

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
REGULAR TOWN BOARD MEETING
DECEMBER 12, 2011-page 1**

DRAFT

OPENING OF MEETING

The meeting was called to order at 7:40 pm by Supervisor Susan O'Rorke and followed by the Pledge of Allegiance. In attendance: Councilwoman Finke, Councilmen Norris, Attorney for the Town Wukitsch, Highway Superintendent Jordan, Town Clerk Brooks and 15 members of the public who signed the attendance sheet. Absent: Councilman Byas and Meredith.

APPROVAL OF MINUTES

Councilman Norris moved and Supervisor seconded the approval of Minutes of **November 14, 2011 Regular Meeting** (distributed 11/30 1:41pm) submitted by the Town Clerk. Councilwoman Finke asked, regarding page 10, #10, about the cost for Peachtree software; Supervisor said she referenced that there could be a license fee up to \$100. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

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

Supervisor moved and Councilman Norris seconded the approval of Minutes of **November 28, 2011 Town Board Work Meeting** (distributed 11/30 1:41pm) submitted by the Town Clerk, under Adjournment on last page, **Councilman Byas was absent**. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

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

PUBLIC COMMENT PERIOD

Jean Horn raised the issue of the Town parks' gates and suggests: relocating Silver Lake/District 3 gate to overlook the field; removing Cecil C Hallock/District 2 completely; leaving as is Joseph Wyche/District 1. The sheriff has requested being able to drive in to use spotlight. Councilwoman Finke asked if the gates were on land belonging to National Grid; Supervisor said National Grid would notify the Town if gates were on their right-of-way; Denis Jordan said National Grid has no problem with the gates preventing folk driving around and creating ruts.

Ellie Alfeld said, regarding New Baltimore waterpark meeting held recently, that a conflicting meeting of any Town board should be postponed to another date, allowing its members to attend and hear comments from other communities.

Ellie Alfeld announced the Food n Fun Community Luncheon on Wednesday, December 14, with Dutch holiday traditions, guest Shelby Mattice, and goodwill offering.

Supervisor said Greene IDA will come in January 2012 to make a presentation to the Town; that was a Greene County presentation.

CORRESPONDENCE

From NYS Department of Transportation- the Consolidated Highway Improvement Programs (CHIPS) money will arrive any day in the amount of \$112,703.67.

From Association of Towns- an annual dues notice that is included in the vouchers being authorized for payment this night.

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From Greene County Real Property Tax Service- notice that the county legislature did not make any changes to the Senior or Disabled exemption for 2012; the Town has until March 1, 2012 to make its changes.

From Association of Towns- notice of training schools January 4, January 11, and Annual Training from February 19-22 for newly-elected officials.

From Persico Oil- an estimate of \$6,000; this addresses potential issues with the basement vault if prior repair to compressor does not hold and different work is needed, explained Town Clerk Brooks; Building Committee will look into in 2012.

From NYS Comptroller's Office- correspondence requesting copy of ethics policy and indication of having established Ethics Board from all municipalities who have adopted same; policy has been sent.

OLD BUSINESS

- Resolution to Adopt Local Law 4 of 2011

LOCAL LAW 4 OF 2011

**A LOCAL LAW ESTABLISHING SEWER USE FEES FOR 2012
FOR NEW BALTIMORE SEWER DISTRICT NO. 1**

Be it enacted by the Town Board of the Town of New Baltimore as follows:

Section 1. PURPOSE

The purpose of this Local Law is to establish the sewer use fees to be levied in 2012 for debt service and operation and maintenance for the New Baltimore Sewer District.

Section 2.

In accordance with the 2012 Budget adopted for the New Baltimore Sewer District, and the Sewer District Tax Roll adopted by the Town Board for the New Baltimore Sewer District for 2012, the following are the per point charges to be levied as Sewer Use Fees for 2012:

Debt Service: \$21.5810 per point

Operation and Maintenance: \$38.0214 per point

Section 3 – EFFECTIVE DATE

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

**RESOLUTION
DECEMBER 12, 2011**

**RESOLUTION TO ADOPT LOCAL LAW 4 of 2011 ESTABLISHING SEWER
USE FEES FOR 2012 FOR NEW BALTIMORE SEWER DISTRICT #1**

WHEREAS, the Town Board of the Town of New Baltimore has held a public hearing on December 12, 2011 regarding proposed Local Law 4 of 2011 Establishing Sewer Use Fees for 2012 for New Baltimore Sewer District #1, at which time the public was given an opportunity to speak regarding this proposed Local Law.

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NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby adopts Local Law 4 of 2011 Establishing Sewer Use Fees for 2012 for New Baltimore Sewer District #1.

Supervisor moved, and was seconded by Councilman Norris. Supervisor asked that the minutes reflect no speakers for the public hearing and no written comment. The adoption of the foregoing Resolution was duly put to a vote, and upon roll call, the vote was as follows:

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

NEW BUSINESS

- Resolution to Renew Dan Rubino's Contract

**DECEMBER 12, 2011
ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
TOWN OF NEW BALTIMORE AND DAN RUBINO**

WHEREAS, the Town of New Baltimore and Dan Rubino entered into an agreement for court security and

WHEREAS, the Town and Mr. Rubino seek to amend the agreement as follows:

1. Paragraph 12 is replaced with the following:
Term: The Term of the Agreement shall be for the period December 12, 2011 through June 12, 2012. It shall automatically renew for an additional six-month term unless either party provides 30 days prior written notice of termination.
2. Paragraph 13 is amended as follows:
Termination of Agreement: Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other.
3. Paragraph 1 is amended to provide that Mr. Rubino shall be paid at the rate of \$11.00 per hour.

TOWN OF NEW BALTIMORE
By _____

Dan Rubino

**RESOLUTION
DECEMBER 13, 2010**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE ADDENDUM
WITH DAN RUBINO FOR COURT SECURITY**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute addendum to an independent contractor agreement with Dan Rubino for the period December 12, 2011 to June 12, 2012 for Court Security at a hourly rate of \$11.00.

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

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

**COUNTY OF GREENE
TOWN OF NEW BALTIMORE
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DRAFT

- Resolution to Renew Management Agreement with New Baltimore Conservancy for the HRIT

The Town of New Baltimore owns the property on the east side of the Preserve, having a contract with Conservancy since 2001 to manage the property and that contract has expired. The Conservancy has been doing paperwork with Town Emergency Management Officer VanWormer for FEMA reimbursement following Hurricane Irene for damage, particularly to the 'milk carton' bridge.

**MANAGEMENT AGREEMENT
(Hudson River Interpretive Trail)**

THIS MANAGEMENT AGREEMENT (hereinafter the "Agreement"), is made this 12th day of December, 2011, between the Town of New Baltimore (hereinafter the "Town"), and the New Baltimore Conservancy (hereinafter the "Conservancy").

WITNESSETH:

WHEREAS, the Town owns approximately 40 acres of land (hereinafter the "Premises") bounded by the Hannacroix Creek to the north, Route 144 to the west and the Hudson River to the east; and

WHEREAS, the Premises contains outstanding natural resource features, has abundant wildlife, and is predominantly a wetlands of statewide significance; and

WHEREAS, the Premises has significant value for passive recreational use, as a link with the Hannacroix Creek Preserve and has access to the Hudson, an American Heritage River; and

WHEREAS, the Conservancy is desirous of managing the Premises on the Town's behalf for public recreation and enjoyment at no cost to the Town; and

WHEREAS, the Town is desirous of entering into this Agreement with the Conservancy so that it manages the Premises, in cooperation with the Town, for recreation and other public uses;

NOW THEREFORE, the parties mutually agree as follows:

1. Premises.

The Premises subject to this Agreement are more fully described by the Map annexed hereto as Exhibit "A".

2. Term.

The term of this Agreement shall be for two (2) years, commencing January 1, 2012. This Agreement shall automatically renew for four additional two-year terms, provided the Conservancy has complied with the terms and conditions of this agreement.

During the initial or any renewal term, either party may cancel this Agreement on sixty (60) days prior written notice.

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3.Consideration.

The consideration payable under this Agreement by the Conservancy shall be the sum of \$1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the Town.

4. Management of Premises.

A. The Conservancy agrees, at their sole cost and expense and within the limits of available resources, to operate, manage and maintain the Premises for open space, recreation and other public uses such as hiking, fishing, horseback riding, cross country skiing and camping as permitted by law. In particular, the Conservancy agrees to: (1) maintain existing paths and trails on the Premises; (2) periodically remove trash and debris from the Premises; (3) generally keep the site open and accessible to the public from dawn to dusk; (4) post the boundaries of the Premises with signs and maintain such signs; and (5) provide directional signs to assist users of the Premises.

B. Subject to prior written approval by the Town, the Conservancy is authorized to construct improvements on the Premises such as new trails, kiosks, etc.

C. The Premises shall be open and available to the general public for day use, whether residents of the Town or otherwise.

5. Insurance.

Any insurance policy presently held or purchased in the future by the Conservancy for property damage or personal injury liability related to the management of the Premises shall name the Town as an additional insured party. Any such policy shall provide thirty (30) days written notice of cancellation to the Town.

6. Compliance with Laws, Ordinances, Orders, etc.

The Conservancy agrees throughout the term of this Agreement to comply promptly, at its sole cost and expense, with all laws and ordinances and the orders, rules, regulations and requirements of all governmental departments, commissions, boards and officers thereof, foreseen and unforeseen, which may be applicable to the Premises, or to the use or manner of use of the Premises.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year first above written.

Town of New Baltimore

By: _____
Susan O'Rorke
Supervisor

New Baltimore Conservancy

By: _____
Janet Angelis
President

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DRAFT

**RESOLUTION
DECEMBER 12, 2011**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE MANAGEMENT
AGREEMENT WITH THE NEW BALTIMORE CONSERVANCY**

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the renewal management agreement with the New Baltimore Conservancy.

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

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

The Town owns the property on the other side of the road, this is the access.

**RESOLUTION
DECEMBER 12, 2011**

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE ONE-YEAR
LEASE EXTENSION FOR HANNACROIX PRESERVE AND HUDSON RIVER
INTERPRETIVE TRAIL PARKING AREA**

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a lease extension, between the Town of New Baltimore and the Open Space Conservancy, Inc., for the parking area used for the Hannacroix Preserve and the Hudson River Interpretive Trail, for a one-year period expiring December 12, 2012.
DATE TO Dec 8. 2008

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

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

Superintendent of Highways goes to plow after all Town roads have been cleared.

- Resolution to Authorize Tax Collector to Accept and Deposit Fees for Water District 2, Water District 3 and Sewer District 2

Currently Tax Collector has authority to collect taxes and sewer fees; in the past, Town Clerk collected and Supervisor deposited the fees, this will clean up that practice. Tax Collector was amenable and asked for software, the software used for Sewer District 1 doesn't download into county-required Excel spreadsheet for preparing re-levies. Supervisor spoke with Town's accountant who is sure that he has software that can be used to simplify the accounting, and downloads into Excel. Councilwoman Finke said since tax collector is taking on these duties with no additional compensation and has an old computer, maybe should look into a computer. Supervisor asked her to contact ITS; Councilwoman Finke said they will have a meeting to get her back on the right track.

**RESOLUTION
DECEMBER 12, 2011**

**RESOLUTION TO AUTHORIZE TAX COLLECTOR TO ACCEPT AND
DEPOSIT FEES AND TAXES FOR WATER DISTRICT 2 AND 3 AND SEWER
DISTRICT 2**

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WHEREAS, Town Law provides that the Town Clerk is responsible for accepting and depositing fees and taxes for a water district and sewer district unless the Town Board authorizes the Tax Collector to perform such duties.

BE IT RESOLVED that the Tax Collector is hereby authorized to accept and deposit fees and taxes for Water District #2, Water District #3, and Sewer District #2.

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

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

- Resolution to Pay Claims

Supervisor stated that there would be vouchers without the three required signatures as in some cases town board members sign as department heads; Supervisor asked Attorney Wukitsch for wording for resolution to approve Supervisor's mailing of checks. Town Clerk Brooks said she'd still been cleaning up accounts from the months in which two abstracts had been done. Attorney Wukitsch asked if all the vouchers affected were on the abstract; answer: yes. Supervisor asked for any changes or questions; hearing none, she read.

**RESOLUTION
DECEMBER 12, 2011**

RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY AUDITED CLAIMS

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

WHEREAS the Town Board has audited claims 2011 12/01-91, it is

RESOLVED, that the Supervisor is hereby authorized to pay claims 2011 12/01-91.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until December 30, 2011.

BE IT FURTHER RESOLVED that the Supervisor shall be authorized to pay any claims set forth on the abstract that lack the three required signatures so long as the signatures are obtained within 10 days of this resolution.

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

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

- Date of Organizational Meeting for 2012

January 1, 2012 at 2:00 pm will be the Organizational Meeting for 2012, submitted only to official newspaper, Catskill Daily Mail.

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Lisa Benway announced that there appear to be some local thefts, no vehicle descriptions, please keep an eye out at your neighbors, happening during the day.

Clerk Brooks clarified, regarding the wording of the previous resolution, that there was no precedent in the Town of New Baltimore for town clerk to deposit water and sewer fees or Town taxes; in the past all user fees had been deposited by Supervisor and Town taxes by tax collector. Supervisor confirmed that Town law states it is done by town clerk unless the Board has taken action.

- No Work Meeting on December 26, 2011

Supervisor moves to do away with the Work Meeting scheduled for December 26, 2011, a holiday on the Town's calendar, as there is no business to come before the Town Board; seconded by Councilman Norris. No discussion.

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

Motion Carried

ADJOURNMENT

With no more from the Board, Councilman Norris moved to adjourn, seconded by Supervisor. No discussion.

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

Motion Carried

The meeting was adjourned at 8:08 pm.

Respectfully submitted,

Janet A. Brooks
Town Clerk