

REGULAR MEETING – ATHENS TOWN BOARD – NOVEMBER 9, 2017

The regular meeting of the Athens Town Board was called to order on November 9, 2017, at 7:00 p.m. with the Pledge of Allegiance led by Supervisor Robert F. Butler, Jr.

The following people were present: Supervisor Robert F. Butler, Jr.; Councilwoman Mary H. Brandow; Councilman Michael Ragaini; Councilman Anthony Paluch; Councilman Richard M. Surrano, Jr. and Town Clerk Linda M. Stacey. (Highway Superintendent John J. Farrell was absent.)

These people were also present: Attorney Virginia Benedict; Bookkeeper/Budget Officer Michael Strenka; Barbara Trembacz; Theresa Cardinale; Fran McCusker; Luis Silva; Jonathan Rocchie; Michael Campbell; Senior Court Clerk Marcia Puorro; Court Clerk Vee Carl; Judge Constance Pazin and Madelyn Brandow.

The following bills were audited by the Board and ordered paid:

Capital Projects H, Abstract #20, vouchers#518 through #521 inclusive for \$71,705.81.

General Abstract #20, vouchers #522 through #545 inclusive for \$23,370.50.

Highway Abstract #20, vouchers #199 through #215 inclusive for \$30,514.98.

The First order of business was the continuation of the public hearing on proposed Local Law No. 3 of 2017 amending section 55 of article IV of Chapter 180 of the Code of the Town of Athens to revise the site plan review process.

As there were no questions or discussions Councilman Michael Ragaini made a motion seconded by Councilwoman Mary Brandow to close the public hearing. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

Public Hearing No. 2's Notice of the Preliminary Budget for 2018 was read by Supervisor Butler as it appeared in the Official Newspaper: There were no questions. The public hearing was held open until November 20, 2017.

Mr. Strenka handed out the Supervisor's Report and Fund Balance Sheets to Board Members. He spoke about dropping the unreserved balances. The Capital reserve was held aside for appliances for the new building.

Mr. Strenka went over the Supervisor's Report.

Councilman Richard M. Surrano, Jr. made a motion seconded by Councilwoman Mary H. Brandow to accept the Supervisor's Report as presented. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

On the motion of Councilman Richard M. Surrano, Jr. seconded by Councilwoman Mary H. Brandow the following RESOLUTION #2017-49 authorizing the Bookkeeper/ Budget Officer to make the following budget transfers were adopted:

FROM	TO	AMOUNT
A9060.8 Health Insurance	A1010.4 Town Bd. Pers.	\$1800
A9060.8 Health Insurance	A 1010.4 Town Bd. Acct	2000
A9060.8 Health Insurance	A1010.4 Town Bd. Books	1400
A 9060.8 Health Insurance	A 1010.4 Town Bd. Lease	400
A9060.8 Health Insurance	A 1010.8 Town Bd. Postage	800
A9060.8 Health Insurance	A 1110.4 Justice cable	100
A 9060.8 Health Insurance	A 1220.4 Supervisor Pers.	1000
A 9060.8 Health Insurance	A 1220.4 Supervisor Mile. Reimb.	700
A 9060.8 Health Insurance	A1220.4 Supervisor Service Con.	500
A 9060.8 Health Insurance	A 1330.4 Tax Collector Serv. Cont.	400
A9060.8 Health Insurance	A1410.4 Town Clerk Software	50
A9060.8 Health Insurance	A 1410.4 Town Clerk Dues	20

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Budget Transfers continued:

FROM	TO	AMOUNT
A 9060.8 Health Insurance	A 1410.4 Town Clerk cable	60
A 9060.8 Health Insurance	A 1410.4 Town Clerk Off. Sup.	100
A 9060.8 Health Insurance	A 5010.4 Highway Supt Cable	80
A 9060.8 Health Insurance	A 5010.4 Highway Supt med. Sup.	500
A 9060.8 Health Insurance	A 5132.4 Highway Garage Cont.	800
A 9060.8 Health Insurance	A 8810.4 Cemeteries Cont.	1000
A 9060.8 Health Insurance	A9060.8 Medicare Reimb.	1000
B3620.1 Code Enforce. Pers.	B3620.4 Code Enforce. Seminars	600
B3620.1 Code Enforce. Pers.	B 8020.4 Planning Attorney	2200
DA 5142.4 Highway Sand	DA 5142.4 Highway salt	8000
DA 5130.4 Highway Parts	DA 5130.4 Highway Equip. Repairs	700
DA 5142.4 Highway Sand	DA 5130.4 Highway Radio Contract	500
DB 1990.4 Contingency	DB 5110.1 Highway Pers.	2000
DB 5110.4 Diesel Gold	DB 5110.1 Highway Pers.	1100
DB 5110.4 Diesel Gold	DB 5110.4 Culvert repairs	1200

The above resolution was adopted as follows: Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

Board members and Attorney Benedict reviewed the Columbia Greene Humane Society’s Agreement between the Town of Athens and themselves. There were no changes in the agreement from last year. Everything remained the same.

Councilman Richard M. Surrano, Jr. made a motion seconded by Councilwoman Mary H. Brandow authorizing the Supervisor to sign the Agreement between Columbia-Greene Humane Society/ SPCA and the Town of Athens for 2018. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

Councilman Anthony Paluch made a motion seconded by Councilman Richard M. Surrano, Jr. to approve the minutes of 10/16/2017 as read. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

Councilman Richard M. Surrano, Jr. made a motion seconded by Councilman Michael Ragaini to approve and accept the Town Clerk’s Report as presented. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

On the motion of Councilman Richard M. Surrano, Jr. seconded by Councilman Michael Ragaini the following **RESOLUTION # 2017-50** to accept and adopt the following Intermunicipal Agreement RE: Providing Cooperative Highway Services was adopted:

THIS AGREEMENT, made and entered into on Nov. 9, 2017, between the Town of Athens, a municipal subdivision of the State of New York situate in Greene County, New York (Post Office Address: c/o Town Clerk, 2 First Street, Athens, NY 12015) (“Town1”) and the Village of Athens, a municipal subdivision of the State of New York situate in Greene County, New York (Post Office Address: c/o Village Clerk, 2 First Street Athens, NY 12015) (“Village 2”).

WITNESSETH:

WHEREAS, both parties currently own and maintain various public improvements including but not limited to streets, roadways, sidewalks and municipal utilities and facilities within their respective municipalities, and

WHEREAS, each party has certain available manpower, machinery and equipment to provide construction, maintenance and repair of same but from time to time requires additional manpower, machinery and equipment for such services, and

WHEREAS, the parties are desirous of contracting with each other for the purpose of general highway department activities and the attendant savings achieved thereby.

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NOW, THEREFORE, IT IS HEREBY AGREED, by Town 1 and Village 2 as follows:

1. Town 1 authorizes its Highway Superintendent (“Superintendent”) to exchange resources including equipment, facilities, and personnel (“cooperative services”) subject to the conditions herein.
2. Village 2 authorizes its Department of Public Works (“DPW”) to exchange resources including equipment, facilities, and personnel (“cooperative services”) subject to the conditions herein.
3. The exchange of cooperative services is strictly voluntary and should not in any way hamper or delay the work within the provider municipality.
4. The municipality providing cooperative services shall:
 - a. Be responsible for injury to any of its employees if it is a workers’ compensation injury pursuant to Workers’ Compensation Law section 2(7)
 - b. Pay its personnel as it would if the work were performed for the provider municipality.
 - c. Be liable for negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the performance of their duties for the provider municipality.
 - d. Be responsible for all repairs to its equipment except those caused by the negligence of the receiver (borrower) of equipment. If participants cannot agree on responsibility for payment, the matter shall be subject to review by arbitration as provided in 7 below.
 - e. Keep records of the days and hours (as appropriate) that cooperative services were used and provide copies of this documentation to the receiver for verification.
5. The Receiver municipality shall:
 - a. Be responsible for coordinating the safe and efficient use of borrowed equipment and personnel and be responsible for releasing this equipment as soon as it is not needed.
 - b. Reciprocate to the provider municipality relating to the cooperative services when requested to do so.
 - c. Release any equipment in the event the provider requires the use of the equipment.
6. The term of this agreement shall be from year to year and shall be automatically extended each year unless either party notifies the other on or before December 1 prior to that year said municipality wishes to withdraw from the agreement in the ensuing calendar year.
7. Both parties de 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 aggregate.
8. 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 hereto, and the third by the two arbitrators 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.
9. 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 provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.
10. 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.
11. The Supervisor has executed this agreement pursuant to a resolution adopted by the Board of the Town of Athens, at a meeting thereof held on November 9, 2017. Robert F. Butler, Jr., Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Athens.
12. The Mayor has executed this agreement pursuant to a resolution adopted by the Board of the Village of Athens, at a meeting thereof held on _____. Peter Alberti, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least on copy shall be permanently filed , after execution thereof, in the office of the Village Clerk, Village of Athens.

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13. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may be designated in writing by either party hereto:

To Town1: Linda Stacey, Town Clerk, Town of Athens, 2 First Street, Athens, NY 12015

To Village 2: Mary Jo Wynne, Village Clerk, Village of Athens, 2 First Street, Athens, NY 12015

14. No waiver of any breach of any condition of this 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

15. This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

16. This agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Athens has caused its corporate seal to be affixed hereto and these presents to be signed by Robert F. Butler, Jr., its Supervisor, and John Joseph Farrell, Highway Superintendent, duly authorized to do so, and to be attested to by Linda Stacey, Town Clerk, and the Village of Athens has caused its corporate seal to be affixed hereto and there presents to be signed by Peter Alberti, its Mayor, and the Village of Athens has caused its corporate seal to be affixed hereto, duly authorized to do so, and to be attested to by Mary Jo Wynne, Village Clerk.

This resolution was adopted as follows: Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano)
Noes-0 Absent-0 Abstentions-0

Board Members received Planning Board minutes from July 27, 2017, for review.

Supervisor Robert F. Butler, Jr. read the following statement and requested that it be added to the minutes in its entirety.

GEORGE HOLSOPPLE TIMELINE:

I personally met with George on 1-18-17 to discuss his upcoming surgery scheduled for 1-31-17. We discussed how long his doctor expected him to be out and his desire to return to work after he had made a full recovery. George thought he could make it back by the 8 week mark however we decided to err on the side of caution and planned on 12 weeks to be safe. After talking with Mike Strenka we determined his 12 weeks would end on 4-21-17 based his last day of work.

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Mandatory Use of Accrued Sick Leave Credits – For a leave of absence due to the employee’s own serious health condition, excluding Workers’ Compensation or NYS Disability, the employee must first use all sick leave credits. Such paid sick leave will be counted as part of the maximum twelve weeks of leave.

Mandatory Use of Accrued Vacation or Personal Leave Credits- For a leave of absence due to any qualifying event, excluding Workers’ Compensation or NYS Disability, an employee must first use all vacation and personal leave credits. Such paid leave will be counted as part of the maximum twelve weeks of leave.

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Unpaid Leave of Absence

Eligibility – An employee may receive an unpaid leave of absence for events not covered by the Town’s Family and Medical Leave Policy. The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

Conditions of Leave- The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the leave as the Town Board, in its discretion, deems appropriate.

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The week of his surgery Linda Holsopple contacted Mike Strenka 2 times in regards to signing up and being able to collect disability. I had discussions with Mike, Town Attorney and our insurance provider, it was determined he was not eligible for this under the Town. His surgery was a result of a back injury sustained at his previous employer and still has an open workers comp claim for this injury, thus eliminating this liability from the Town.

The first day I talked to George after the surgery was 4-17-17 when he called me as a result of a letter mailed to him on 4-11-17 stating his twelve weeks of leave were coming to an end. I spoke to George for 20-30 minutes about his recovery at which time he said that he had not even started physical therapy and the doctor anticipated it beginning within a week or 2. At our meeting that evening we decided to give George an additional 4 weeks to allow therapy to begin. A motion was made to extend Georges leave until 5-22-17. Although this was at 5 weeks it happened to be when his next doctor's appointment would be. Our next Board meeting was scheduled for 6-4-17 at which time we could discuss hi status.

At the 5-1-17 meeting Mary Brandow spoke for George and wanted to let the Board know his appointment had been changed to 5-26-17. I asked Mary to have George send a letter to the Board prior to our 5-15-17 meeting stating his appointment had been moved. A letter was faxed to my attention at 2:04 pm on 5-15-17 stating: "Dear Robert Butler, this is to inform the board that my Doctors appointment has been changed for 5-26-17. As soon as I get the results I get them to you"

On 5-31-17 George was sent a certified letter (receipt received 6-2-17) from Mike Strenka which included a Physical Capability Return to Work Status Form that needed to be filled out by his Doctor.

Received a fax on 6-5-17 at 1:47 pm from George stating "I faxed the paperwork to the doctor office I called and the secretary is not in every day she will fax it when she gets it done. The Doctor told me I was still disabled and needed four to six weeks of P.T. I am taking this in Catskill starting on June seventh. I JUST HAVE TO WAITE NOTHING I CAN DO AT THIS TIME"

No further contact with the Board since the fax on 6-5-17. At the 7-5-17 meeting a motion to appoint Albert Gasparini as the new acting Code Enforcement Officer and a second motion to relieve George of his current position as Town Code Enforcer.

George was out for 161 days or 23 weeks. (No contact from George unless he was contacted by the Town!)

Our handbook clearly says 12 weeks, he was given 23, and I recommend the handbook now be adjusted to 23 weeks.

Discussion followed on Dollar General.

A property owner enquired about getting his road fixed, and getting electric and water to this property. (It is located between Quarry Road and Rolling Hills Road (a private Road). Discussion followed.

Patrick Doyle of Clean Energy (solar) introduced himself to the Board. He is looking to put solar out near Flint Mine Road in Cocksackie and overlap into the Town of Athens.

Supervisor Butler informed him that the area in question was zoned for agriculture.

As there was no further business to come before the meeting, a motion to adjourn was made by Councilman Richard M. Surrano, Jr. seconded by Councilman Michael Ragaini. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Surrano) Noes-0 Absent-0 Abstentions-0

Meeting adjourned at: 8:10 p.m.

