

**TOWN OF CHATHAM
SPECIAL TOWN BOARD MEETING
September 15, 2011**

A Special Meeting of the Town of Chatham, Town Board was held on September 15, 2011 5:30 PM for personnel and contract negotiations.

PRESENT: Supervisor Jesse DeGroot, Councilman Maria Lull, , Councilman Jean Rohde, Councilman Henry Swartz, Jr., Town Clerk Beth Anne Rippel, Tal Rappleyea. Bob Linville, Don Hegeman, Marilyn Cohen, Mitch Khosrova, Dave Everett
ABSENT: Councilman Tom Meyn

Supervisor Jesse DeGroot opened the meeting at 5:35 PM.

Motion was made by Supervisor Jesse DeGroot to enter into executive session at 5:35 PM for personnel and contract negotiations. Councilman Rohde seconded the motion. Motion carried.

Motion was made by Supervisor Jesse DeGroot to leave executive session at 6:00 PM. Councilman Rohde seconded the motion. Motion carried.

Motion made by Councilman Lull and seconded by Councilman Swartz to close the meeting at 6:00 PM. Motion carried.

**TOWN OF CHATHAM
TOWN BOARD MEETING
September 15, 2011**

A Regular Meeting of the Town of Chatham Town Board was held on September 15, 2011 at the town hall at 7:00 PM.

PRESENT: Supervisor Jesse DeGroot, Councilman Lull, Councilman Meyn, Councilman Rohde, Councilman Swartz, Town Clerk Beth Anne Rippel, Highway Superintendent – Joe Rickert, Town Attorney – Tal Rappleyea, Comptroller Earl Kelsey and others
ABSENT:

Supervisor Jesse DeGroot called the meeting to order at 7:00 PM. The pledge to the flag was led by Councilman Swartz.

CORRESPONDENCE

- A. Kitty Curtis re: speeding in the hamlet of Old Chatham.
- B. Jim Temple re: his resignation from the Zoning Implementation Committee

PUBLIC COMMENT

None

- ◆ FEMA will have a trailer at Chatham Firehouse September 24-26, from 8 a.m. to 8 p.m. for residential assistance. That includes homeowners and renters. Residents can also call 800-621-3362 to register.

REPORTS

- A. Highway – report on file.
- B. Recreation Department – report on file.
- C. Code Enforcement/Zoning Enforcement – report on file
- D. Dog Control – no report
- E. EMC – Deidre Henderson reported that the GIS Grant application has been submitted. Also, County Planning Board and County Planning and Economic Development are sponsoring a land use training program on the State Environmental Quality Review Act (SEQRA), to be held on Wednesday, September 21st, 6:00 to 8:00 p.m., at Columbia-Greene Community College.
- F. Justice Court – no report
- G. ZIC – Chairman Jim Temple submitted his resignation, effective Sept. 15, 2011.
- H. Supervisor – There is no decision as yet on the proposed purchase of the Walmart building in Greenport or 25 Railroad Ave. in Hudson.
- J. Comptroller – report on file

RES #82-11 to authorize the town Supervisor to pay the Crellin Park Land Donation BAN. Supervisor DeGrootd offered RES #82-11 and moved its adoption; WHEREAS, the Crellin Park Land Donation BAN for \$100,000.00 plus interest is due September 20, 2011 and WHEREAS, the General Fund “A” Fund budget call for a principal payment of \$50,000.00 plus interest and WHEREAS, interest rates on BANs are increasing and interest on CDs are remaining very low and WHEREAS, there would still be a remaining balance of \$50,000.00 plus interest due on the BAN next year, WHEREAS, there is \$28,836.61 of cash remaining in the Capital Project Fund “H” from the original BAN for Crellin Park Land Donation, including, interest, which can not be used for any other purpose. WHEREAS, the Town of Chatham General Fund “A” has sufficient unreserved fund balance un-appropriated from which \$21,200.0 can be appropriated to cover the remaining balance. THEREFORE, be it RESOLVED that instead of renewing the Crellin Park Land Donation BAN for one year, the Town Board authorizes the Town Supervisor to pay the full balance of \$100,000.00. Councilman Meyn seconded the motion.

VOTE: Ayes; DeGrootd, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

NEW BUSINESS

- A. ZIC vacancy.

RES. #83-11 to accept letters of interest and resumes to fill a vacant position on the Zoning Implementation Committee (ZIC). Supervisor DeGrootd offered RES. #83-11 and moved its adoption to advertise the ZIC vacancy and accept letters of interest and resumes up until 4:00 PM on Friday, October 14, 2011. Councilman Swartz seconded the motion.

VOTE: Ayes; DeGrootd, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

Interviews will be conducted prior to the regular October 20, 2011 Town Board meeting.

OLD BUSINESS

- A. Zoning: travel trailer campgrounds, storage facilities.
- B. Conservation Advisory Council (CAC) – Discussion is ongoing.

C. Sole Assessor

RES. #84-11 to schedule a Public Hearing on proposed Local Law No. 3 of 2011 defining "Travel Trailer Camp" in the Town of Chatham. Councilman Lull offered RES. #84-11 and moved its adoption to schedule a Public Hearing for October 20th at 7:00 PM for the purpose of addressing proposed Local Law #3 of 2011 to define "Travel Trailer Camp". "Travel Trailer Camp" to mean an assembly of travel trailers which are occupied for recreational purposes on a seasonal basis only or which are stored unoccupied wholly within enclosed structures. Councilman Swartz seconded the motion.

VOTE: Ayes; DeGroodt, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

RES. #85-11 to accept letters of interest and resumes to fill the Sole Assessors position. Supervisor DeGroodt offered RES. #85-11 and moved its adoption to advertise the Sole Assessors position and accept letters of interest and resumes up until 4:00 PM on Friday, October 14, 2011. Councilman Swartz seconded the motion.

VOTE: Ayes; DeGroodt, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

Interviews will be conducted prior to the regular October 20, 2011 Town Board meeting.

RES. #86-11 to approve the Breezy Hill Mobile Home Park license renewal. Supervisor DeGroodt offered RES. #86-11 and moved its adoption to approve the Breezy Hill Mobile Home Park license renewal in accordance with Chapter 130, Rule No. 14. Councilman Rohde seconded the motion.

VOTE: Ayes; DeGroodt, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

RESOLUTIONS

RES. #87-11 to hire Russ Freeman Excavating for emergency highway repairs throughout the Town of Chatham.. Councilman Lull offered RES. #87-11 and moved its adoption. WHEREAS, the Town of Chatham has been subjected to winds, rains, flooding and damage caused by Hurricane Irene on August 28, 2011, and WHEREAS, the Town of Chatham Hwy is in need of emergency assistance, and NOW THEREFORE, BE IT RESOLVED, that the Chatham Town Board authorizes the hiring of Russ Freeman Excavation to do emergency repairs throughout the Town of Chatham at the following rates: \$225/Hr for CASE 330, \$150/Hr for Dozer, \$75/Hr for Trucking. Councilman Meyn seconded the motion.

VOTE: Ayes; DeGroodt, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

RES. #88-11 to hire Corey MacFarlane for emergency repairs on River St.. Councilman Swartz offered RES. #88-11 and moved its adoption. WHEREAS, the Town of Chatham has been subjected to winds, rains, flooding and damage caused by Hurricane Irene on August 28, 2011, and WHEREAS, the Town of Chatham Hwy is in need of emergency assistance, and NOW THEREFORE, BE IT RESOLVED, that the Chatham Town Board authorizes the hiring of Corey MacFarlane to do emergency repairs on River Street,

Town of Chatham, at the rate of \$140/Hr for Excavator.
Councilman Rohde seconded the motion.

VOTE: Ayes; DeGrootd, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

RES. #89-11 to enter into an inter-municipal agreement by and between The Town of Chatham and the County of Greene. Supervisor DeGrootd offered RES. #89-11 and moved its adoption to enter into an inter-municipal agreement. MADE this 28th day of AUGUST, 2011, by and between the TOWN OF CHATHAM, New York (hereinafter referred to as "TOWN" or the "Provider" or the "Providing Entity") and the COUNTY OF GREENE, New York (hereinafter referred to as the "Requester or Requesting Entity").

WITNESSETH

WHEREAS, this agreement is made pursuant to the Article 5-0. Section 119~0, of the New York General Municipal Law and the inherit authority of the TOWN and the Requesting Entity; and

WHEREAS, pursuant to Federal and State law the TOWN and the Requester are allowed to enter into Mutual Aid Agreements to assist in times of emergency; and

WHEREAS, the TOWN and the Requester desire to enter into a post-event Mutual Aid Agreement;

WHEREAS, the TOWN and the Requester have been subjected to winds, rains, flooding and damage caused by Hurricane Irene and other associated rainfalls necessitating emergent responses and mutual aid;

WHEREAS, the parties intend this agreement to facilitate the reimbursement of expenses incurred by the Providing Entity by the Requester through the Federal Emergency Management Agency ("FEMA");

NOW, THEREFORE, in exchange for valuable consideration received from the other IT is MUTUALLY AGREED between the parties as follows:

1. Purpose and Scope. Due to 11 significant emergency such as fire. earthquake, flood, tornado, hurricane, hazardous material incident, terrorist incident. or other such man-made 01' natural emergency disaster or public safety need the highest ranking official of any political subdivision or public safety agency Dr their designee may render aid to or request aid from any jurisdiction, agency, or organization. A public safety need, as used in this agreement, shall include any event or incident necessitating the mutual-aid assistance from another public safety agency .
2. Laws Governing. When responding to mutual aid or emergency aid requests, political subdivisions or public safety agencies shall be subject to all provisions of the law US if it were providing service within its own jurisdiction. Requesting Entity and Providing Entity agree in be bound by the terms. covenants and conditions set forth in this agreement.
3. Eligible Expenses. The labor force expenses of D Providing Entity will be treated as contract labor, with regular and overtime wages or salaries and certain benefits eligible for reimbursement in accordance with FEMA policies, rules and procedures.
4. Examples of Emergency Mutual Aid. Emergency mutual aid work covered by this Agreement, includes, but is not limited to, the following:

- A Search and rescue, sandbagging, emergency medical care, debris removal;
- B Reasonable supervision and administration in the receiving State that is directly related to eligible emergency work;
- C The cost of transporting equipment and personnel by the Providing Entity to the incident site;
- D Provide labor personnel, equipment and machinery necessary for department of public works functions;
- E Law Enforcement;
- F Costs incurred in the operation of the Incident Command System (ICS). such as operations, planning. logistics &and

- administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
- G State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;
- H Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
- I Dispatch operations in the receiving State;
- J Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Disaster Assistance Directorate);
- K Firefighting activities.
- L Dissemination of public information authorize; and,
- M Work associated with the performance of Grantee's responsibilities as the grant administrator

5. Eligibility for Reimbursement. Only Requesting Entities are eligible applicants for FEMA assistance. A Providing Entity must submit its claim for reimbursement to a Requesting Entity. States may be eligible applicants where statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

6. Reimbursement Limitations. Reimbursement for services rendered under this Agreement shall be in accordance with any local, state and federal guidelines. Any political subdivision or public safety agency providing assistance shall receive appropriate reimbursement according to those guidelines. To be eligible for reimbursement by FEMA, the mutual aid assistance should have been requested by a Requesting Entity or in response to a declaration of emergency, major disaster or fire. Reimbursement shall be made in accordance with FEMA policies, rules and procedures.

7. Records. Both Parties agree to keep detailed records of services requested and received, and provide those records as part of the supporting documentation for a reimbursement request.

8. Benefits. Applicable benefits normally available to personnel while performing duties for their jurisdiction are also available to such persons when an injury or death occurs when rendering assistance to another political subdivision or public safety agency under this section. Responders shall be eligible for the same state and federal benefits that may be available to them for line-of-duty deaths or injuries, if such services are otherwise provided for within their jurisdiction.

9. Liability. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or a public safety agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and worker's compensation provisions provided to them as employees of their respective political subdivision or public safety agency.

10. No Liability For Failure To Respond. Neither party to this Agreement shall be liable to the other for failure to respond to any call by the other, or delay, negligence or mistake in receiving or responding to any call, nor shall this Agreement ever be interpreted as being, an agreement for the benefit of any third person.

11. Consideration. The consideration for this Agreement shall be the service given for the protection of lives and property by the Requesting Entity and by the Providing Entity, and no compensation, except eligible reimbursement; as herein provided, shall accrue or be paid by either party to the other by reason of this agreement.

12. Termination. Either party may cancel this Agreement by giving sixty (60) days written notice to the other party.

13. Counterparts. This agreement may be executed in counterparts

IN WITNESS WHEREOF, the TOWN has caused this Agreement to be executed by its Supervisor and the Chairman of the Requesting Entity has caused this Agreement to be

executed by its governing Board.

TOWN OF CHATHAM, NEW YORK

Dated: _____, 2011

By: _____
_____, Supervisor

COUNTY OF GREENE, NEW YORK

Dated: _____, 2011

By: _____
_____, Chairman, Greene County Legislature

Councilman Rohde seconded the motion.

VOTE: Ayes; DeGroot, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

RES. #90-11 to approve the Teamsters Highway contract. Supervisor DeGroot offered RES. #90-11 and moved its adoption to approve the Teamsters Highway Contract. Copy attached. Councilman Rohde seconded the motion.

VOTE: Ayes; DeGroot, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

RES. #91-11 to approve the minutes of the August 18, 2011 regular town board meeting. Supervisor DeGroot offered RES #91-11 and moved its adoption to approve the minutes of the August 18, 2011 regular town board meeting. Councilman Meyn seconded the motion.

VOTE: Ayes; DeGroot, Lull, Meyn, Rohde, Swartz
Nays; None Resolution adopted

PUBLIC COMMENT

- ◆ Deidre Henderson asked if the board was still considering the creation of a CAC. Discussion is ongoing.

Motion was made by Supervisor DeGroot seconded by Councilman Meyn to adjourn at 7:30 PM. Motion carried.

Supervisor DeGroot opened the meeting at 7:31 PM.

Motion was made by Supervisor Jesse DeGroot, seconded by Councilman Swartz to enter into executive session at 7:31 PM for negotiations. Motion carried.

Motion was made by Supervisor Jesse DeGroot, seconded by Councilman Swartz to leave executive session at 7:45 PM. Motion carried.

Motion was made by Supervisor Jesse DeGroot, seconded by Councilman Rohde to adjourn at 7:45 PM. Motion carried.

Respectfully submitted by,

Beth Anne Rippel
Town Clerk