruso/Member Dellisanti)

Planning Board/Zoning Board of Appeals (Chair VanEtten/Member Dellisanti)

- Motion to Accept the Resignation of Meave Tooher from the Zoning Board of Appeals
- Resolution to Place Advertisement to Fill Vacancy on the Zoning Board of Appeals

Seniors and Veterans (Chair VanEtten/Member Benway)

Technology/Website (Chair Benway/Member VanEtten)

Town Courts Liaison (Member Ruso)

Wastewater Treatment (Chair Norris/Member Benway)

Youth, Parks and Recreation (Chair VanEtten/Member Dellisanti)

- Resolution to Accept Donation from the Cornell Hook & Ladder Fire Company for the Summer Recreation Program

Public Comment Period/Community Events

- September 2, 2015 Zoning Board of Appeals Meeting at 7:30 PM (If Needed)
- September 3, 2015 Veterans Committee Meeting at 10 AM
- September 3, 2015 Planning Board Meeting at 7 PM
- September 9, 2015 Senior Committee Meeting at 1 PM
- September 14, 2015 Town Board Regular Meeting at 7 PM
- September 17, 2015 Friends of New Baltimore Recreation at 7 PM
- September 19, 2015 Townwide Yard Sale from 9 AM-4 PM, Raindate September 20
- September 23, 2015 Comprehensive Plan Committee at 7 PM
- September 28, 2015 Town Board Work Meeting at 7 PM

Audit of Claims**Adjournment**

***** Agenda Subject to Change******

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Approved 9/14/15**

OPENING OF REGULAR MEETING

Supervisor Dellisanti opened the meeting at 7:00 PM and the Pledge of Allegiance was said. Also attending Deputy Supervisor Ruso, Councilwomen Benway and VanEtten, Tal Rappleyea, Esq., Tax Collector Jordan, Highway Superintendent Jordan, and 18 members of the public who signed the attendance book.

Absent: Councilman Norris and Town Clerk Finke

Supervisor Dellisanti said thank you. We're going to need to move the Agenda up a little bit; our Counsel has to leave for Germantown for another Board Meeting. So I would like to get into the discussion of the Highway vouchers if we could start, Jeff.

Councilman Ruso explained the question at hand is regarding three vouchers that were originally submitted in June and I think that the biggest issue was we didn't have any paperwork to back them up regarding quotes or bids for County or State contracts. I think that's the whole issue at hand. We did invite Denis to join us so that we can get greater information and understanding of these purchases. There are a few other issues, but I think I would like to ask him first if he can help us with the letter we sent on July 30 or we sent a letter subsequent to that. Why don't we start with the letter of July 30.

Supervisor Dellisanti noted August 13.

Councilman Ruso continued this letter was sent in reference to a letter sent by Nick Dellisanti on July 30 and in that letter it was requested that the contract you referenced for the purchase of asphalt from Peckham be provided to the Town Board no later than August 6 so that it could be processed before the next meeting. To this date we don't have it in hand so I've not laid eyes on it and I know we've asked for it.

Denis Jordan replied yes and I give you a letter with the number on it; I give it to Nick.

Councilman Ruso asked the letter from Peckham dated August 5?

Councilwoman VanEtten added where they are speaking of Dutchess County?

Denis Jordan answered yes.

Councilman Ruso questioned where it references Dutchess County?

Denis Jordan stated because the contract goes from 2013 to 2017.

Councilwoman VanEtten observed so the Dutchess County contract price is \$68/ton.

Councilman Ruso pointed out and we still don't have the contract in front of us.

Councilwoman VanEtten reiterated we don't have a contract in front of us and now the State contract on this is \$62.04/ton. Why would you....

Denis Jordan said why would I pay more? Just like we have been because Callanan's is not a batch plant, it is a silo and whatever they're making, that's what you get. If they're using 30-40 percent rap and its 0-20 percent of Peckham something so you can use it because the trouble is when you are hand patching, it may take an hour, an hour and-a-half, and sometimes two hours to do a load and it gets cold, we can't do absolutely nothing with Callanan's blacktop. It's been that way for 5-6 years now.

Councilwoman VanEtten inquired didn't we use them for the 284 Agreement on the roads?

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Denis Jordan answered yes, but that's going through a paver and putting it down quick. When you're doing it by hand you got to patch here, you drive ahead, you fix another patch and you keep doing that.

Councilwoman VanEtten continued so for the \$6/ton difference, which is quite a bit of money with all the tonnage that you have, you're telling me that it's because it won't stick, it won't work? Have you ever called them and talked to them about how to fix this?

Denis Jordan replied yes I have. I've had them come down there and here's this stuff down.

Councilwoman VanEtten asked what did they say?

Denis Jordan responded they said they are going to change it. We go up there and get another load and we can't do absolutely nothing with it.

Councilman Ruso suggested I think what we should have had was this bid out so that we could have that product that you prefer. The Dutchess County bid, according to the Comptroller's Office, isn't something that we can piggyback on according to their document. So as of this moment, the Dutchess County and at the last meeting I read specifically from the Audit and it says "in lieu of advertising for bids, local governments may use certain contracts awarded by the New York State Office of General Services or the county in which the local government resides." And Dutchess County is not one, yet we still do not have Dutchess County's bid before us. So we couldn't even compare and that's regarding General Municipal Law specifically. The second part of it is as far as I was concerned in terms of the Town Procurement Policy, things such as this over \$1,000 are supposed to have preapproval.

Denis Jordan said no.

Councilman Ruso responded yes.

Denis Jordan continued no, because you guys all signed the 284 Agreement and it states right in there for the repairs of roads, the general repair of the roads.

Councilman Ruso observed yes, but we got that product from Callanan.

Denis Jordan replied no, that has nothing to do with it. The 284 Agreement has nothing, it's the.....

Councilwoman VanEtten remarked I don't think the 284 Agreement voids out the Procurement Policy, correct me if I'm wrong, Tal. The 284 Agreement, I believe it doesn't preclude that.

Supervisor Dellisanti added the Procurement Policy.

Tal Rappleyea, Esq. confirmed it doesn't suspend the Procurement Policy.

Meave Tooher interrupted actually I'm here to speak for Denis as his attorney and I would correct you actually from the issue of the 284. The 284 is state law, it specifically preempts the Town Procurement, there is a decision by the State Comptroller to that effect and it's also a decision by the state courts to that effect. The Procurement Policy is something that you put in to deal with your procurements on behalf of the Town. The 284 Agreement is the power of the Highway Superintendent. The Highway Superintendent is elected as a separate official as you all know and in fact once you enter into the 284 Agreement he is not required and in fact should not be coming back to the Town for permission to make his purchases.

Councilman Ruso questioned so by saying that, he should pay up to \$6 more per ton if he so wishes; is that what you are saying?

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Councilwoman VanEtten added which is thousands of dollars.

Councilman Ruso asked that's allowed?

Meave Tooher stated he is required to make his contracts in accordance with state law which state law and the General Municipal Law allow him to make his contracts piggybacking on other county contracts.

Councilman Ruso observed and that's not what the Comptroller's Office says in writing as directives to the Town specifically in writing and I don't know where you referenced and what laws you referenced, I went by what the Comptroller's Office told us.

Meave Tooher continued and when the Comptroller's Office spoke with you, what were they specifically referring to?

Councilman Ruso explained they didn't speak, I read it in writing; it's right here and I just read it just before you came in.

Meave Tooher advised I apologize but if you would mind repeating it.

Councilman Ruso agreed I will repeat it. It says General Municipal Law, "in lieu of advertising for bids, local governments may use certain contracts awarded by the New York State Office of General Services or the county in which the local government resides."

Meave Tooher said correct.

Councilman Ruso questioned so you're telling me the Comptroller's Office is wrong; the guidance they gave us with the last Audit is wrong?

Meave Tooher replied you're talking about Public Works Projects and the Highway Law 284 is talking about the highway superintendent and his specific projects and his specific projects you gave him the authority when you signed the 284 Agreement to enter into the contracts that were necessary. Now those contracts need to abide by state law, I'm not disagreeing with you there.

Councilman Ruso noted this whole Procurement Policy was about the very same thing.

Councilwoman VanEtten asked what does Tal have to say?

Councilman Ruso maintained it was the same thing that happened two years ago that is happening now. You are telling me this is invalid. I don't quite get it.

Meave Tooher said I'm not telling you it's invalid. I'm telling you you're misconstruing a lot.

Councilwoman VanEtten suggested let's let Tal speak since he actually went to Law School.

Tal Rappleyea, Esq. advised the bottom line here is we just want to make sure we are doing it correctly. We want to make sure that we had the contracts attached to the voucher, do we have the appropriate backup behind everything. What the Board was given and the reason why they have held back on paying them is because it was just simply the voucher, there was nothing else that would have satisfied what the Comptroller is going to need and we want to avoid getting back into that situation where the Town didn't have the proper documentation.

Meave Tooher stated I certainly understand and I don't think Denis or anyone in the Town is looking to cause the Town any difficulties or to act in violation of state law.

Tal Rappleyea, Esq. agreed no, I don't think anyone wants that.

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Meave Tooher continued but state law and the requirement for the Town's purchases are treated distinctly separately and, Tal, you should be aware of this I know you are familiar with the Procurement Policy, I know you are familiar with 284, I know you are familiar with the responsibilities of the highway superintendent. I mean all of those things that are set out by state law would override and preempt the Procurement Policy.

Tal Rappleyea, Esq. explained we need to have a hand first on what he is relying upon so that we can make a proper call in the vacuum without having all the information, it's impossible to know what's right and what's wrong.

Meave Tooher resumed but I would submit to you, Tal, that it is not for the Town to determine whether or not he in his capacity as Highway Superintendent, acting under a state contract, which he has provided the number for and if you need it again I can provide that to you, and acting under the agreement of the 284 Agreement, it's actually the Town would need to go to him with the voucher if they wanted to purchase highway equipment. So in effect what you are asking him to do is to violate his authority as an elected official under the Highway Law?

Tal Rappleyea, Esq. responded no, we're not.

Meave Tooher said I would simply ask please if you have authority for your position that I would be more than happy to consider that, but I can give you the citation and authority for my client.

Councilwoman VanEtten commented can I just speak, I know that we had said to Denis if you are going to spend more, what we had to do when we bought something that was more, say why, send a letter of why it was spent more and then put it with the voucher. You are saying that that's not necessary; that the Highway Superintendent can just spend money...?

Councilman Ruso pointed out then why do we even sign vouchers?

Councilwoman VanEtten continued without any...

Councilman Ruso added so we don't authority to have a role in this.

Councilwoman VanEtten questioned and what is the responsibility, this is taxpayer money?

Meave Tooher answered and he is an elected official.

Councilwoman VanEtten remarked I understand that.

Meave Tooher reported and he answers under the authority of the Highway Law. He answers as an elected as a Highway Superintendent. You answer under a different standard.

Councilwoman VanEtten observed so then he doesn't ...

Meave Tooher replied the standard that you answer under is as one of a member of a Board. You don't have the power to individually make a determination as to how to spend certain monies.

Councilwoman VanEtten pointed out we never said that we did. What we said that if he's spending more, then we want to know why and we want a letter saying what so that we can put it with the voucher so that the Comptroller's Office comes in and says this isn't right, then we say look this is why they said they spent more money.

Meave Tooher maintained but he hasn't spent more money, he hasn't gone beyond what's authorized in the 284.

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Councilwoman VanEtten pointed out well, it's \$62.04 for Callanan and it was \$68 for them so we have to have some explanation as why it's more. That was the problem with the last Audit.

Meave Tooher continued but what I'm saying to you is he has abided by the terms of the law and as an elected official if you look at the responsibilities and obligations of the highway superintendent as an elected official, he is governed separately from the strictures that apply to the Town Board. The purchases that you folks make that you have to vote on are treated differently once you enter into the 284.

Tal Rappleyea, Esq. advised we're sort of repeating ourselves; we're going in circles. I hear you, but...

Meave Tooher interrupted but what I'm saying is he's not required to do that. You're asking him to do something he's not required to do.

Many speaking at once.

Councilman Ruso noted we just want documentation behind the purchase, that's all we wanted.

Tal Rappleyea, Esq. clarified I guess what I'm saying is that we don't know what it is because nothing was attached to the voucher. If we had the documentation then we probably wouldn't even be having this conversation.

Councilwoman VanEtten agreed exactly.

Meave Tooher continued but he's not required. What I'm trying to explain to you and you haven't provided me any authority that says differently is that as a highway superintendent, any highway superintendent duly elected in the State whose town enters into a 284 is no longer bound by the Town Procurement Policy and therefore what he's required to do, he's required to make purchases under a state-approved contract.

Tal Rappleyea, Esq. responded right.

Meave Tooher said but if he doesn't do that, he's technically in violation of the law. Ellie could sue him as a citizen of the Town saying and in fact quite recently there was a case where it was considered to be by the Court of Appeals a violation of due process and in 1983 violation for the Town Board to make demands upon the highway superintendent.

Councilwoman VanEtten remarked to make what, I didn't understand that.

Meave Tooher answered to make demands upon the highway superintendent.

Councilman Ruso added for documentation.

Councilwoman VanEtten asked so then we don't have to have documentation for any of his purchases?

Meave Tooher replied he has to have the documentation and if the Comptroller's Office requests that documentation from him he absolutely has to provide it.

Councilman Ruso questioned he only needs to provide documentation for purchases through the Comptroller's Office not from us?

Meave Tooher continued he has to provide documentation of his purchases under the contracts. And when you gave him the authority you said I think it was \$185,000 for general repairs and \$150,000 for specific repairs to particular streets in the Town and when you did that you gave him the authority to make those purchases and as long as he did so in compliance with the law

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and he did he piggybacked onto an approved state contract that other towns in Greene County are also piggybacking on....

Tal Rappleyea, Esq. advised it's good to hear all this because we just didn't know this and that's what we have been asking for the last month for.

Meave Tooher asked you've been asking for...

Tal Rappleyea, Esq. answered the backup, the only thing that was submitted was basically a blank document with an amount of money on it and then later on a letter from Peckham.

Meave Tooher stated and the letter from Peckham specifically refers to the contract that he's piggy-backing on.

Councilman Ruso pointed out we have not yet had the contract number.

Meave Tooher stated which is a public document, it's an OGS contract.

Councilman Ruso explained we know that, but we still don't have it. We've requested it and requested it twice. And you're saying he doesn't have to provide it, we have to find it from some other place. Is that what you are saying to us?

Meave Tooher said you have access to that.

Denis Jordan added but I was not here at the last meeting.

Councilman Ruso questioned that assumes that what they wrote here is wrong. You're telling me that this is wrong that they cannot or they can use any county that happens to be in the state of New York and we can use that county as a piggyback. Is that what you are suggesting to us?

Meave Tooher said I am saying that the State Comptroller has specifically approved that, yes.

Councilman Ruso advised well the State Comptroller has specifically said that it should be in the county that you reside.

Meave Tooher stated if there is an existing contract in the county that you reside, the County of Catskill is piggybacking onto the County of Ulster. This is all an effort to reduce costs, the same thing you folks....

Councilman Ruso observed but it is \$6 more a ton, this is not reducing costs, \$6, 10 percent more.

Tal Rappleyea, Esq. clarified I think we are all saying the same thing here; we just need to have the backup for the documentation that's all.

Meave Tooher suggested I can give you the OGS contract number.

Tal Rappleyea, Esq. replied that would be great.

Councilwoman VanEtten agreed that would be great, we don't have that.

Councilman Ruso added but we didn't buy it under OGS contract.

Councilwoman VanEtten noted it was a Dutchess County OGS contract.

Councilman Ruso said Dutchess County, I thought you meant State.

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Meave Tooher explained that's what acceptable means.

Councilman Ruso observed but it's still \$6 more a ton than the state contract and it's still \$6. So we can choose any contract we want regardless of the price and it doesn't matter to the town taxpayers?

Meave Tooher maintained you can't.

Councilwoman VanEtten noted Denis can.

Councilman Ruso clarified I'm talking about the Town.

Meave Tooher said Denis has a state-approved contract, he can select it. That is what the people of this Town elect him to do.

Councilman Ruso inquired what is our authority to sign documents then; is there a purposefulness to us to sign these vouchers?

Meave Tooher answered you signed the 284, that was the most important document.

Councilman Ruso remarked I'm talking about the vouchers.

Meave Tooher stated you don't have to sign those vouchers actually.

Councilwoman VanEtten confirmed so what you are saying, once he gets to the \$185,000, whatever it was on the 284, then after that...

Meave Tooher noted he has to come back and seek approval.

Councilwoman VanEtten suggested so this is what you are saying. But all we had asked for is documentation to back up why these purchases were \$6 more.

Councilman Ruso observed she is saying we don't have the right to ask for documentation.

Councilwoman VanEtten pointed out after the \$185,000 we do because what she's saying is, and correct me if I am wrong, the 284 Agreement we don't have the authority over. Monies after that we do.

Meave Tooher asked you approved the vouchers for months, what changed that made you suddenly ask for different information? I mean in terms of...

Councilwoman VanEtten explained we've been asking for backup on a lot of purchases for many months and I don't have them in front of me and have been having trouble getting them.

Supervisor Dellisanti noted I have a question for you, Meave. You had said before that once we've signed the 284 Agreement that the Town's Procurement Policy is basically null and void.

Meave Tooher answered as to highway superintendent purchases, yes. And there's a reason for that. It's to allow him to do the kind of things that he's done. When you elect the highway superintendent, you're saying someone has your trust as an elected official the same way we elect you. And once you do that, he has certain powers under Highway Law 101. Once you say under 284 the most expeditious way to handle this is for the guy who knows his stuff to look at the needs of the department to not have to come back every time you want something to the Town Board. And that is what 284 is designed to do.

Tal Rappleyea, Esq. advised he does need to still comply with the General Municipal Law.

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Meave Tooher responded correct.

Tal Rappleyea, Esq. added and provide that information and that's all we have been asking him to do.

Meave Tooher argued the General Municipal Law doesn't require him to provide that information to the Town Board on request. The General Municipal Law requires him to enter into state-approved contracts and that those contracts are done in accordance with state law. They're bid through the process and it's gone through the OGS approval process which sometimes OGS does not necessarily take into account every single factor that you might be able to take into account on small purchases.

Tal Rappleyea, Esq. reiterated so please give us the information so that we can know what we're talking about and be done with this stuff. Do you have the contract number?

Meave Tooher replied the contract number should be if it's not on that letter, it's on a separate letter which I believe was provided to the Town.

Supervisor Dellisanti pointed out I can tell you what brought rise to some of this on June 15 our County Legislator gave us information that there was a quick quote for pavement contracts and Peckham was awarded the bid for approximately \$55.43/ton installed. Is that correct Jim?

Jim VanSlyke answered that's correct.

Supervisor Dellisanti continued so when we saw that and we were getting the blacktop from Peckham for \$68/ton, we're saying \$13/ton over their own price to Greene County. So that's when the questions started to take place. We are spending I don't know how many hundreds of tons on blacktop, but the money was going through the roof and we asked for backup and we never got the backup.

Councilwoman VanEtten confirmed and even after that, Peckham wrote us a letter saying oops we made a mistake; it should have been \$67/ton.

Meave Tooher said and they did, I mean Denis isn't responsible for Peckham's mistakes.

Councilwoman VanEtten replied I understand that.

Meave Tooher added and there's nothing wrong with following up.

Councilwoman Van Etten continued but if I purchase something, I would know the price that was supposed to be charged.

Meave Tooher argued well he did know the price.

Councilwoman VanEtten observed oh.

Meave Tooher stated I mean he went through the process and you know do you ever go to the grocery store and they charge you \$6.99 for something that's \$5.99?

Councilwoman VanEtten advised yes, but if I'm going to buy something like, and I have an excavating company, materials, I am going to know what they are charging me and how much it is and I'm making sure the bill is right, but that's just me.

Meave Tooher continued well and that's basically you know what you did and when Peckham was contacted and they said okay I mean if you folks were that concerned why didn't you check it the first invoice and the second invoice and the third invoice?

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Supervisor Dellisanti responded because we only got this on June 15, that's my point.

Meave Tooher questioned when you say this....

Supervisor Dellisanti explained this is the quick quote from Greene County that was approved by the Greene County Legislature, our Legislator, Jim VanSlyke, made a presentation here one night telling us that Peckham was laying down blacktop for \$55/ton and the bills were coming in for \$68/ton from Peckham, the same company.

Meave Tooher said well but he's not buying the same service.

Jim VanSlyke added it's not the same product.

Meave Tooher continued it's not the same item and that's what your County Legislator is saying. You are talking apples and oranges. If I buy an apple for \$2.....

Councilman Ruso observed so you asked the question why did it come up, that's why it came up.

Meave Tooher noted and I'm explaining to you that...

Councilman Ruso pointed out no, we are explaining it to you why it came up. I don't know what the product is, I don't know what the difference in the product is, I accede to a higher authority on that. When I see blacktop for \$58 and we are paying \$68, I ask a question. Now you are questioning why I asked a question?

Meave Tooher stated but you didn't ask the question of...

Councilman Ruso confirmed yes I did.

Meave Tooher asked is this an apple and an apple or is this an apple and an orange?

Councilman Ruso reiterated I asked the question why the price, I just told you why I asked.

Councilwoman VanEtten added why it was different.

Councilman Ruso explained because you wanted to know my justification.

Supervisor Dellisanti observed this is the material that they put on 51 out here.

Councilman Ruso clarified I'm telling you what my justification is. There is nothing to dispute what my justification is. You can suggest that my justification is wrong, but I'm telling you what my justification is and don't tell me what my justification wasn't. I don't understand why you are disputing my justification.

Meave Tooher maintained I'm not disputing your justification.

Councilman Ruso advised you most certainly are.

Meave Tooher continued what I'm disputing is the person that you are saying is responsible for a different issue. It's like saying that you are responsible.

Councilman Ruso asked so I shouldn't ask a question is what you are suggesting?

Meave Tooher replied I don't think anybody is saying you shouldn't ask questions.

Councilman Ruso suggested apparently that seems to be the tenor.

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Meave Tooher said I think if you are going to ask questions, however, you need to understand what the authority is both for asking the question and for the individual responsible for making the purchase.

Councilwoman VanEtten confirmed so then if the taxpayers question us on this, we refer them to Denis.

Meave Tooher thought if the taxpayers question you on this, the taxpayers can elect that man to office, that's the process.

Councilwoman VanEtten concluded if they ask us now, then we refer them to Denis and we explain that we have no control over what he purchases and how much he spends on it.

Meave Tooher continued that's not for me or you or Denis, that's how it's set up under the law.

Councilwoman VanEtten reiterated again people are asking why.

Tal Rappleyea, Esq. confirmed there's no contract. If we had this information, we wouldn't be going in these circles.

Supervisor Dellisanti observed so Greene County has approved Peckham to do County Route 51 to put down an entire road for \$55/ton.

Jim VanSlyke stated that's a blind bid you understand that's for miles of pavement throughout the whole County and it's laid in place, it's a whole different thing than what Denis is doing. Denis is doing small spatches and he's not doing a whole road. From what I understand I have little knowledge of it but I do agree with it, the material is different though. You can't use the stuff that he's laid out here to do small patch jobs.

Denis Jordan said we use type 7 and they use type 6 and they use heavy on the rap and we don't.

Jim VanSlyke noted you are talking foreign to a lot of us because I do understand what you are saying because it's not the same material, it wouldn't set up right, it'll set up too fast.

Meave Tooher asked Jim, you were the one who brought this information to the Board?

Jim VanSlyke answered sure.

Meave Tooher inquired and when you brought it to the Board, did you explain that it was something completely different?

Jim VanSlyke responded I didn't know that it was an issue, I just said that if the Town Highway wanted to pave a road, they could get the same price for a road pave and that would be laying a whole road, not just doing a patch job or fixing a section. That's the way Peckham bid the job, they bid it on mileage and that's the way it is.

Meave Tooher stated so I think it's the 2015 HMA contract. This is what Peckham provided.

Denis Jordan thought it should be in that letter.

Councilwoman VanEtten observed there is no contract number on the letter.

Meave Tooher remarked there is on the top of the quote, it's a HM 2015 HMA I believe is the contract number, but we can check, it's an OGS contract.

Tal Rappleyea, Esq. explained so at least this is good, it is a good step forward at least. We can begin to put the pieces of the puzzle together.

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COUNTY OF GREENE
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**Draft 9/6/15
Approved 9/14/15**

Meave Tooher said it's not that convoluted a puzzle.

Councilwoman VanEtten corrected well it is when you don't have the documentation or contract number.

Tal Rappleyea, Esq. agreed when you have no pieces.

Councilwoman VanEtten continued and we have to sign the vouchers with our names on it saying we'll pay it. I mean that means something to us, we're signing to say we'll pay it without a contract number or any backup information and its taxpayers' money again.

Meave Tooher argued I mean it seems like if you look at how historically this has been handled in this Town and throughout the state, this is no different than it's handled by any other highway superintendent and the matter that brought this to you attention is something that's completely different than what Denis has been doing or is doing.

Tal Rappleyea, Esq. advised at least we are beginning to understand this though; we haven't had any information to know what we were talking about. I mean it's impossible to know what you don't know right?

Meave Tooher said that's certainly true, but I would submit as responsible Board members the time to do that is before you sign the 284 because once the 284 is signed you have turned over the authority to make these decisions and once you turn that authority over to him, unless you can show that he has exceeded that authority, I submit you don't have the authority.

Tal Rappleyea, Esq. maintained but we had no information whether he had or not and that's not even signed either, so we still ask...

Meave Tooher suggested I will if Denis chooses ask him to get the contract number which is an OGS contract that you can all access.

Tal Rappleyea, Esq. concluded that's all we need.

Meave Tooher continued and could access probably right now as town officials by going on the OGS website. So he has requested the information that Peckham has provided, in the course of this it's been corrected, \$2/ton is being revouchered and they're going to resubmit their bills because it was an oversight and they billed it incorrectly, but it's important that we all remember you know we elected this man to do a particular job...

Councilwoman VanEtten pointed out and we were elected to watch the taxpayers' dollars and that's what we feel our responsibility is and none of us are lawyers except for Tal so we might have not understood the 284 Agreement turned over all authority to him and we have no control over how much he spends and I'm glad that we got this in public so the taxpayers will now understand that because I don't think the taxpayers also understand that. I mean your average taxpayer isn't going to understand this kind of thing.

Meave Tooher continued no, I think the average taxpayer repeatedly has said Denis Jordan does a good job as the Highway Superintendent in this Town and I don't think at any point anyone has ever said Denis isn't doing his job or he is in any way miscalculating or misspending the funds of this town.

Councilwoman VanEtten observed I can't speak for the taxpayers but I do know that I would be glad if they understood the way it works so that we know that he has the authority and we can't....

Meave Tooher responded I only caution that you know what we are looking out for is the taxpayers, the taxpayers have the right to elect Denis. If we're looking to crucify Denis, on a political agenda, that's a separate agenda.

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Approved 9/14/15**

Councilwoman VanEtten argued we are not looking to crucify Denis with a political agenda. That is not fair. We are trying to watch the taxpayer's dollars and have the documentation that we thought that we were supposed to have by the OSG's last Audit of Denis.

Meave Tooher added but I submit to you that it's a separate audit of Denis than an audit of the Town Board.

Councilwoman VanEtten corrected it was an Audit of the Highway Department.

Meave Tooher stated and the Comptroller has spoken on this issue and continues to speak on this issue, it's the reason that it's set up for towns to combine their expenditures because we are a small town and so you need to have the opportunity to work with other towns to try and consolidate funds.

Councilwoman VanEtten explained but we have been doing that right and left on other things, we do understand that.

Meave Tooher said and that's your job for the Town; it's his job for the Highway Department.

Councilwoman VanEtten remarked and I take offense to you saying that this is a political agenda, it is absolutely not. We are trying to be responsible with the taxpayers' dollars.

Meave Tooher said and that's a good thing and I think that the more openness and communication that everybody has...

Councilwoman VanEtten suggested and that would be nice if we just had the communication which is the genesis of this and the contract number and this is why I did it and this is what and then we would have understood it, but that information.....

Meave Tooher added but this was brought up at the last Town Board meeting when he wasn't in attendance so where was...

Councilwoman VanEtten explained we had the vouchers, we had asked him, you had spoken to him.

Councilman Ruso confirmed we sent him a letter on July 30 asking for this information. I don't know why that's funny.

Meave Tooher said it's not funny.

Councilman Ruso continued we sent him a letter on July 30 and we had a meeting on the 10th I believe it was.

Councilwoman Benway added I believe Denis was paving until 8:00 that night.

Councilman Ruso replied I'm aware of that and that was unexpected.

Councilwoman VanEtten corrected we just asked for a contract number, Lisa.

Councilman Ruso clarified that's actually the most we asked for was information, not so much attendance.

Meave Tooher stated and he immediately reached out and attempted to get that information. The next Board meeting where he's present he also reached out to Tal. I mean Tal's not the town's lawyer, Tal is everybody's lawyer.

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Approved 9/14/15**

Councilman Ruso questioned I have yet to see the contract and you are suggesting to me that I don't need to see the contract?

Councilwoman VanEtten suggested I think part of the problem....

Councilman Ruso said there's no authority for me to even ask or that its (unable to understand)...

Meave Tooher answered I would submit there is not.

Councilman Ruso argued I still don't know why we are even asked to sign these things then.

Councilwoman VanEtten explained when we were asking for a contract number, this is what he told us the contract number was.

Supervisor Dellisanti clarified on July 27 Denis came into my office and I said can you just tell me what the contract number is for that particular Purchase Order and he pointed to the four numbers there....

Denis Jordan interrupted that's the code for...

Supervisor Dellisanti continued and I underlined it as per Denis, contract number whatever that number is, brought it to the Board for that meeting and we found out the next day that that was not the county or state contract number so then we started asking for more information. That's how this all got started.

Councilman Ruso agreed it kind of cascaded a little.

Meave Tooher said I would submit that rather than turning it into this big debate, communication does...

Councilwoman VanEtten confirmed well we have made attempts to communicate.

Meave Tooher said well, if the attempt to communicate is by calling Denis before the Town Board...

Councilwoman VanEtten remarked you've met with him, on the Highway Committee.

Councilman Ruso replied I haven't met lately?

Meave Tooher asked has anybody met with him?

Supervisor Dellisanti responded I met with him.

Meave Tooher questioned you met with him?

Supervisor Dellisanti added on numerous occasions.

Meave Tooher inquired and he provided that information to you?

Supervisor Dellisanti asked which information?

Meave Tooher continued the information you just showed me, the invoices that you said he provided to...

Councilwoman VanEtten argued but that's not the resolution number.

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Approved 9/14/15**

Supervisor Dellisanti noted correct and I had asked him for the contract number.

Meave Tooher continued spoke at the same time July 30.

Supervisor Dellisanti confirmed and that was not the contract number.

Meave Tooher mentioned and he has reached out to Peckham to obtain the contract number.

Supervisor Dellisanti advised which we didn't get until August 5 or something like that.

Councilwoman VanEtten agreed which we didn't get.

Meave Tooher said yeah.

Supervisor Dellisanti observed we haven't gotten a number, all they said was the Dutchess County contract that's all and we were told that we couldn't use another county unless it was in the county that we happen to reside in.

Meave Tooher asked when you say you were told, who told you that?

Supervisor Dellisanti replied the Audit report that we got from the Comptroller's Office.

Meave Tooher stated right, but if you looked at the General Municipal Law it authorizes that contract if the county is piggybacking on a county. We all know Greene County is a small county that does what it can to pool resources.

Tal Rappleyea, Esq. advised well that's true and I don't want to get into attorney/client communications, but I will tell you that I did communicate with Denis a couple of times over the last couple of weeks and even as late as this afternoon I still asked him I think a third time for this....

Denis Jordan interrupted second.

Tal Rappleyea, Esq. continued for the contract number, and a copy of whatever documentation....

Denis Jordan said you did not, Tal, ask me for the contract number, you asked me for the 284 Agreement.

Tal Rappleyea, Esq. added and the contract, the underlying...

Denis Jordan stated no you did not.

Tal Rappleyea, Esq. confirmed yes, yes I did, Denis.

Denis Jordan said no.

Councilwoman VanEtten advised we asked him in the office for the contract number.

Supervisor Dellisanti asked where do you want to go from here, what do we do next?

Tal Rappleyea, Esq. pointed out we still don't have a contact number.

Supervisor Dellisanti agreed no.

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Meave Tooher said we can, I assume Denis is willing, to provide the information that Peckham has regarding the contract. He has asked for that information directly. The information that they provided you don't believe that's a contract number? I will verify what that is.

Tal Rappleyea, Esq. advised I don't know whether it is or not, but it's not even signed.

Meave Tooher asked you want the contract, is that what you're saying?

Tal Rappleyea, Esq. answered yes.

Meave Tooher responded this is a state contract, that's the contract, is you're talking about a state contract.

Tal Rappleyea, Esq. suggested at least the cover sheet that shows what's been bid and the number.

Councilwoman VanEtten confirmed simple, it wouldn't have come to all this if it had been provided.

Supervisor Dellisanti suggested and then we'll move on from there.

Councilwoman VanEtten agreed yes, let's go on.

Supervisor Dellisanti asked anything else, let's move on, back to the top of the Agenda.

Supervisor

The monthly financial reports for July were forwarded to all Board members. Has everyone had a chance to take a look at them? I would like to make a Motion to accept the July financial reports seconded by Councilman Ruso

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Greene County EMS

The meeting for August was cancelled and the next meeting is September 15 at 5 PM.

New Baltimore Fire District

The Bond Issue for air packs was held on August 11, 2015 and was adopted by a vote of 19-0.

County Legislator

We had a budget hearing just on our County Highway on Wednesday and just to give you a few highlights of that budget review. 2005 the County had 56 employees; we now have 39. And of those 39 only 26 of them are actually out working on the roads. The rest of them are supervisors, mechanics, and there's 5 vacancies. We got rid of a stock clerk. I'm just trying to reference there's so many issues that we have been having here in the County with some of the maintenance problems we're having on the roads. Our budget for the last few years the budget actually went down just since last year we dropped it almost \$200,000 trying to get to the final budget number here for this year.

Supervisor Dellisanti asked the Highway budget you dropped \$200,000?

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**Draft 9/6/15
Approved 9/14/15**

Jim VanSlyke answered yeah and we've got equipment problems just like you do here in the Town -- aging equipment. Annual road maintenance money we actually went down from last year, we went down almost \$200,000, we're down to about \$1.75 million for road maintenance and how many road are missed.

Councilman Ruso questioned this is for your 2016 budget if I may interrupt?

Jim VanSlyke replied it's their 2015. What we are doing is we're reviewing his expenses and where the department sits, that's what the hearing, the budget review was about because we are going to be having our budget coming up here. We just want to know where he stood and he came up with quite a few interesting tidbits of information for us. Our current vehicles we have 79 units, different kinds, everything from pickup trucks to big Oshkoshes. We have 21 units over 20 years old, 15-20 we have 10 units, 10-15 we have 29 and less than 10 years 19 units. So we have an aging fleet. Besides that we have an aging workforce, that's another issue that came up. We have this big bubble I'm going to say within the next 5-10 years probably not even that long 6 years, probably better than half of that 28, 26 or 27 workers that we have are going to retire. Nobody, no young people are being hired to replace them or trained to operate the equipment, run the plows, fix the equipment so we're having an issue and it's getting worse.

Councilwoman VanEtten asked so no younger people have applied for these jobs?

Jim VanSlyke responded one of the biggest problems is during this last recession since 2008, we haven't hired any, we haven't hired any, matter of fact we've cut positions, we haven't hired any. We have five positions right now that are open that we're not filling because we can't afford it.

Councilwoman VanEtten observed you're not advertising them, okay.

Jim VanSlyke stated we can't fill them, we can't afford it.

Councilwoman VanEtten agreed I know, I get it.

Jim VanSlyke continued we have 135 bridges that we are responsible for and the CHIPS we spend 27% of our County funds we spent on CHIPS; 73% from the State. Here's another number that jumped out at me. Signs and pavement markers, 15,000 traffic control information signs, 15,000 on 71 County roads, 224 miles of centerline, 422 of edge line stripping, and there's information on what roads should have a centerline on them, it's got to be 18' wide and they're supposed to have a centerline on them. So this Route 51 they centerline it up to the top of the hill up by...

Councilwoman Benway noted by Dugway.

Jim VanSlyke asked up by Dugway, is that where they stopped?

Councilwoman Benway added somewhere up there, where does it stop, up farther?

Jim VanSlyke explained it did go a little farther, I requested that they go farther one year and they did go a little farther.

Councilwoman VanEtten questioned I think it's right past Dugway isn't it?

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Approved 9/14/15**

Jim VanSlyke agreed it does go a little past it. They're thinking about doing a capital improvement plan, that's what they threw in at the end of the meeting. \$6 million over 3 year spend-out on that to improve roads and bridges and equipment to buy some equipment, to buy some paving because we're supposed to be paving 26 miles to do our 10 percent because you should have 10% of your roads done every year that way your 10 year program, your roads are supposed to last 10 years, we are doing 12 1/2-13-14 miles, some of it's CHIP paving which is only a 5 year life span on a CHIP product instead of this out here is a 10-year product out on this road. So anyways it's a challenge for the Highway Department and that's probably the second expensive department in the County next to Social Services and we spend a lot of money on the Highway.

Supervisor Dellisanti confirmed we do too.

Jim VanSlyke agreed I know it's your big budget item here too. I know it's grown since I was here. I do understand your concerns about the cost. I didn't mean to get it mixed up here with that number I gave you on the tonnage, \$55/ton, but that's for a laid pavement, which you guys don't do too many of those operations. If you were going to do it you could get it at that price. If you were going to do a mile of road, they would do it for that price. They use an awful lot of tonnage on a road like that when you do both sides of the road and they are putting on 2 or 3 inches or 4 inches whatever they put out here. I do have some problems with it. The aprons they got to fix on Deans Mill Road, it's got an awful, coming on to Deans Mill Road there's an awful bump that needs to fix that. They still didn't fill the potholes down at the bottom of the hill on 9W. For some reason they left that section open, I don't know if they are coming back. I have to talk to Gary about that. One of the other things that we did we passed a budget, we approved a budget for the Community College. For Columbia-Greene Community College, we approved a budget. Their total budget amount was \$17.6 million, of that Greene County shares \$2.3 million and that's going to be put in our 2016 budget plus we have the County also picks up the college chargebacks which is between \$500,000-600,000 so it's almost \$3 million total that we are going to have to budget for the Community College. \$2.3 of that is just for their operating budget and the other is to cover the Community College chargebacks.

Supervisor Dellisanti questioned are we going to be hit with the 20% again or...?

Jim VanSlyke responded I have been told no, we are going to try and absorb that in the County. We know we passed it back last year, this year we are going to try and do it. We'll see how they hold up on their promise. We're going to stay under the 2%...

Supervisor Dellisanti pointed out 0.73 cap.

Jim VanSlyke continued cap because I can't say 2% because it's nowhere near 2%, .74 or .77.

Supervisor Dellisanti confirmed 0.73.

Jim VanSlyke noted it's nothing, but I can warn you that next year we won't be able to stay there. That opens us up for that, we all should receive our refunds for the County, Town, and for the School District this year. Last year we weren't, the counties didn't receive it because we didn't fall under the cycle. So this year we should get it, it should be a substantial amount this time; next year I don't think we are going to be able to stay there.

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Approved 9/14/15**

Councilman Ruso asked what's your conversations with the County regarding the cost of health insurance and sticking within the cap which is not easily accomplished?

Jim VanSlyke answered we have to cut that money, that increase has to come from somewhere else. We don't have the revenues to, we are having a pretty good sales tax revenues right now but I don't know how long that is going to sustain. We are about 3 1/2-4% above last year's rate so that might work out to \$1.8 million extra on top of what we budgeted out if it continues, but you can't depend on that. Hopefully we will have enough there to cover the cost and then we do have a reserve fund, but we need to keep that reserve fund up to a certain amount because of the cash flow problem during the spring, we run out of money so we have to have somewhere in the \$7-8 million in the bank all the time because we will run out of money in the spring. We'll wait for the tax receipts to come in or we will run out of money. We got to make the villages whole and the school districts whole, we put out a lot of money in March and April, a lot. Any questions?

Ellie Alfeld said Jim, can I just make a point that with the price of gasoline going down, the sales tax collection will really drop.

Jim VanSlyke agreed yes, there is a good chance that we have lost quite a bit because of that already, but because of our robust entertainment tourism up on the Mountain, I think that has really been a great winter and then we've also had a great spring and summer programs. The events they have had up there have been jammed and it's been real good. And also all the hotels were full and we had a lot of tourism going so that's great.

Pat Linger mentioned sales tax per gallon.

Jim VanSlyke noted yes, you pay 4% in County.

Councilman Ruso added on the total.

Jim VanSlyke advised on the total.

Pat Linger questioned on the total, not per gallon?

Jim VanSlyke answered no, not per gallon, the same sales tax was paid. So if the price of a gallon goes down and you spend less money, you pay less sales tax and we get less.

Town Clerk

I will not be attending the meeting tonight since I will be taking my daughter back to college in North Carolina. The following is my report for July. 10 Late Dog Licenses \$50, 1 Site Plan Review \$300, 10 Building Permits \$848.75, 3 CO Searches \$45, 1 Fishing License \$0.28, 1 Exempt Dog, 43 Dog Licenses \$318, 1 Marriage License \$17.50, 1 Beer Permit \$20, 8 Photocopies \$2, Total, State, County & Local Revenues \$1,691.75, \$63 to NYS Ag. and Markets for Spay/Neuter Program, \$22.50 to NYS Department of Health for Marriages, \$4.72 to NYS Department of Environmental Conservation for Fishing License, Total to Supervisor \$1,601.53. 1 FOIL was received and satisfied for a total of 8 for 2015. The Townwide Yard Sale is September 19, raindate September 20 from 9 AM to 4 PM. Thank you to Denis Jordan and the Highway employees for installing the signs last week. To date I have 7 signed up including the New Baltimore Reformed Church and the Medway Congregational Church. We will be

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including a flyer in 4,200 State Telephone bills in the September billing announcing upcoming events in the Town of New Baltimore which includes the Townwide Yard Sale and the Veterans Monument Dedication Ceremony. I attended a Document Scanning Essentials Workshop at the Brunswick Family Community Center sponsored by the New York State Archives. I will be discussing further with ITS and Department Heads to determine if this is a viable option for the Town.

APPROVAL OF MINUTES

A Motion to approve the August 10, 2015 Town Board Regular Meeting Minutes submitted by Town Clerk Finke was made by Supervisor Dellisanti seconded by Councilwoman Benway. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Tax Collector

Paper work for 2015 Property/County taxes have been taken down to Greene County for end of year closing. Anyone having to pay their taxes must call GREENE COUNTY at (518)719-3530 to get amount owed for that billing. Sewer 1 and Water 2 bills are still being collected at Town Hall with a 2% penalty until September 15. Anyone with questions please call me at (518)756-6671 x1 and I will be happy to help you any time.

Historian

July 20: Attended Town Hall expansion meeting, July 22: Attended Armstrong Barn Renovation Committee meeting for New Baltimore Conservancy. Inspected and make recommendations. Reviewed and made corrections to text for display board for Long View Park (Armstrong Barn Site)

Agriculture

No Report

Ag Fest Liaison

No Report

Animal Control

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 119-2015
AUGUST 24, 2015**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE
AGREEMENT WITH THE VILLAGE OF COXSACKIE FOR
EMERGENCY DOG CONTROL SERVICES**

WHEREAS it is in the interest of the taxpayers of the Town of New Baltimore and Village of Coxsackie to share resources in the undertaking of dog control and in the event of emergencies.

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COUNTY OF GREENE
TOWN BOARD WORK MEETING
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**Draft 9/6/15
Approved 9/14/15**

RESOLVED the Supervisor is hereby authorized to sign the attached agreement with the Village of Cocksackie for dog control services from August 1, 2015 to July 31, 2016.

Motion by Supervisor Dellisanti seconded by Councilman Ruso

Supervisor Dellisanti pointed out just so everyone knows, Joe Tanner has actually already filled in for the Village. Their Dog Control Officer was on vacation, they had an incident, and Joe took care of it down there. This is so we can help each other out when someone's on vacation or there's an emergency in the area, we might even need two people to go out that particular time. The contract is attached; I had it reviewed by Tal and it's ready for signing. Does anyone have any questions or comments?

**INTERMUNICIPAL AGREEMENT AMONG THE TOWN OF
NEW BALTIMORE AND VILLAGE OF COXSACKIE**

This Agreement is made by and between the Town of New Baltimore and the The Village of Cocksackie ("participating municipalities"), each being municipal corporations located within Greene County, New York.

Whereas, this agreement is made pursuant to General Obligation Law §119-0 and,

Whereas, it is in the interest of the taxpayers of the Town of New Baltimore and Village of Cocksackie to share resources in the undertaking of dog control in the event of emergencies; and

Whereas, general oversight by appropriate municipal officials will be accomplished through regular, periodic and if needed, annual reports by the appropriate department heads to their respective municipalities.

NOW THEREFORE BE IT RESOLVED:

That the Town of New Baltimore and Village of Cocksackie, believing it to be in the best interest of the taxpayers of the respective municipalities do hereby authorize inter-municipal cooperation and assistance with and between each other for emergency dog control services and pursuant to the following terms and conditions:

1. The parties shall act as a "back-up" to the other on an as needed basis in emergency situations when one of the respective dog control officers is not available to cover a call.

2. All parties to this Agreement do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$500,000 per occurrence and \$1,000,000 annual aggregate.

3. Each party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.

4. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.

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5. 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.
6. A participating municipality employee(s) shall be considered a shared employee(s) while working on the dog control issue at hand. However, nothing in this Agreement alters the employment relationship between a participating municipality and its' respective employee(s).
7. Each municipality shall at all times during the course of this agreement have in effect an agreement with a shelter/humane society to take in dogs when necessary and shall provide the location and hours of such shelter to the other municipality on a yearly basis or whenever a change occurs.
8. This Agreement shall be in force for the period of August 1, 2015 to July 31, 2016 and shall automatically be extended each year for another one year period unless one of the parties notifies the others on or before February 1 that said municipality wishes to withdraw from this agreement for the ensuing year.
9. The Board of each participating municipality has authorized its Supervisor and Mayor to execute this Intermunicipal Agreement.
10. This agreement may be signed in counterpart by the respective municipal officials.
11. 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.

TOWN OF NEW BALTIMORE

VILLAGE OF COXSACKIE

By: _____ Supervisor

By: _____ Mayor

Dated: _____, 2015

Dated: _____, 2015

AYES: Dellisanti, Ruso, Benway, VanEtten
NAYS:
ABSTAIN:
ABSENT: Norris

Assessment

SCARS To date we haven't received any small claim filings. **School Tax Roll** The data file for the school tax bills was uploaded via the web. **Law Suit:** ZRZ, Inc. has filed with the Supreme Court regarding parcels: 28.00-3-4, 28.00-3-6, and 29.00-2-16.

Audit and Control Committee

Councilman Ruso I think we discussed that at length haven't we.

Supervisor Dellisanti yes we have.

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**Draft 9/6/15
Approved 9/14/15**

Buildings & Grounds/Recycling

Councilman Ruso we have a Greene County contract that we are going to attach ourselves to awarding a bid for propane to Nolan Bottle Gas and the contract is attached for each of us.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 120-2015
AUGUST 24, 2015**

**RESOLUTION TO AUTHORIZE THE PURCHASE OF PROPANE
FROM NOLAN BOTTLE GAS COMPANY, INC.**

RESOLVED the Town Board hereby authorizes the purchase of Propane from Nolan Bottle Gas Company, Inc. at the contract price offered by Greene County Resolution 191-15 at a fixed price of \$0.78 per gallon from September 1, 2015 through August 31, 2015 **2016**.

Motion by Councilman Ruso seconded by Councilwoman VanEtten

Supervisor Dellisanti asked for questions or comments and remarked I have one, \$0.78 a gallon is quite a price, we were paying about \$1.40.

Ellie Alfeld inquired where do we use this?

Supervisor Dellisanti confirmed right here at the Town Hall Building.

Councilman Ruso noted Town Hall is headed via propane.

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Councilman Norris

Building Inspector/Code Enforcement

Summarization of Code Enforcement Officer activities for July, 2015, is as follows: Accusatory Instruments 1, Building Inspections 30, Building Permits Issued 5, Building Permits Renewed 3, Certificates of Compliance Issued 3, Certificates of Occupancy Issued 2, Commercial Site Fire Inspections 2, Compliance Orders 3, Court Appearances 1, General Complaints 3, New Building Permit Applications Received 5, Pool Permit Applications Received 1, Pool Permits Issued 1, Application Fees for July 2015 \$808.75, Total Fees for Year to Date \$4,448.95

Fire, EMS & Law Enforcement

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 121-2015
AUGUST 24, 2015**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT FOR
GENERAL AMBULANCE SERVICES WITH THE TOWN OF COXSACKIE**

RESOLVED the Town Board hereby authorize the Supervisor to execute an agreement with the Town of Coxsackie for General Ambulance Services for the period January 1, 2014 to December 31, 2014 for \$36,260.

**TOWN OF NEW BALTIMORE
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**Draft 9/6/15
Approved 9/14/15**

Motion by Supervisor Dellisanti seconded by Councilman Ruso

Supervisor Dellisanti apparently the history of the Village of Coxsackie is they are a year behind in their ambulance service with the Town of New Baltimore. I have gone through the files and it's very accurate. The document before you I think I should read even though it's at length.

**AGREEMENT FOR GENERAL AMBULANCE SERVICES
BETWEEN THE TOWN OF COXSACKIE, AND THE TOWN OF NEW BALTIMORE**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2014 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, hereinafter referred to as "Coxsackie"; and the Town of New Baltimore, a municipal corporation created and existing pursuant to the Laws of the State of New York, County of Greene, acting on behalf of New Baltimore Ambulance, hereinafter referred to as "New Baltimore".

WITNESSETH:

WHEREAS, the Town of Coxsackie operates the Town of Coxsackie Ambulance Service (hereinafter referred to as TCAS) and is duly authorized by the New York State Department 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 the New Baltimore District #2; and

WHEREAS, the Town of Coxsackie is desirous of entering into an agreement for providing general ambulance services to the 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 Town of Coxsackie Ambulance Service agrees to furnish, or has furnished, general ambulance services to the Town of New Baltimore Ambulance District #2. The Town of Coxsackie Ambulance Service 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 attend without delay. The TCAS shall respond with a suitable ambulance vehicle and equipment staffed with personnel properly trained and authorized pursuant to the New York State Department of 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.

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**Draft 9/6/15
Approved 9/14/15**

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

FOURTH: The Town of Coxsackie Ambulance Service shall only render services with ambulances and equipment which are in first class condition and repair and with personnel who are properly trained pursuant to the rules and regulation 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 TCAS are exhausted at the time of a call, 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 Aide Ambulance Service.

FIFTH: The Town of Coxsackie Ambulance Service shall have the sole and exclusive authority over the provisions of general ambulance service and emergency medical service provided in the 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 in 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 ***retroactive from January 1, 2014 through December 31, 2017. The parties hereto acknowledge that services have been provided during this time as set forth herein and as in prior contracts.***

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 as defined by the NYS Comptroller and reported as revenue under Code SM1640-"fees derived for ambulance services provided" and shall specifically exclude, revenue received by the Town from real property taxes and other sources, and shall specially include insurance billing revenues and other fees received for ambulance services rendered.***

"Total Actual Revenues" shall mean the actual amount of revenues ***received by the Town of Coxsackie as defined by NYC Comptroller as Revenue and reported under Code SM1640-"fees derived for ambulance services provided" for the TCAS as documented in the Town of Coxsackie's Annual Financial Report under***

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Revenue Account Code SM1640 and filed with the New York State Office of the State Comptroller **and shall specifically exclude real property taxes and revenue from other sources received by the Town of Coxsackie for the TCAS;**

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

Total Estimated Expenses minus Total Estimated Revenues.

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

Total Actual Expenses minus 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:

(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.

TENTH: For the annual calendar year period from January 1, 2014 to December 31, 2014, the following computations shall apply:

Total Estimated Expenses =	\$830,000.00
Total Estimated Revenues =	\$399,414.00
(as defined above)	
Total Estimated Net Expenses =	\$430,586.00
Estimated Call Volume =	950 calls
Estimated New Baltimore Call Volume =	80 calls
Estimated Annual Contract Cost to New Baltimore	

(\$430,586.00 ÷ 950 calls) = \$453.25 per call x 80 calls = \$36,260.00

ELEVENTH: \$36,260.00 is the estimated amount due from New Baltimore Ambulance District #2 to the Town of Coxsackie for services rendered under and to be rendered under this contract in the 2014 calendar year;

TWELFTH: On or before November 1st in the years 2015, 2016 and 2017 the Town of Coxsackie will furnish to the Town of New Baltimore the following

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COUNTY OF GREENE
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information for the current annual calendar year periods so that estimated annual contract costs payable by New Baltimore Ambulance District #2 to Coxsackie can be determined and properly budgeted for by the New Baltimore Ambulance District #2::

***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 Coxsackie shall provide the following information to the Town of New Baltimore on or before March 1st in the years 2015, 2016 and 2017 relating to the prior calendar year so that the Actual Contract Costs can be paid:

***Total Actual Expenses
Total Actual Revenues
Total Actual Net Expenses
Actual Total Call Volume
Actual New Baltimore Call Volume
Actual Annual Contract Cost***

FOURTEENTH: The Town of New Baltimore Ambulance District #2 shall pay to the Town of Coxsackie the following amounts in consideration of the faithful performance by the TCAS of its obligation under this agreement: The amount computed as the "Actual Annual Contract Cost" for the PRIOR annual calendar year period no later than March 15 , of each calendar year. The first payment due under this contract shall be the "Actual Annual Contract Cost" for the 2014 year and will be payable no later than March 15, 2015.

The next annual payment for the 2015 calendar year would be due by March 15, 2016 and each payment due under this contract shall be due by the 15th of March for each year and every year thereafter.

FIFTEENTH: The term of this Agreement shall be retroactive from January 1, 2014 and shall remain in full force and effect until December 31, 2017. In the event that this Agreement is not renewed thereafter, the Actual Annual Contract amount for calendar year 2017 shall be paid by the Town of New Baltimore's Ambulance District #2 to the Town of Coxsackie no later than March 15, 2018.

SIXTEENTH: 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.

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

EIGHTEENTH: 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.

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Approved 9/14/15**

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

TWENTIETH: Authority for execution of this agreement:

The Supervisor for the Town of New Baltimore has executed this agreement pursuant to Resolution adopted by the Town Board of the Town of New Baltimore at a meeting thereof held on _____, 2014. The Supervisor, **Nick Dellisanti**, 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 Resolution adopted by the Town Board of the Town of Coxsackie at a meeting thereof held on _____, 2014. The Supervisor, **Richard Hanse**, whose signature appears hereafter, is duly authorized to execute this agreement on behalf of the Town. 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-FIRST: 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-SECOND: 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 **Nick Dellisanti**, Supervisor, duly authorized to do so, and to be attested to by the Town Clerk, **Barbara Finke**, and the Town of Coxsackie has caused its corporate seal to be affixed hereto and these presents to be signed by **Richard Hanse**, 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

ATTEST

By: Nick Dellisanti, Supervisor

Town Clerk

TOWN OF COXSACKIE

ATTEST:

By: Richard Hanse, Supervisor

Town Clerk

Draft 9/6/15
Approved 9/14/15

Councilwoman Benway replied that was the actual number.

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**Draft 9/6/15
Approved 9/14/15**

Pat Linger noted before that it was estimated.

Councilman Ruso agreed it does say estimated.

Supervisor Dellisanti advised it says estimated, we do have the record that says that there were 80 calls.

Pat Linger continued that's what I was going to ask; if it was an actual number now to go by because if even it was 10 calls off, that's \$4,000.

Supervisor Dellisanti replied correct.

Pat Linger inquired so 80 is the actual number then?

Supervisor Dellisanti confirmed the exact number is 80 calls and the exact cost is \$36,260.

Pat Linger thought it sounded high for Medway's district.

Supervisor Dellisanti confirmed it's \$4,000 more than 2013 which we didn't budget for; that much anyway.

Councilman Ruso asked do you recall what we budgeted for 2015, I don't recall? Was it similar to '14's cost?

Supervisor Dellisanti answered no, we did \$35,000.

Councilman Ruso noted I recall saying it could go up, but I don't think we went up that high.

Supervisor Dellisanti observed we did \$35,000 and we're still low.

Pat Linger questioned and there's no refund in this contract like there is with Ravena on the third party billing?

Supervisor Dellisanti responded no, Ravena does give us a refund of approximately \$3-\$4,000, which is very nice; they do a nice job. And they did 170 calls last year.

Councilman Ruso repeated 170.

Supervisor Dellisanti stated 170 calls.

Councilman Ruso pointed out versus 80 and what's the cost of Ravena?

Supervisor Dellisanti answered \$23,500.

Ann Marie Vadney asked what's wrong with this picture?

Councilman Ruso questioned Tal has reviewed all this and he's okay with this?

Supervisor Dellisanti replied yes, he did.

Councilman Ruso commented I think we're between a rock and a hard place, I mean we can't have portions of the Town without ambulance service.

Supervisor Dellisanti confirmed we need the ambulance service.

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COUNTY OF GREENE
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**Draft 9/6/15
Approved 9/14/15**

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Greene County Planning Board

Met on August 19 at the Greene County Office Building. They had Roll Call, Approval of Minutes, Planning and Zoning Referrals 15-30 Town of Durham Site Plan, 15-31 Village of Hunter Site Plan, 15-32 Town of Prattsville Site Plan, Member Networking/Information Exchange, Correspondence, Other Business, Adjournment. Please note the following procedures for attending meetings that begin after 5pm: Use the Water Street entrance of the building, stop at the security desk and sign in and sign out.

Grants/Promotions/Economic Development

No Report

Highway

July 27 to August 19, 2015: Inspected Independence Lane where it was repaired all looks good, Mowed and weed eat all cemeteries, Mowed along roads, Grader patched and hand patched Deans Mill Road with blacktop, Moved Gazebo from Rt. 9W to District 2 Park and set up. Installed ramp and step on Gazebo, Cut hanging limbs along roads, Picked up garbage dumped on Paradise Hill Road, Mowed and weed eat around Town Garage, Mowed all parks, and Town Hall, Cut tree from road going to sewer plant, Put up horse sign on Mount Misery Road, Picked rocks from ditch on High Rock Road, Mowed and weed eat around large rocks on Old State Road, Dug out broke up blacktop on Gill Road, and repaved with Peckham, Put stone at Cornell Park for kayak ramp, Cleaned beaver dam from culvert pipe on West Deans Mill Road, Repaired washout on Haas Hill Road, Picked up garbage and box springs dumped on Mount Misery Road, Put winter mix in culvert crossing on North Ridge Road, Moved 3 picnic tables back to District 1 Park, Old John Deere mower broke while mowing parks, repaired mower deck.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 122-2015
AUGUST 24, 2015**

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO
PURCHASE FUEL OIL FROM MAIN-CARE ENERGY**

RESOLVED the Town Board hereby authorizes the Highway Superintendent to purchase up to 1,800 gallons of fuel oil from Main-Care Energy at the contract price offered by Greene County Resolution 142-15 for a one year period from June 1, 2015 to May 31, 2016.

Councilman Ruso pointed out and we have the bid attached for each of you to review. The cost is for those that might want to know is \$1.75 per Tank Car and there is a Delivery Charge and a total cost per gallon of \$1.8978.

Motion by Councilman Ruso seconded by Councilwoman VanEtten

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

**TOWN OF NEW BALTIMORE
COUNTY OF GREENE
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**Draft 9/6/15
Approved 9/14/15**

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 123-2015
AUGUST 24, 2015**

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO
PURCHASE #2 DIESEL FUEL FROM MAIN-CARE ENERGY**

RESOLVED the Town Board hereby authorizes the Highway Superintendent to purchase up to 7,700 gallons of #2 Diesel Fuel from Main-Care Energy at the contract price offered by Greene County Resolution 193-15 for a one year period from August 16, 2015 to August 15, 2016.

Councilman Ruso noted and we also have a copy of the Greene County contract 193-15.

Motion by Councilman Ruso seconded by Councilwoman Benway

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Audience Member asked what was the price?

Supervisor Dellisanti replied price per gallon, it's not listed.

Councilwoman VanEtten advised it says five bids were received and Main-Care was the lowest bidder, it doesn't say the exact amount.

Councilman Ruso agreed it doesn't say it anywhere.

Councilwoman VanEtten confirmed but they were the lowest bidder.

Supervisor Dellisanti reported it would be nice to get that number.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 124-2015
AUGUST 24, 2015**

**RESOLUTION TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO
PURCHASE GASOLINE FROM MAIN-CARE ENERGY**

RESOLVED the Town Board hereby authorizes the Highway Superintendent to purchase up to 2,800 gallons of gasoline from Main-Care Energy at the contract price offered by Greene County Resolution 194-15 for a one year period from August 16, 2015 to August 15, 2016.

Motion by Supervisor Dellisanti seconded by Councilwoman VanEtten

Councilwoman Benway pointed out there's also no price on that one.

Councilwoman VanEtten observed there's no price but it says it was the lowest bidder out of five bids.

Supervisor Dellisanti noted after we do this, let's get a price on both of those resolutions.

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COUNTY OF GREENE
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**Draft 9/6/15
Approved 9/14/15**

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Insurance

No Report

Memorial

No Report

Personnel

No Report

Planning Board/Zoning Board of Appeals

The Planning Board met on August 13, 2015, with the following business transacted: Public Hearing was held on the Package Pavement Site Plan Application for an addition to their manufacturing facility located at 14554 US Route 9W. In the Regular Monthly Meeting that followed: Approved the Package Pavement Site Plan Application, Received Minor Subdivision Application for two-lot subdivision of the Bette Ann DeFine Property located on Sunset Hill Road, Discussed with property owner the non-conforming status of a parcel recently purchased and the process for bringing the parcel into compliance, President of the New Baltimore Conservancy was present to brief the Board on their special event planned for the Armstrong Barn at Long View Park on September 19. The Board is referring a property transfer not receiving required subdivision approval to the Town Board for enforcement action. The Board discussed various options for the Board minutes in the future, verbatim transcripts, statutory; summary; and if summary, how detailed a summary. No conclusive decision was reached at this meeting.

Marjorie Loux reported one item that was left out of the report is the fact the Board can't meet on September 10 because of the Primary so the Board will be meeting in September on the 3rd.

The Zoning Board of Appeals did not meet on August 5, 2015 since there were no applications to come before the Board.

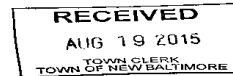
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**Draft 9/6/15
Approved 9/14/15**

Supervisor Dellisanti reported I received a letter from Meave Tooher, a resignation letter from the Zoning Board of Appeals and read:

Meave M. Tooher
242 High Rock Road
West Cossackie, NY 12192
(518) 756-9211



August 19, 2015

Via Hand Delivery

Hon. Nick Dellisanti
Supervisor
Town of New Baltimore
3809 CR 51
Hannacroix, NY 12087

Re: Zoning Board of Appeals

Dear Mr. Dellisanti:

It is with sincere regret that I notify you of my resignation as Chairman of Zoning Board of Appeals effective immediately. It has been a pleasure working with the ZBA in this capacity and I wish the members all the best.

Thank you.

Yours,

Meave M. Tooher

Motion by Councilwoman VanEtten to accept the resignation of Meave Tooher from the Zoning Board of Appeals.

Supervisor Dellisanti continued I just want to make a couple comments. I have only known Meave for a few years; she's done an outstanding job with the Zoning Board. She has worked tirelessly, she is extremely knowledgeable. She's definitely going to be missed at that position. She has been a trooper, she's on our Comprehensive Committee and she's not going to stop working on the Comprehensive Committee and she's been a big help with that, especially with her legal background. She has really put an effort into the Comprehensive Committee as well so she is going to be sorely missed. I told her that personally, I had a nice conversation with her when she handed me the letter and I didn't want to take it at the time, but we had to. But I just wanted everybody to know and for the record she has done an outstanding job for the Town of New Baltimore.

Seconded by Councilman Ruso

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 125-2015

AUGUST 24, 2015

**RESOLUTION TO PLACE ADVERTISEMENT TO FILL
VACANCY ON THE ZONING BOARD OF APPEALS**

WHEREAS a vacancy exists in Zoning Board of Appeals and the Town Board requests an advertisement be placed in *The Daily Mail* for 7 days.

**TOWN OF NEW BALTIMORE
COUNTY OF GREENE
TOWN BOARD WORK MEETING
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**Draft 9/6/15
Approved 9/14/15**

RESOLVED that the Town Clerk will place the following advertisement, approved by the Attorney for the Town, in *The Daily Mail* for 7 days.

The Town of New Baltimore is seeking an applicant to fill a vacancy for the Zoning Board of Appeals until December 31, 2015. Please send letter of interest or resume outlining experience to Councilwoman Shelly VanEtten, 3809 County Route 51, Hannacroix, NY 12087, svanetten@townofnewbaltimore.org. or call 756-3517 for information by September 18, 2015.

Motion by Councilman Ruso seconded by Councilwoman VanEtten

AYES: Dellisanti, Ruso, Benway, Norris, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Seniors and Veterans

We are still working and we will be sending out postcards soon. Barb sent the ones to our Congressman and some of our politicians; they have already gone out. We are meeting on the 3rd to fill out the other ones that we are going to be sending to Town residents.

Supervisor Dellisanti advised the program is on the 27th of September.

Councilwoman VanEtten confirmed it's the last weekend, a Sunday and Barb is going to put it in the telephone bills.

Technology/Website

No Report

Town Courts

In July, Court fees were \$20,657 of which \$13,957 was sent to the State Comptroller and the Town retained \$6,700. Justice Farrell \$11,122, Justice Davis \$9,535

Wastewater Treatment

No Report

Youth, Parks and Recreation

The summer program went well, it ended. Everybody had a great time on the field trip.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 126-2015
AUGUST 24, 2015**

**RESOLUTION TO ACCEPT DONATION FROM THE
CORNELL HOOK AND LADDER FIRE COMPANY FOR THE SUMMER
RECREATION PROGRAM**

WHEREAS the Cornell Hook and Ladder Fire Company held a chicken barbecue on July 24, 2015 as a fundraiser for the Summer Recreation Program and raised \$1,641 **\$1,680.75**.

RESOLVED the Town of New Baltimore accepts said donation for use during the Summer Recreation Program held from July 13-August 7 at Cecil C. Hallock District 2 Park and sincerely appreciates the support of the Cornell Hook & Ladder Fire Company and the community on this successful event.

**TOWN OF NEW BALTIMORE
COUNTY OF GREENE
TOWN BOARD WORK MEETING
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**Draft 9/6/15
Approved 9/14/15**

Motion by Supervisor Dellisanti seconded by Councilwoman VanEtten

Alan VanWormer announced the amount turned out to be \$1,680.75 with the chicken dinner sales and donations.

Supervisor Dellisanti observed I will make that amendment to my Motion seconded by Councilman Ruso. I would like to thank Cornell Hook and Ladder. This is great; I think you did about \$1,400 last year so this is even larger.

Alan VanWormer reported definitely our best one so far.

Councilman VanEtten explained and we really need that support to be able to put this on and we really appreciate it.

Alan VanWormer confirmed we are happy to do it.

Councilman Ruso noted ongoing as I learned this year, you better get there early because on my way home I called my wife to pick up some chicken and you were sold out.

Councilwoman VanEtten and Supervisor Dellisanti remarked all sold out.

Supervisor Dellisanti concluded again thank you very much; we appreciate it.

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Supervisor Dellisanti added a unanimous vote to accept your check. That was wonderful, thank you very much.

Public Comment Period

Supervisor Dellisanti introduced Dot Davis on VanSlyke report.

Dot Davis began I would just like to say that I think that Mr. VanSlyke's report on that blacktopping and the price I think was irresponsible on his part because it almost sounds like he was baiting the Board to go along with this. I would also like to request that maybe Denis could attend a few more meetings and maybe he could have helped us with this a little bit and explained more to us about it because us as just regular layman we don't understand anything about the blacktop and we thought wow this is a great deal and it turns out that it wasn't. Thank you.

Supervisor Dellisanti introduced Ann Marie Vadney on the 284 Budget.

Ann Marie Vadney mentioned I came to this meeting to clarify some issues and I'm very confused. So I have a couple of questions and maybe Denis, whoever has the knowledge to answer these, I think not only I but many other people would like the answers or further explanation. The young lady who I did not get her name once a 284 is signed, what is a 284?

Councilwoman VanEtten answered the 284 Agreement gives that money from the Town to do the roads and paving.

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COUNTY OF GREENE
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**Draft 9/6/15
Approved 9/14/15**

Ann Marie Vadney continued so now if a 284 is signed and accepted, do all of our Department Heads have signed 284's or is it just the Highway?

Councilwoman VanEtten and Supervisor Dellisanti replied just the Highway Department.

Ann Marie Vadney asked so now what's the difference between if you have a 284 right and you made a purchase, but you don't have a resolution like we had tonight? What determines a resolution and Board approval of what is spent?

Councilwoman VanEtten suggested that you will have to talk to the Attorney about or Denis.

Ann Marie Vadney questioned Denis, do you know because I think we need to clarify because people are so confused about everything. So who is going to clarify that? Are you going to clarify it with the lawyer, Board and present it back to...

Councilwoman Benway mentioned I would like Tal to answer that.

Ann Marie Vadney added because I see we always have resolutions for all the spending of our money and then we have this discussion about 284.

Councilwoman VanEtten apparently from what I understood from what was said, that the Town Board has no control over what Denis purchases under that 284 Agreement. That's how I understood it.

Ann Marie Vadney inquired Denis, how do you insure you are within the budget that has been approved so the taxpayers don't have to pay more money?

Denis Jordan answered well the Board gives me an x amount of dollars, this year it was \$185,000, and I have to use that money to fix 63 miles of road or part of 63 miles of road, obviously we can't do it all and I cannot go over that without Board approval. They have to do a resolution if we have to add more to it and they have to approve it.

Ann Marie Vadney asked so everything that's been done on our roads so far is within the budget?

Denis Jordan responded oh yes, way within.

Ann Marie Vadney continued and we'll find out from Tal about this 284.

Councilwoman VanEtten suggested you will have to ask him specifically the question to Tal.

Ann Marie Vadney concluded as a taxpayer, I think that myself and people I have spoken to we would really appreciate it and there's people in this audience that are running for office, there's people here that many of us have voted for who are already in office and we would really appreciate it if people would get along. This is not personal, it's about making this community better and we don't really care who likes each other. We want our questions answered in a timely manner and we want people to do a good job for us. So when people don't come to meetings and I hope Mr. Norris is not sick because he's not here very often and Denis, we like when you come because there is always something going on with the Highway Department and people who are going to run for office we would really appreciate it if you could consistently attend our meetings so that our Board can do their job properly. Thank you all of our elected officials.

**TOWN OF NEW BALTIMORE
COUNTY OF GREENE
TOWN BOARD WORK MEETING
August 24, 2015 - Page 37**

**Draft 9/6/15
Approved 9/14/15**

Community Events

- September 2, 2015 Zoning Board of Appeals Meeting at 7:30 PM (If Needed)
- September 3, 2015 Veterans Committee Meeting at 10 AM
- September 3, 2015 Planning Board Meeting at 7 PM
- September 9, 2015 Senior Committee Meeting at 1 PM
- September 14, 2015 Town Board Regular Meeting at 7 PM
- September 17, 2015 Friends of New Baltimore Recreation at 7 PM
- September 19, 2015 Townwide Yard Sale from 9 AM-4 PM, Raindate September 20
- September 23, 2015 Comprehensive Plan Committee at 7 PM
- **September 27, 2015 Veterans Committee Dedication of Monument at 1 PM**
- September 28, 2015 Town Board Work Meeting at 7 PM

Audit of Claims

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 127-2015
AUGUST 24, 2015**

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 2015b-08-01 to 2015b-08-20 it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2015b-08-01 to 2015b-08-20.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until September 30, 2015.

Motion by Supervisor Dellisanti seconded by Councilwoman Benway

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

General \$15,056.22, Highway \$756.37, Sewer 1 \$1,402.06, Sewer 2 \$3,162.26, Water 3 \$145.25, Total \$20,522.16

Supervisor Dellisanti asked if there's any other business to come before the Town and we have a couple of questions here.

Ellie Alfeld began I ask only one thing and that is for the next Board meeting could I have the figures for the Reserve Fund. I've asked for these I think before. I'd like to know what the Reserve Fund was upon this Board coming into office and where we stand now as to how much money we've got in reserve money. Thank you.

Alan VanWormer asked I just have a question are there any plans for having another Memorial service out front because I know there's two people that need to be added, Don Tanner and Cliff Baldwin?

Councilwoman VanEtten answered the Monument, there's no individual names.

Ellie Alfeld said he is talking about the bricks.

**TOWN OF NEW BALTIMORE
COUNTY OF GREENE
TOWN BOARD WORK MEETING
August 24, 2015 - Page 38**

**Draft 9/6/15
Approved 9/14/15**

Councilwoman VanEtten added oh, yours, I'm sorry. I thought you were talking about the Monument.

Councilwoman Benway suggested I can check and see what's going on with that.

Alan VanWormer confirmed I know the Fire Company would like to buy the stone for Cliff Baldwin.

Dot Davis inquired on the Audit of Claims and the numbers and that for the dollar amount, how do we know what that's for?

Supervisor Dellisanti responded that's for all the vouchers that we approve for payment for tonight from each department.

Dot Davis asked do we really know what it's for?

Councilwoman VanEtten answered it's all the bills that come, the electric bills.

Councilman Ruso added it's the light bill.

Supervisor Dellisanti noted the electric bill, the health insurance bill.

Councilman Ruso mentioned buying of photocopy paper and other things.

Councilwoman VanEtten explained those are the breakdowns of what category for each, how much we spent on each category.

Supervisor Dellisanti pointed out on each department, anything else?

Patty Hildebrandt asked about the mileage on the vehicle.

Supervisor Dellisanti reported for the time period of June 30-July 28, number of miles driven was 469, the gallons of gas were 12.4 and 14.3, date of fill-ups was 7/14 and 7/28, price per gallon was \$2.53, total expense was \$67.57. If we had to use a regular vehicle, it would have cost for reimbursement would have been \$269.68. The savings for that month was \$202.11. The total savings so far this year was \$668.81. It is a savings and every nickel and dime adds up.

Having nothing else to come before the Board, Motion by Councilwoman Benway seconded by Councilwoman VanEtten to adjourn the meeting at 8:43 PM

AYES: Dellisanti, Ruso, Benway, VanEtten

NAYS:

ABSTAIN:

ABSENT: Norris

Supervisor Dellisanti concluded thank you all for coming.

Respectfully Submitted,

Barbara M. Finke
Town Clerk