

**Town of Chatham**  
**TOWN BOARD MEETING**  
**July 6, 2017**  
**6:00 PM**

**PRESENT:** Supervisor Maria Lull Councilman Bob Balcom, Councilwoman Landra Haber, Councilman John Wapner, Councilman Henry Swartz, Town Justices Mike Rosen and James Borgia-Forster

**Others:** community members

The meeting was called to order at 6:00 PM by Supervisor Lull and Councilwoman Haber led the pledge to the flag.

Supervisor Lull called the judges to the table to discuss the new lease between the Village and the Town of Chatham for Court offices and court room at Tracy Memorial Building.

Borgia-Forster began by saying that the Town needs to work with the Village on keeping the Town Court at the Tracy. We've talked about all the options and remaining at the Tracy is the best one. The State passed legislation which would bring defendants to a central location for arraignments. If there was no city court defendants would be transported outside of the Town of Chatham to county court for arraignment. This plan is not ideal; it will cause additional difficulties for the defendants. This proposed change may not come to fruition for another five to ten years but it could possibly eliminate the need for local courts all together. If that's to be the case then spending money on an addition to the Town Hall to accommodate the court would not be a prudent way to spend taxpayer's money. Mike Rosen stated that local judges are not in favor centralized arraignments.

Lull thanked both judges for coming.

Daniel Horst, Town Assessor presented the Board with a detailed description on what an assessor does. An Assessor is required to be NYS certified and assess at an equitable percentage. They track sales, presales, inventory changes, exemptions, grievances, deal with the BAR, SCAR and NYS Supreme Court, handle all communications, track sales statistics and much more. Full report on file. Balcom asked what it would cost to do a reval.. and get everything up to 100%. Haber asked when the last reval. was done. Horst stated that a partial was done a number of years ago and incremental increases are easier on everyone. Swartz stated that we were lucky to have Horst instead of having to deal with the County.

Councilman Balcom presented the Full Environmental Assessment Form, Part 1 for the Source Water Protection Plan which will become part of the Comprehensive Plan.

## **PUBLIC HEARING**

- To hear public comment on the Town of Chatham Source Water Protection Plan formally becoming a part of the Town of Chatham’s Comprehensive Plan.

Supervisor Lull opened the Public Hearing at 6:55.

Balcom stated that the Town of Chatham Source Water Protection Plan will become part of the Comprehensive Plan by addendum. The Plan was not going to cause any problems therefore a negative declaration was issued.

There was no more comment and the Public Hearing was closed at 6:56

## **ANNOUNCEMENT FROM THE GOVERNOR’S OFFICE**

- Mike Morse of the Governor’s Office informed the Town today that this year State Route 295 will be repaved from Chatham Village to the east side of the Town of Canaan a total of 22 miles.

## **PUBLIC COMMENT STATEMENT**

The Chatham Town Board appreciates information received from the public during the Public Comment portion of each meeting, which often is very helpful in the governance of the Town. It is, however, not intended to be a debate with the public or a question and answer period. Issues raised during the public comment may be addressed by the Board during its regular meeting or by the Supervisor between meetings as necessary. As a courtesy to the other members of the public, there is a 5 minute per person limitation on oral comments for each public comment period. The public is also encouraged to provide the Board with written comments or materials when the subject matter cannot be presented in this time frame. Of course, while the Board discourages any remarks which may be considered defamatory or stigmatizing, it will not restrict the content of the public comment.

## **PUBLIC COMMENT**

None

## **OLD BUSINESS**

- Discuss Columbia County Planning Board review of Local Law No. 3-2017 to permit electric vehicle charging stations as an accessory use in all zoning districts.
- Amending the Town 2009 Comprehensive Plan to include the Chatham Source Water Protection Plan

- Agreement between Town of Chatham & Bodhi Holistic, LLC

## **NEW BUSINESS**

- Request by Justice James Borgia Foster to attend the NYS Magistrate Conference October 15 to October 18, 2017.
- Assessor Daniel Horst Report.
- Cyber Attack Insurance  
Supervisor Lull has 2 quotes and the recommendation is to take 1 million dollars in coverage.. Lull asked the Board if they wish to take out the insurance now or budget for it in 2018. The Board will budget for the expense in 2018.
- Salaries summer employees.
- Request by Ruth Abram of Behold New Lebanon to participate in Behold program. After some discussion the Board decided not to take any action now.

## **RESOLUTIONS**

RES. #120-17 to approve Town Justice attend NYS Magistrate Conference.

**WHEREAS**, the Chatham Town Board has appropriated in the 2017 Town Budget for justices to attend conferences as an important opportunity for the Court to learn about new developments in the State of New York which affect the Town, and **WHEREAS**, Justice James Borgia Foster has requested in his letter of June 20, 2017 to attend the New York State Magistrates 2017 Annual Conference from October 15 to 18, 2017, and **WHEREAS**, the State of New York will pay for all transportation to and from the conference and the first night's lodging with the Town responsible for two (2) nights lodging plus the registration fee totaling approximately \$550.00, and

**NOW THEREFORE**, be it resolved that the Town Board approves Justice James Borgia Foster's request to attend the NYS Magistrates Association 2017 Annual Conference October 15 to 18, 2017 at a cost of approximately \$550.00 appropriated in the Town Courts 2017 Budget. Offered by Councilwoman Haber. Seconded Councilman Swartz.

VOTE

Aye: Lull, Balcom, Haber, Wapner, Swartz Nay: None Resolution adopted

RES. # 121-17 to make the Town of Chatham Town Board Lead Agency and Identification of Type 1 Action for the Adoption of the Town Comprehensive Plan Amendment. Offered by Councilman Wapner. Seconded by Councilman Balcom. Swartz pointed out there are several typos which need to be corrected.

VOTE

Aye: Lull, Balcom, Haber, Wapner, Swartz Nay: None Resolution adopted

RES. #122-17 to make a Negative Declaration on the adding in total the Town of Chatham Source Water Protection Plan to the Comprehensive Plan which will not

have any significant adverse environmental impacts & that the environmental impact statement will not be required. Offered by . Seconded by VOTE

Aye:                                        Nay:

RES. #123-17 to approve the leasing of the Justice Court Offices and Town Court space from the Village of Chatham.

**WHEREAS**, the Town of Chatham has been leasing from the Village of Chatham, the second floor of the Tracy Memorial Building, located at 77 Main Street, Chatham, New York for town justice and clerk offices and Town Court, and **WHEREAS**, the Village of Chatham has provided a new lease for the approximate 2200 square feet of floor space on the second floor of the Tracy Memorial Building at a monthly rent of \$1,650.00, and **WHEREAS**, the Town of Chatham and the Village of Chatham wish to enter into a lease agreement for said Town Court and office space for a \_\_\_\_year period, and **NOW THEREFORE**, be it resolved that the Town Board approves the Village of Chatham lease for a period of   years at the monthly rate of \$1,650.00 payable as of August 1, 2017. Lull wants to hold on this.

RES. # 124-17 to meet NYS Minimum Wage Mandate for seasonal recreation positions.

**WHEREAS**, the increase to NYS Minimum Wage for NYS Workers is \$9.70 per hour effective December 31, 2016 has resulted in the need to revise salary rates adopted in the 2017 Town of Chatham Budget for Recreation seasonal positions; and

**WHEREAS**, the 2017 salaries for the Recreation Counselors, Supervising Counselors, Head Counselor, and Waterfront Director need to be revised; and

**THEREFORE BE IT RESOLVED**, the Chatham Town Board authorizes the increase to the following Recreation seasonal positions as follows:

<i>POSITION</i>	<i>#</i>	<i>2017 BUDGET</i>	<i>REVISED SALARY</i>
	1		
<i>Recreation Counselors in Training</i>	3	\$ 9.00	\$ 9.70
<i>Recreation Counselors</i>	3	\$ 9.00	\$ 9.80
<i>Supervising Counselors</i>	3	\$ 9.50	\$ 9.90
<i>Head Counselor</i>	1	\$ 9.75	\$ 10.00
<i>Junior Lifeguard</i>	2	\$ 9.00	\$ 9.70
<i>Lifeguard</i>	2	\$ 9.50	\$ 9.80
<i>Supervising Lifeguard</i>	1	\$ 10.00	\$ 10.00
<i>Head Lifeguard</i>	1	\$ 11.50	\$ 11.50
<i>Waterfront Director</i>	1	\$ 12.50	\$ 13.00

Motion made by Councilman Swartz. Seconded by Councilwoman Haber.

**Discussion**

Tammy Shaw and West reviewed the salaries with an increase and without. With minimum wage and nothing additional the Recreation budget would be \$492.80 over budget for 2017. A 10 cent increase and the increase in minimum wage would mean that there would be delineation between positions.

Haber stated that we have employees with different levels of responsibility making the same amount of money. Swartz is in favor of the .10 cent increase in addition to the mandated minimum wage increase. West is concerned about losing employees if they're all making the same hourly wage.

**VOTE**

Aye: Lull, Balcom, Haber, Wapner, Swartz Nay: None Resolution adopted

RES. #125-17 Agreement between Town of Chatham & Bodhi Holistic, LLC for Stand up Paddle Board Yoga class at Crellin Park Pond. Agreement attached.

Offered by Councilman Swartz. Seconded by Councilman Wapner.

**VOTE**

Aye: Lull, Balcom, Haber, Wapner, Swartz Nay: None Resolution adopted

On a motion by Councilwoman Haber and seconded by Councilman Balcom it was agreed that the Town Board not accept the recommendations sent down from the Columbia County Planning Board on Local Law #3-17 (EVCS). Motion carried.

**PUBLIC COMMENT**

None

**MOTION TO CLOSE MEETING**

On a motion by Councilman Balcom and a second by Councilwoman Haber the meeting adjourned at 7:55PM. Motion carried.

Respectfully submitted by,

Beth Anne Rippel, RMC  
Town Clerk/Tax Collector

AGREEMENT BY AND BETWEEN  
THE TOWN OF CHATHAM,  
AND  
BODHI HOLISTIC, LLC

WHEREAS, the Town of Chatham (hereinafter the "Town") is the owner of the real property located in the Town of Chatham, known as Crellin Park, (hereinafter "Premises"); and

WHEREAS, Bodhi Holistic, LLC ("BH") wishes to operate a Stand Up Paddle Board Yoga class on the waterway at the Premises; and

WHEREAS, the parties wish to acknowledge and set forth their respective rights and obligations in regard to this use;

IT IS HEREBY AGREED AS FOLLOWS:

**1. Premises**

The Town hereby gives and grants to the BH, a lease with a term of 5 years starting in 2017 to use the area at Crellin Park identified in Exhibit A for the purpose of using the pond at the Premises on Saturday from 9am to 10:30am weather permitting starting in May of each year and ending on October 30 of each year.

**2. Use**

BH shall have unimpeded use of the pond for the purpose of providing Stand up Paddle Boarding instruction/participation. Classes shall be capped at 15 students/participants per class. Each class shall have one instructor and one assistant. The minimum age for any participant shall be 18 years, unless accompanied by a parent

BH's use of the Premises shall not interfere with the Town's programs occurring within Crellin Park.

BH agrees that it will not use the Premises for any other use other than that specifically set forth in this agreement and that it will not build or erect any permanent structure on the Premises.

**3. Commencement Date and Term**

The initial term of this Agreement shall be Five (5) years, beginning as soon as this Agreement is executed and terminating in Five (5) years unless further extended or sooner terminated.

**4. Hours of Use**

BH may operate its programs during the spring/summer and fall seasons and shall provide the Town Recreation Director with advance notice of the times and dates and uses that will be made of the Premises.

**5. Non- Exclusive Use**

The Town reserves the right to use all other areas of Crellin Park without interference from BHS.

**6. Rent and other consideration**

The rent for each year shall be 10% of the proceeds from each class, to be paid within 5 days after payment is received by BH.

**7. Notices**

Any notice must be in writing and personally served upon or mailed certified mail to the BH at the following address: 543 warren Street Hudson, New York 12534 and to the Town of Chatham at Town Hall, 488 State Route 295, Chatham, New York 12037. Each party must send the other written notice if a change of address stated above occurs.

**8. Liability**

a. Town is not liable for loss, expense or damage to any person or property unless it is due to the Town's intentional acts or the gross negligence of the Town. BH will hold the Town harmless and indemnify it, and its employees from any and all claims arising from this Agreement including negligence or intentional acts of BH or any person using the Premises under its control or permission, including reasonable attorney's fees and any injuries or costs resulting from the operation or use of the Premises.

b. BH shall maintain liability insurance in an amount not less than \$1,000,000 naming Town as an additional insured, and shall also maintain insurance on its personal property. BHS shall provide the Town with proof that the insurance required herein is in full force and effect and that the premiums are paid in full.

c. BH shall provide that participants shall be informed of the inherent dangers of the practice of Stand Up Paddle Boarding and provide the Town with a direct hold harmless agreement in the form identified in Exhibit A which assumes the risks inherent in said activity and holds the Town harmless for any claims against in related thereto.

**9. Assignment**

BH may not assign this Agreement.

**10. Compliance with All Codes and Regulations**

a. The Town will deliver possession of the Premises on the commencement date hereof in compliance with all applicable governmental codes, ordinances and regulations.

b. In addition, the security of the Premises cannot be compromised as a result of this Agreement. BH must comply with all codes and regulations enforced by the Town to ensure the safety of the Premises.

**11. Defaults and Remedies**

a. BH shall be in default therein if it shall fail to perform any term of this Agreement or if it shall fail to remedy same within thirty (30) days following written notice thereof. In the event said breach is not capable of remedy within said thirty (30) days, said cure period shall be reasonably extended, provided that LGL is diligently undertaking to correct such breach. The Town may terminate this Lease under the initial or subsequent term upon additional 15 days written notice to BH that it has failed to cure said default within a reasonable amount of time to be provided. BH shall, under these conditions, vacate the premises and restore the premises upon 30 days after the cure period had expired.

**12. Waiver of Jury**

The parties waive trial by a jury in any action between the parties.

**13. No Waiver**

The failure to enforce any term of this Agreement shall not prevent either party from enforcing such term or other terms at a later time.

**14. Representations; Changes in Lease**

The parties have read this Agreement and are authorized to execute it on behalf of. All promises made by the parties are in this Agreement and there are no others. This Agreement may be changed only by an agreement in writing signed by and delivered to each party.

**15. Enforceability**

The parties specifically acknowledge that the Agreement shall be void and unenforceable if entered into in violation of the conflicts of interest provisions of Section 801 of the General Municipal Law.

**16. Validity**

If any part of this Agreement is invalid, the remainder of the Agreement will be unaffected.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the 6 day of July, 2017

**Town of Chatham**

**Bohdi Holistic, LLC**

\_\_\_\_\_  
**By: Supervisor Maria Lull**

\_\_\_\_\_  
**By: Thomas Macchiaroli**

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**By: Melinda Macchiaroli**