

REGULAR MEETING OF THE TOWN BOARD
TOWN OF GLENVILLE
MARCH 16, 2011
AT THE GLENVILLE MUNICIPAL CENTER
18 GLENRIDGE ROAD, GLENVILLE, NEW YORK

Supervisor Koetzle called the meeting to order at 7:30 PM;

Supervisor Koetzle asked the Town Clerk, Linda C. Neals, to call the roll.

Present: Supervisor Christopher A. Koetzle, Councilmen Alan Boulant, John C. Pytlovany, Sid Ramotar and Councilwoman Gina M. Wierzbowski

Absent: None

Also present were Attorney Michael Cuevas, Director of Operations James MacFarland, Comptroller George Phillips, and Highway Superintendent Tom Coppola.

Supervisor Koetzle – “There are three add on resolutions tonight. One is ratifying a Memorandum of Agreement with the PBA (Police Benevolent Association); the second one is a resolution authorizing me to accept two checks and the third one is extending an easement for NY Development Group for thirty days.”

Town Council Reports:

Councilman Ramotar – “The Scotia-Glenville Senior Citizens Board of Directors had their meeting last week and as of March 11th there were 837 residents compared to 1045 at the same time last year so we are down quite a bit. They are working on new membership. They now have something called the Sunshine Club, which is to help the seniors that might be ill and need some cheering up and looking in on.”

Councilwoman Wierzbowski – “I’ve have spoken with Superintendent Coppola regarding the bulk pick up. We are going to be scheduling it again this spring and as soon as we have a date we’ll put it on our website and place it in the newspaper.”

Councilman Boulant – “The Target project is right on track. Everything seems to be going quite well. October of 2012 is still the target date for that to open.

Over the last two weeks I’ve met with various developers and real-estate agents about Glenville and the corridors, the need for family style restaurants and some new businesses. I am starting to get a lot of positive feed-back so I think over the next six months we will start seeing some positive activity.

Yesterday in the Gazette there was an editorial done by the Gazette. I am sure there is going to be a lot of fall-out from that so I am just going to make my point quick. I think it was totally unacceptable. It was ill informed, it was negligent and it was quite ignorant to put the statements in there that were put in there, Mr. Supervisor. It was an attack towards you but if it is an attack towards you then it is an attack toward all of us and the intelligence of all of our residents. I think we will be dealing with whether the Gazette is in our best interest as the Town newspaper going forward.”

Councilman Pytlovany – “On March 9th I attended the Town of Glenville’s Public Safety meeting and on March 10th I attended the Town of Glenville’s Traffic Safety meeting also.

The Glenville Town Court has been awarded a grant under the 2010 cycle of the Justice Court Assistance Program. This grant is for a facelift of the existing bench in the court room, new chairs for the Judges and the Town Board members, a new copier and retractable belt stanchions to separate the area in the court lobby during the court times. I would like to thank the two court clerk’s Joelle Ventrice and Gretchen Braun who applied for this grant and through them we were able to get it.

I would like to say that I also agree with Councilman Boulant on the Gazette article.”

Privilege of the floor:

Scott Stevens, Dimension Fabricators, explained that he purchased Super Steel one year ago and during the investigation phase it was determined that a piece of highway on this property was abandoned by the Town, he thinks there is paperwork that was started back in 1996 but just didn't get completed. There is a piece of highway that he understood was his and the attorneys have done a fair amount of homework and determined that it is almost his but not until the paperwork is completed and that is the purpose of this discussion. He thinks this was all started about 15 years ago however the public hearing was never held.

Supervisor Koetzle – “Tonight we will take up the notice of public hearing for April 6th and from there we will be able to act.”

No one else wished to exercise the privilege of the floor.

Supervisor's Comments:

Supervisor Koetzle shared the following information:

We had a bad month in February for mortgage tax, probably the worse that I have seen. Every month has been a little bit lower, we are probably close to running on budget right now but if this downward trend continues we will not hit the budget. We had this problem last year and we did reach it at the end. I am a little nervous about it this year but we will just keep watching it that is a revenue source that we will keep looking at.

It seems that an agreement has been reached with the Police Benevolent Association (PBA) contract. Neither party is totally thrilled about it but the result of the agreement means that it's as fair as it really could be. There was a compromise this year made on both sides and I appreciate that on behalf of the PBA for the compromises they did make.

I am concerned about the implications about a possible property tax cap, without health insurance or pension relief from the State. I am also concerned about the process that does not allow for more incremental changes but the Town understands there are laws that dictate what can and cannot be done in negotiations. I think we did as much as we could in negotiations to get as much as we could get. We have a truly fine police force, there is no question in my mind, and I have never had any issue with that. They perform to the level that our citizens expect. I appreciate the work that they do. I want to thank the team that really made a lot of this happen, first and foremost our Counsel, Mike you have been worth your weight in gold, even though gold dropped the other day; Jamie I appreciate all of the work that you have done; Chief Ranalli you have been tremendous for us and Mike Lamb I appreciate all of his leadership in this.

This will be a challenging year with the mortgage tax down, the contract settlement is going to cost us some money but Comptroller Phillips has provided some preliminary 2010 numbers for us to look at and we will have a chance to look at those and get a sense as to where we are and where we closed out 2010.

The Time Warner contract has gotten some media from the Gazette editorial, which I couldn't agree more was as ill-informed as I have ever seen an editorial.

They got a lot of things wrong, I don't even know where to start but the first and foremost thing is that I'm not and I know you guys aren't, looking for us to extract more money out of Time Warner for the sake of the Town. That's not what this issue is about. I am embarrassed that this is our home town paper at this point.

What had happened is the federal law allows for Time Warner to pass through the 5% they owe our Town for franchise fees. We get the 5%; the federal law

allows them to pass it through. We had a contract in this Town with Time Warner that said you are only going to allow for 2% of that to go through to our residents. Time Warner is going to have to pick up the other 3%. Nothing in federal law precludes our ability, as a municipality, to reach an agreement somewhere less than 5%. We had that agreement; Time Warner did not honor that agreement. The facts in this are fairly clear. We are talking about close to over a million dollars we believe that Time Warner has overcharged our residents. The Gazette, in this March 15th editorial, says it's not worth it, a million dollars isn't worth it. We shouldn't be fighting for them, we should tell our residents who came to us and complained about it, it's not our problem we got our money. Now that is not what our job is about. The Gazette maybe good at walking away from problems if they want but that is not what it's about for us. Time Warner, we believe, owes our residents over a million dollars and if I am combative, I will be combative for that and for our residents. The Gazette needs, Mr. Goot if you can carry this back to your editors, to print a retraction because the whole editorial was based on a false, completely false facts. That's where we are with Time Warner. It is worth it; it is worth holding up the new agreement until we can get this settled. I don't know who would believe we should walk away from this.

The Strategic Plan for 2011 will be presented on Wednesday March 30th at 7:00 pm here at Town Hall. It will be on our website after its presentation. I ask all of you to attend this.

Councilman Pytlovany, maybe under new business we could talk a little bit more about the meeting between the Town and the Village on police consolidation and where we are with that. We had a meeting with the Mayor Kris Kastberg, Councilman John Pytlovany was there, Police Chiefs Mike Ranalli and Tom Rush, Trustee Tom Neals, Jamie MacFarland, Mike Cuevas and we talked about possible consolidation. We decided that it was in the best interest to get the Town and the Village Boards together on the 29th at 7:00 pm at the Village Hall to discuss the proposal that Chief Ranalli has worked hard on.

The 2011 spring newsletter will be distributed through a new media called "Your Home Town" monthly publication covering Scotia, Glenville, and Burnt Hills. They will be distributing the newsletter for us, we will save money. If you have any information that you would like in this please give it to Jamie or Emalie or myself as we start to compile that newsletter.

The Alplaus Homeowners Association will hold their meeting on March 24th at 7:00 p.m. at the Alplaus Fire Hall. They are looking forward to having us all there in attendance.

I want to thank George Phillips and Mike Cuevas for their work on...it was one of these combative moments we had with American Tower. It was noticed that American Tower has not been paying all of their licensing fees for the tower that is located in our town. This has been going on since 1998. George and Mike have uncovered this and went to work and confronted American Tower and they have paid us \$17,000 that was due to the town. It was not collected under the previous administrations. Unfortunately we could only go back to 2004 due to statute of limitations so there is another \$12,000 back to 1998 that is just lost revenue for the town.

I want to close on a personal note because I think I owe it to the Town, our residents and the Board to talk briefly about that editorial. It was so off base and personal in nature.

They called me combative and I accept that, I don't have a problem with that; it isn't about me and the Gazette we will deal with that on our own terms.

I take my responsibility to this Town very seriously and I know all of you do too. We are not just here to collect a few extra dollars, we are not here because we have nothing better to do in the evenings or all of the hours we put into it; we are here to work on behalf of our residents. I don't go looking to pick fights, I truly don't but if a fight comes to our door I'm going to take it up for our residents because we owe it to them. When I

went to them during this last campaign and asked them for the honor of serving them as their supervisor I said two things, I made the promise and I think you guys were there, I said two things I will always do for you; I will work hard every single day on your behalf and I will never do anything to embarrass you. I think I have lived up to my part of the bargain so far. The Gazette's editorial was embarrassing not just to me but embarrassing to this Town; **that insulted our residents** anyone that read that, it was insulting and embarrassing to our Town. I think that they have a political motive, that is something separate, but I will ask the people of the Town, I will submit to their judgment, that's the only one I care about. If, for example the UCC (Unified Communication Center) that the Gazette dragged up again, if the people of this Town think it is not worth us fighting when the **County comes to us and says, guess what we have a great deal, we are going to consolidate dispatch and your residents are going to pay more than any other resident in this County**, isn't that a great deal. If the residents of this Town tell me, Chris let it go, we'll pay more, don't worry about it I will let it go, it will make my life easier, the County will start talking to me again but I haven't heard that from the residents yet. The other example, **Proctors, Open Stage Media, when they come to us and say we made this arrangement with Schenectady City Council, we didn't consult you guys, it effects you guys but you had no say in it and guess what it is going to cost you now \$23,000**, when you add up the operational money they want and all the money to switch the signals over, it's going to cost your residents \$23,000 and our residents say don't worry about it, we'll pay it, it doesn't matter, not important, then I will give up the fight. If our residents come and say **Time Warner doesn't make enough money as it is, they need the extra million they over charged us let them have it I'll give up the fight**, but I am betting our residents in each one of those cases will never want us to give up that fight. I am betting that. If our residents come to us and say Chris, don't worry about the union contracts, give them what ever they want, doesn't matter then I won't be so combative and I would give up the fight and I would probably save some personal relationships. It would be a lot easier for me but I don't believe our residents want us to give up the fight.

I guess through it all they got one thing right, I am combative but as long as I am Supervisor I am going to fight every day, all day for our residents. I am glad and I am proud to be serving with each one of you who I know are behind that.

Councilwoman Wierzbowski – “I would just say that from day one, since we starting working together last year you asked the question with every issue, how will this make it better for our residents to live here in Glenville and that's been a commitment that I have seen shine through in the smallest issue with you. It is something that I have respected and I've learned a lot for myself having never done this before either. I just want to say that I support you and will stand behind you when you are being combative.”

Councilman Boulant – “I just want to let you know that I think the residents in Glenville are a whole lot smarter then that person who wrote that editorial so I think we will be fine.”

RESOLUTION NO. 60-2011

Moved by: Councilwoman Wierzbowski

Seconded by: Councilman Ramotar

WHEREAS, by resolution 128-96 the Town Board of the Town of Glenville abandoned a portion of First Street (between the westerly boundary of A Street and the easterly boundary of Avenue Y) in the Scotia Glenville Industrial Park and authorized the Supervisor to sell and convey same to the Schenectady County Industrial Development Agency in exchange for a turn-around easement at the north end of Avenue Y, and

WHEREAS, at the time of the 1996 Town Board resolution, consents had been obtained from adjacent landowners and the Highway Superintendent had determined that the portion of the First Street to be abandoned was no longer required for town use or purposes; and

WHEREAS, the present Town Highway Superintendent has examined the

portion of First Street in question, concurs with the opinion of the previous Highway Superintendent and will file an order with the Town Clerk to that effect; and

WHEREAS, although Section 64(2) of the Town Law merely states that the Town “may upon the adoption of a resolution, convey real property in the name of the Town”, the fact that abandonment of a town road will necessarily affect the rights of the travelling public dictates that the public should be given the opportunity to be heard on that matter, as well as the conveyance of a parcel of town property – the portion of First Avenue being abandoned;

NOW, THEREFORE, BE IT RESOLVED that a public hearing shall be held at 7:30 P.M. on April 6, 2011, at the Glenville Municipal Center, 18 Glenridge Road, Glenville, New York, to hear all persons interested in speaking on the proposed abandonment of First Street in the Scotia Glenville Industrial Park between the westerly boundary of A Street and the Easterly boundary of Avenue Y, and the conveyance of such abandoned property to the Schenectady County Industrial Development Agency.

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstention: None

Motion Carried

Discussion...

Councilwoman Wierzbowski – “This winter was extremely tough on our budget for salt and sand. The highway department to make sure the roads are safe for the residents has to use approximately 190 tons of salt per storm to make sure our roads are safe. Superintendent Coppola is now asking for us to purchase additional salt for the last three months that remain of winter in 2011, which could be November and December, in the amount of \$12,000. The reason that this is coming before us now kind of at the end of the season is because after a certain point and time in the near future the prices go off state contract and it would cost us a lot more to get it. We are just thinking ahead and doing a little housekeeping to make sure that we are prepared come October.”

RESOLUTION NO. 61-2011

Moved by: Councilwoman Wierzbowski
Seconded by: Councilman Ramotar

WHEREAS, Thomas R. Coppola, Superintendent of Highways has informed the Town Board that due to an increase in number of and severity of snow and ice storms this year relative to previous years, the Highway Department has depleted its inventory of road salt and has expended its appropriations for such commodity; and

WHEREAS, the cost per ton of salt has substantially increased due to weekly fuel adjustments allow by state contract, and

WHEREAS, three months of winter in the 2011 budget remain so that the department will need to replenish its stores of road salt to be prepared for any additional snow or ice storms and it makes sense to do so before fuel adjustments cause further price increases,

NOW, THEREFORE, BE IT RESOLVED, that the Town Comptroller is hereby authorized to increase the salt budget line [04.00.5142.4142] in the sum of \$12,000 for future salt purchases and

BE IT FURTHER RESOLVED, that said funding shall be made by budgetary transfer of \$12,000 from Paving Contingency Line [04.00.1990.4600] to Salt

[04.00.5142.4142].

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstentions: None

Motion Carried

RESOLUTION NO. 62-2011

Moved by: Councilman Ramotar
Seconded by: Councilwoman Wierzbowski

BE IT RESOLVED that the **Monthly Departmental Reports** for February, 2011 as received from the following:

Assessor Department
Dog Control
Economic Development & Planning Department
Highway Department - January & February
Justice Department
Receiver of Taxes
Town Clerk's Office
Water Department – January & February

be, and they hereby are accepted, approved for payment and ordered placed on file.

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstentions: None

Motion Carried

RESOLUTION NO. 63-2011

Moved by: Councilman Ramotar
Seconded by: Councilwoman Wierzbowski

BE IT RESOLVED, that the minutes of the regular meeting held on March 2, 2011, are hereby approved and accepted as entered.

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstentions: None

Motion Carried

Discussion...

Supervisor Koetzle asked for a motion, Moved by Councilman Boulant; Seconded by Councilman Pytlovany.

Supervisor Koetzle – “I just want to summarize what the terms of this agreement are so that we are all clear before we vote.

After several months of negotiations, the Town of Glenville and the Glenville PBA have

reached the terms of a contract for the years of 2010 through 2012.

Negotiating with employees over their terms and conditions of employment is required by New York State's Taylor Law. This process requires each side to listen to the concerns and positions of others and to work in good faith to resolve their differences. I believe, although it took a while, both sides achieved this goal.

Going into these negotiations, this Board stated that it needed to control costs, particularly the cost of employee health insurance, which is killing our budgets. Our objective was to explore ways to achieve these cost reductions in ways that would have as little impact on our employees as possible.

As I said from the beginning our contract needs to be fair and it needs to be affordable.

This agreement achieves many of our objectives, although not all. Most notable, this agreement achieves:

- The moving of the PBA members and retirees from an HMO25 plan to an HMO30 plan, which saves this Town on this unit alone over \$10,000 in the current fiscal year.
- It removes the Blue Cross/Blue Shield plan (the most expensive plan we offer) as a non-additional cost option, resulting in a 2011 savings of \$16,000.
- Reduces the amount that the Town pays to employees opting out of Town health insurance with a \$10,000 savings in 2011. New employees will receive a smaller opt-out benefit, saving even more in the future.
- These health insurance adjustments, totaling nearly \$37,000 this year, offset more than half of the 2011 wage increases of about \$70,000.
- We addressed the PBA's concern of not having town health insurance before age 55 – which all other Towns and Cities provide by providing a cost-neutral mechanism for PBA members to utilize otherwise accumulated sick leave to pay for health insurance in retirement. So what they are allowed to do is use their accumulated sick time to pay for their health insurance which would be cost-neutral to the Town and help mitigate any large payouts to employees upon retirement. So essentially right now they could cash out a large sum of money which would be difficult for the Town to pay, if they are using this to pay their health insurance over time it would be spread out. It is pre-tax dollars so it saves the employee and it saves the Town payroll tax as well which is a good savings.

This agreement also provides for some needed operational changes:

- Clarifies that overtime for recalls after a completed shift limited to three hours – regardless the number of recall eligible events occurring during a three hour period. This would help us better control overtime costs.
- It obligates both sides to develop a streamlined disciplinary process to replace the current antiquated and bloated process. This change will save administrative and legal time over the years.

This agreement resolves the most difficult of issues – that of employee wage increases – in a fair and equitable manner. The Board recognizes that our Town Police Department is a good, or I would say even better, than most in the county. We also recognize that there are other departments that pay their officers higher salaries. We are aware that the law allows the PBA to demand that this issue be determined by a panel of arbitrators in a binding arbitration, a process that would effectively be out of the control of this Board if we were brought in front of that board. An arbitration panel would look at the contract settlements involving the PBA's in surrounding communities. If the Town had chosen to allow this process to proceed to arbitration, we may not have had a resolution until late this year or even next year. Following that course of action would have delayed our implementation of health insurance savings resulting in a loss of this entire year. In addition, since an arbitration award can only cover two years, we would be immediately back at the bargaining table with no certainty of the 2012 budget as we try to develop that.

We do know that the average annual wage increase for public safety units for all arbitration

awards reported in the past year was 3%. We as a Board felt that was too high and something that our residents cannot afford. The settlements of police contracts for the towns within the county and the City of Schenectady included salary increases of 3% or more per year. Given all of these factors and the health insurance modifications and savings that were agreed to our agreement with the PBA is a reasonable 2.75% for 2010 and splits of 1.5% in January and July 2011 (net increase of that year of 2.25%) and splits of 1.5% in January and July 2012 (net increase for the year of 2.25%).

Effectively given our health insurance cost controls the net cost to the Town for the years that this Board could control – 2011 and 2012 is about 2% per year.

While any cost increases in this economic climate are problematic, the Board is determined to address these financial challenges head on. We are committed to utilizing the full range of options available to us to increase non-tax revenues, to build our tax base and to reduce expenses in order to minimize any pass through of these costs to the Town's residents. We hope and expect that the members for our Town Police Department and all of our Town employees will be partners with us in these efforts so we can continue to provide Town residents with quality services at the least possible cost and we can continue to make our Town safe, friendly and affordable."

Councilman Pytlovany – "I would like to say that I have only been on the Board for two weeks, it has been a busy two weeks as far as negotiations go. I would like to thank Mike Lamb for his leadership in the PBA and I would also like to thank Mike Cuevas, Jamie MacFarland and Chief Ranalli for their assistance on our side. I think this is a very fair contract. I am very pleased to see that we got it accomplished."

Councilwoman Wierzbowski – "I would just like to echo Councilman Pytlovany and thank Jamie and Mike and the Chief. I would also like to thank Mike Lamb for his leadership. I think that he may have been instrumental in getting this to the point that we are at."

Supervisor Koetzle – "I do want to thank them again because it was a monumental feat on the part of you guys. Mike I think you came up with some of the most creative and fair solutions to problems that otherwise seemed unsolvable and I really appreciate that. Jamie I think you took the brunt, unfortunately of the anger from some of the employees over the time because you were doing what the Board had asked you to do. I appreciate you working with us and helping us achieve these goals. Chief it is unquestionable how professional of a force we have and I know, I came after you but I do know some of the issues we had gone through early on and some of the issues that are going on before you. I appreciate all that you have done to make this the best police force in this county without question and all of your help and advice through the process. I thank you. I want to thank Councilman Pytlovany for his leadership in the past couple of weeks on this issue and others. You've really come in and helped. You brought your experience and knowledge and it helped the process and the consolidation issue is another one that you have jumped right into. I do appreciate working with you as well."

RESOLUTION NO. 64-2011

Moved by: Councilman Boulant

Seconded by: Councilman Pytlovany

WHEREAS, the Glenville Police Benevolent Association and the Town of Glenville are parties to a collective bargaining agreement establishing the terms and conditions of employment for Town employees who are members of the association; and

WHEREAS, the aforesaid agreement expired on December 31, 2009; and

WHEREAS, the Association and the Town have negotiated a successor agreement for a term of three years that has been memorialized in writing in the form of a Memorandum of Agreement; and

WHEREAS, the members of the Association have ratified the Memorandum of Agreement; and

WHEREAS, the Memorandum of Agreement provides for wage increases for calendar year 2010 in the amount of 2.75%, in 2011 of 1.5%, effective January 1, 2011 and 1.5%, effective July 1, 2011 and in 2012 of 1.5% effective January 1, 2012 and 1.5%, effective July 1, 2012; and

WHEREAS, the Memorandum of Agreement authorizes the change in health insurance to just two Town designated plans from multiple plans; changes the health insurance from an HMO 25 plan to an HMO 30 plan; adjusts the amount paid to employees opting out of Town health insurance; establishes a new Internal Revenue Code section 125 plan in order to maintain eligibility for Town health insurance reimbursements; and authorizes PBA retirees to purchase town health insurance with accumulated, compensable sick leave that would otherwise be paid in a lump sum upon the employee's retirement, and commits the parties to a streamlined disciplinary process; and

WHEREAS, the Attorney for the Town, the Chief of Police and the Town's Acting Director of Operations have recommended ratification of the Memorandum of Agreement by the Town Board;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Glenville hereby ratifies and adopts the proposed Memorandum of Agreement and authorizes the Supervisor to execute a collective bargaining agreement with the Glenville Police Benevolent Association under the terms and conditions outlined in the Memorandum of Agreement covering the calendar years 2010, 2011 and 2012.

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstention: None

Motion Carried

Discussion...

Supervisor Koetzle – "A letter was sent by our Attorney after he and Comptroller Phillips discovered some underpayments by American Tower that they are now paying over \$16,000 of underpayments from the past six years. This check is found money."

RESOLUTION NO. 65-2011

Moved by: Councilman Boulant
Seconded by: Councilman Pytlovany

WHEREAS, the Town of Glenville has leased space on the site of its Lolik Lane water tower to American Tower (successor in interest to Omnipoint Communications) pursuant to a lease dated December 9, 1997; and

WHEREAS, the Town Comptroller recently uncovered underpayments of base rent and revenue sharing required by the aforementioned lease; and

WHEREAS, the Attorney for the Town sent a letter to American Tower demanding that it cure any payment deficiencies or face termination of its lease; and

WHEREAS, American Tower has tendered to the Town two checks, one in the amount of \$2,351.66, representing the underpayment of base rent during the past six years and the other in the amount of \$14,600.00, representing the underpayment of revenue sharing during the past six years; and

WHEREAS, the Attorney for the Town has advised the Town Board that the applicable Statute of Limitations for contract causes of action is six years, foreclosing the Town's ability to sue for any underpayments prior to March 2005; and

WHEREAS, the Attorney for the Town and the Town Comptroller recommend acceptance of the tendered checks as the highest amount recoverable for the past underpayments under the lease with American Tower;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Glenville hereby authorizes the Supervisor to accept the above-mentioned checks in the amounts of \$2,351.66 and \$14,600.00 in full satisfaction of arrears in payments due from American Tower under its lease agreement.

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstentions: None

Motion Carried

RESOLUTION NO 66-2011

Moved by: Councilman Boulant

Seconded by: Councilman Pytlovany

WHEREAS, by Resolution No.67-2009, dated March 18, 2009, the Town Board granted a temporary easement to the New York Development Group for the purpose of constructing a road along the westerly side of Glenville Municipal Center property, more particularly described in a document entitled, "Agreement for Temporary Easement Between the New York Development Group and the Town of Glenville" which was attached to the Resolution referred to above; and

WHEREAS, the aforesaid agreement is due to expire on March 18, 2011; and

WHEREAS, the New York Development Group has requested a thirty day extension of the easement; and

WHEREAS, the Town Board believes it to be in the best interests of the project and the Town to grant the extension,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Glenville hereby approves a thirty day extension to the temporary easement described above and authorizes the Supervisor to execute any and all documents necessary to effectuate this resolution.

Ayes: Councilmen Boulant, Pytlovany, Ramotar, Councilwoman Wierzbowski and Supervisor Koetzle
Noes: None
Absent: None
Abstention: None

Motion Carried

New Business

Councilman Ramotar – "I just want to remind everyone that grievance day is coming up on May 24th. The Assessor is taking appointments now and everyone has a right to grieve their assessment."

Councilman Boulant – “We had our second of probably many Oktoberfest meetings. Councilman Ramotar, Jamie MacFarland, a few participants from last year and I and we are making strides. If the weather gods are with us this is going to probably be an unbelievable turnout. We will keep everybody up to date on a monthly basis.”

Councilman Pytlovany – “Mr. Supervisor, as you mentioned earlier we have had two meetings looking at the possible consolidation or contracting of services between the Town and the Village for their police departments. Chief Ranalli has put a lot of work into putting together a base program for us to expand upon. We are now going to expand from the committee to have both Boards take a look and to discuss this issue. We are having a meeting at the Village of Scotia’s Village Hall on March 29th at 7:00 pm.”

Supervisor Koetzle asked for a motion to adjourn; motion to adjourn was Moved by Councilman Boulant; Seconded by Councilman Pytlovany, everyone being in favor the meeting was adjourned at 8:11 PM.

ATTEST:

Linda C. Neals
Town Clerk