

ATHENS TOWN BOARD – REGULAR MEETING – April 5, 2021

A regular meeting of the Athens Town Board was held via Zoom on Monday April 5, 2021, at 7:00 p.m. with Supervisor Robert F. Butler, Jr. presiding.

The following people attended: Supervisor Butler; Councilmembers Mary H. Brandow; Michael Ragaini; Anthony Paluch; Shannon Spinner; Highway Superintendent John J. Farrell and Town Clerk Linda M. Stacey.

These people were also in attendance: Bookkeeper Don Pierro and Robert Brunner.

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

General Abstract #7, vouchers #111 through #139 inclusive for **\$128,957.34**.

Highway Abstract #7, vouchers #47 through #59 inclusive for **\$26,112.25**.

Highway Superintendent John J. Farrell reviewed the 2021 Road Agreement with Board members.

Supervisor Butler asked if there was a weight limit on the quarry, or a date to expire. He said he would look into this.

Highway Superintendent Farrell advised the Board that any CHIPS expenditure would be paid out before the end of the year.

On the motion of Councilmember Anthony Paluch seconded by Councilmember Mary H. Brandow the following **RESOLUTION #2021-23 was adopted as follows:**

AGREEMENT FOR THE EXPENDITURE OF Highway Moneys:

AGREEMENT between the Town Superintendent of the Town of Athens, Greene County, New York and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected in the Town for the repair and improvement of highways, and received from the State for State aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$224,200 shall be set aside to be expended for primary work and general repairs upon 31.17 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. PERMANENT IMPROVEMENTS.
 - (a) Type See attached Sheet

.....
OIL AND STONE PROJECT FOR 2021

Oil & Stone									
Road Name	Length	Width	SY	App Rate	Oil	Gallon	Price	P/G Total Oil	Stone type
Valley Road	11,000'	20'	25,556	.04	CRS2P	10222	2.03	\$20,750.66	1A's
Black Lake Rd	4900'	18'	9,800	.04	CRS2P	3920	2.03	\$7,957.60	1A's
Lake Forest Dr.	1160'	22'	2'836	.04	CRS2P	1134	2.03	\$2,302.02	1A's
High Hill Road	9925'	22'	24,261	.04	CRS2P	9704	2.03	\$19,699.12	1A's
Center Road	1230'	22'	3,007	.04	CRS2P	1203	2.03	\$2,442.09	1A's
Cross Road	2150'	22'	5,256	.04	CRS2P	2102	2.03	\$4,267.06	1A's
							Oil Cost	\$57,418.55	
							Rubber tire roller w/o operator	\$3,000.00	
							800 tons Washed 1A Stone Cost	\$11,440.00	
							Oil and Stone Project for 2021	\$71,858.55	

CHIPS PROJECT

BOX CULVERT SCHOHARIE TURNPIKE

Engineering for Project	\$14,000.00
Pre-engineer box culvert	\$39,000.00
Equipment Rental	\$5,000.00
Backfill	\$12,000.00
Black Top	\$11,500.00
Guardrail	\$9,000.00
Total From NYS CHIPS PROJECT	\$91,000.00

Total Road Work \$162,858.55

The remaining fund in DB 5110.4 will be used for diesel Fuel, equipment repair, EZ pass, gas, tires, signs, drainage, Uniforms, and general repair on the remaining town roads.

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

Highway Superintendent John J. Farrell informed the Board that he felt engineering services was needed for the culvert work to be done on Schoharie Turnpike. He got the proper number of bids and he chose MJ Engineering.

On the motion of Councilmember Anthony Paluch seconded by Councilmember Mary H. Brandow the following **RESOLUTION #2021-24** to **hire an Engineering Firm for Culvert Work on Behalf of the Town Highway Department was adopted** as follows:

WHEREAS, the Town Board of the Town of Athens hereby determines that it is in the public interest and purpose to procure Engineering Services for the Highway Department for certain Culvert work, and

WHEREAS, in order to meet such financial commitments the Town Board has authorized the Superintendent of Highways to seek such Professional Services and the funding is in place within the 2021 Budget which was confirmed by the Budget Officer and,

WHEREAS, the current funds to meet this obligation are duly held at the National Bank of Coxsackie, Athens, New York, and said fund are currently un-restricted funds and available within the Annual Budget as part of the overall reimbursement process from Extreme Weather (CHPS) and/or PAVE NY Funds and,

WHEREAS, the amount for these services will be negotiated by the Superintendent of Highways and reported back to the Town Council at the next available Town Meeting and,

NOW, THEREFORE BE IT

RESOLVED that the Town Board hereby authorizes the hiring of **MJ Engineering** subject to favorable pricing as determined by the Superintendent of Highways and it is further

RESOLVED that the foregoing resolution shall become effective this 5th day of April in the year 2021.

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

Highway Superintendent John J. Farrell reviewed the Truck specs, and equipment with the Board.

On the motion of Councilmember Anthony Paluch seconded by Councilmember Michael Ragaini the following **RESOLUTION #2021-25** authorizing the Highway Superintendent to purchase a Carmody Ford with Henderson Products as follows:

WHEREAS, the Town Board of the Town of Athens hereby determines that it is in the public interest purpose to authorize the Superintendent of Highways to purchase a 2022 Ford F 600 R Cab with Chassis off of NYS Contract #PC68992 (Carmody Ford) in the amount of \$50,477.85 and,

WHEREAS, the Superintendent of Highways is also authorized to purchase a Mark III utility sized single axle Dump body, Spreader, and Plow from Henderson Products in the amount of \$63,178.00.

WHEREAS, in order to meet such equipment needs the Town Board shall authorize the Superintendent of Highways to place an order with Carmody Ford and Henderson Products a total cost not to exceed \$113,655.85 and,

WHEREAS, it is the intention of the Town Board of the Town of Athens to recognize such Equipment needs as funded in the Highway Equipment Reserve and,

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Athens hereby authorizes the purchase of Highway equipment to be paid for out of the Highway Equipment Reserve (\$113,655.85) and that the foregoing resolution shall become effective this 5th day of April in the year 2021.

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

Councilmember Anthony Paluch made a motion seconded by Supervisor Robert F. Butler, Jr. *to approve the minutes of **March 1, 2021** approved as read.* Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0

Councilmember Michael Ragaini made a motion seconded by Councilmember Mary H. Brandow *to approve the minutes of **March 15th, 2021** as read.* Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0

Councilmember Mary H. Brandow made a motion seconded by Councilmember Anthony Paluch *to approve the Town Clerk Report as presented.* Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0

BLS-Town of Catskill Ambulance - Bookkeeper/ Budget Officer Don Pierro and Councilmember Michael Ragaini spoke about making an appointment with the Catskill Town Supervisor regarding past ambulance billing, to be brought up to date.

Councilmember Michael Ragaini made a motion seconded by Supervisor Robert F. Butler, Jr. *to move **Gerald Bunting** from an alternate to a member of the **Planning Board** for a term of five years April 5, 2021 to December 31, 2025.* Ayes-4 (Butler; Brandow; Ragaini) Noes-1 (Paluch) Absent-1 (Spinner) Abstentions-0

Councilmember Michael Ragaini made a motion seconded by Councilmember Mary H. Brandow to appoint Frances McCusker to the Planning Board as a member for a seven (7) year term beginning April 5, 2021 and ending December 31, 2027. Ayes-4 (Brandow; Ragaini; Paluch; Spinner) Noes-1 (Butler) Absent-0 Abstentions-0

Councilmember Anthony Paluch made a motion seconded by Supervisor Robert F. Butler, Jr. to appoint Mitchell Poole to the planning Board for a one year term beginning April 5, 2021 and ending December 31, 2021. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0

Request for Qualifications for Professional Engineering Services for a New Town Hall Project, were reviewed. The companies that responded were MJ Engineering; Ryan Biggs; Delaware & Chazen.

Board members were given a week or so to look these proposals over. They were polled individually as to how they rated the 4 companies.

Supervisor Butler : Ryan Biggs; MJ Eng.; Delaware; Chazen

Councilmember Brandow : MJ Eng.; Delaware; Ryan Biggs; Chazen

Councilmember Ragaini : MJ Eng.; Ryan Biggs; Delaware; Chazen

Councilmember Paluch : MJ Eng.; Delaware; Ryan Biggs; Chazen

Councilmember Spinner : MJ Eng.; Ryan Biggs; Delaware; Chazen

Two or three of the Engineering firms will be asked to come and look the site over and submit their ideas to the Board.

There was a discussion on data collection for the Assessor's office.

Board Members were reminded of the joint Village/Town Cleanup Day which will be held on April 24th behind the Village Fire House next to the new DPW building.

Supervisor Robert F. Butler made a motion seconded by Councilmember Anthony Paluch to go into Executive Session to discuss a legal matter. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0 (8:10 p.m.)

Councilmember Michael Ragaini made a motion seconded by Supervisor Robert F. Butler, Jr. to adjourn the Executive Session and reconvene the regular meeting. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0 (8:15 p.m.)

On the motion of Councilmember Anthony Paluch seconded by Councilmember Michael Ragaini the following **RESOLUTION #2021-26 to authorize the Supervisor to sign the Intermunicipal Agreement was adopted as follows:**

THIS AGREEMENT made and entered into this 5 day of April, 2021, be and between the Coxsackie-Athens Central School District, a municipal corporation, existing by and under the laws of the State of New York, and having its principal place of business located at 24 Sunset Boulevard, Coxsackie, New York, 12051, and the Towns of Coxsackie and Athens, municipalities, existing by and under the laws of the State of New York, and having its principal places of business located at 56 Bailey Street, Coxsackie, New York 12051 and 2 First Street, Athens, New York 12015.

WITNESSETH

WHEREAS, the Coxsackie-Athens Central School District and Towns of Coxsackie and Athens are named respondents in a tax certiorari matter involving The Association of Property Owners of Sleepy Hollow Lake, Inc. property for the 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 fiscal years;

WHEREAS, the Coxsackie-Athens Central School District and Towns of Coxsackie and Athens desire to continue the joint defense the said tax certiorari matter;

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law of New York State specifically authorizes municipal corporations to enter into Intermunicipal cooperative agreements.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

1. That the Coxsackie-Athens Central School District and the Towns of Coxsackie and Athens shall, for purposes of litigation, jointly defend the tax certiorari proceeding involving the Association of Property Owners of Sleepy Hollow Lake, Inc., properties for the aforementioned fiscal years.
2. That the Coxsackie-Athens Central School District and the Towns of Coxsackie and Athens shall agree to hire and employ the law firm of E. Stewart Jones, Hacker and Murphy LLP to defend all parties to this agreement in the said tax certiorari matter.
3. That the Coxsackie-Athens Central School District and the Towns of Coxsackie and Athens shall be entitled to speak with and consult both individually and jointly with E. Stewart Jones, Hacker and Murphy LLP.
4. That the Coxsackie-Athens Central School District and the Towns of Coxsackie and Athens shall share the legal costs equally for the defense of the said tax certiorari matter up to a total cost of \$85,000, a cost to each entity not to exceed \$28,333.00.
5. Each party hereto acknowledges that they have read this Agreement, understands it and, agrees to be bound by its terms, and further acknowledges and agrees that it is the complete and exclusive statement of the agreement and understanding of the parties regarding the subject matter hereof, which supersedes and merges all prior proposals, agreements and understandings, oral and written, relating to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
6. This Agreement shall be governed by and construed in accordance with laws of the State of New York and the parties designate and consent to the venue and forum of the courts of the County of Greene, State of New York.
7. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
8. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of termination.
9. This Agreement may not be assigned by either party.
10. That the Superintendent of the Coxsackie-Athens Central School District has executed this Agreement pursuant to a Resolution adopted by the Board of Education at a meeting thereof held on _____, 2021.
11. That the Supervisor of the Town of Coxsackie has executed this Agreement pursuant to a Resolution adopted by the Town Board at a meeting thereof held on _____, 2021.
12. That the Supervisor of the Town of Athens has executed this Agreement pursuant to a Resolution adopted by the Town Board at a meeting thereof held on April 5, 2021.
13. This Agreement shall be for an initial term of one year: the term commence _____, 2021.

ATHENS TOWN BOARD – REGULAR MEETING – April 5, 2021

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and month and year written above.

Coxsackie-Athens Central School District-

Randall Squire, Superintendent –Date: _____, 2021

Town of Coxsackie-

Richard K. Hanse, Town of Coxsackie Supervisor - Date: _____, 2021

Town of Athens-

Robert F. Butler, Jr., Town of Athens Supervisor Date: April 5, 2021

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

As there was no further business to come before the meeting **a motion to adjourn was made by Councilmember Michael Ragaini** seconded by Councilmember Shannon Spinner. Ayes-5 (Butler; Brandow; Ragaini; Paluch; Spinner) Noes-0 Absent-0 Abstentions-0

Meeting adjourned at 8:17 p.m.