

Minutes of February 23, 2016 Germantown Town Board meeting, held at the Germantown Town Hall, Germantown, NY commencing at 7:13pm.

Present: Supervisor Craig
Councilwoman DuFresne
Councilman Phelan
Councilwoman Foley
Councilman Moore

Recorded by: Town Clerk, Joyce Vale

Motion to approve January Town Board meeting minutes was made by Councilman Moore, seconded by Councilwoman Foley, with all in favor and none opposed.

Motion to pay Town audited bills was made by Councilwoman DuFresne, seconded by Councilman Phelan, with all in favor and none opposed.

Written Communications by Town Clerk

None

Police by Chief DuBois

54 hours and 334 miles, were logged in for the month of January.

Issued 4 V&T tickets and 3 warnings.

Park Patrols: Cheviot- 12 times, Anchorage- 12 times, School- 12 times, Palatine Park- 9 times, Dales Bridge- 10 times.

- 1 property damage auto accident.
- 1 vehicle lockout.
- 1 911 hang up.
- 1 aggravated unlicensed operator 3rd degree.
- 1 assist other agency.

History by Sue Raab

- Hosting more field work in the basement of the Parsonage.
- In May book signing with Billy Shannon the weekend of the Town wide yard sale.
- Hosting another field school with Bard College where rising 9th graders can acquire 3 college credits.
- Working with Bard College internship program, funds to pay students to do work.
- Someone to take over the display and update the website and Facebook page.
- Palatine heritage days will be held earlier this year, 2017 year of the woman centennial. Have guest speakers for this program, woman who have made important contributions in this area.

Highway by Rich Jennings

- Using Livingston's stump grinder on their skid steerer. Have done over 80 stumps.
- Plowed and sanded the few storms.
- Finishing cutting dead trees and brush on Best Lane, Church Ave and Viewmont Road.
- Roadside cleanup as of now is scheduled April 27th.
- Received an estimate from Red Lyne Performance for the 2005 Ford 550. Oil pan is leaking. Estimate is for \$5,413.17.

Motion to have repairs done by Red Lyne Performance on the 2005 Ford made by Councilwoman DuFresne, seconded by Councilman Phelan.

Supervisor Craig: Aye
Councilwoman DuFresne: Aye
Councilman Phelan: Aye
Councilwoman Foley: Aye
Councilman Moore: Aye

Supervisor Craig received a Certificate of Excellence from the Town of Taghkanic for the Highway department thanking them for generous sharing of services.

Maintenance by Councilman Phelan

Councilman Phelan reported that Anthony Cidras is not able to attend Town Board meetings now that they are held on Tuesday evenings, so Councilman Phelan will be meeting with Anthony every other week.

- Renewing and upgrading electrical wiring in the Town Hall as part of the JCAP grant. Outside lighting still needs to be completed and Fob security system for the doors need to be installed.
- Defects found in some of the old LED lighting and Anthony is working with the supplier in getting the upgrades needed.
- Receiving quotes and estimates for the new Fob system.
- Making improvements to the snack bar. Adding a drop ceiling to the bathroom and other areas. Installed new door in the main snack area. Will be epoxying bathroom floor.
- Making improvement and upgrades to bathroom fixtures in the beach house. Installing gutters and bathroom doors.

Councilman Phelan mentioned the Palatine Park sign and Supervisor Craig said he is waiting for quotes.

Sewer by Councilman Phelan

Councilman Phelan did not get the monthly report.

Parks & Recreation by Councilwoman DuFresne

- No sub sale. Will be planning event with the History department.
- Raised \$370.00 from website donations.
\$750.00 from business & private donations, not from the website for next year's ice skating rink.
- Working on getting equipment for the Dog Park.

Independence Day Celebration by Councilman Phelan

- Independence Day Celebration will be held on July 2, 2016.
- Approx. 3,000 people expected to attend.
- This year will hold additional activities for children.
- Gates will open at 4:00pm and Fireworks at 9:30pm.
- Registration forms for vendors will be available at Town Hall or on the website.
- First committee meeting was held last month.

Councilman Phelan also spoke in regards to the ball fields. In the past years the fields hadn't received much attention. Last year improvements were made to the soccer field and improvements are being made on the snack bar. Next step to start renovating the baseball fields for a minimal renovation to make them playable. Rich and Anthony will help. Can spend \$10,000 on this, mostly for topsoil and clay. Little league will contribute to help pay for new back stops and fences along the base lines if the Town is committed. The projects to be made are, add drainage and crushed stone, recondition the infield soil, bring in top soil, move existing clay and buy additional clay for the base lines and top soil in the outfield. Councilman Phelan said there is money in the budget and the reserve fund. Some discussion was held. Supervisor Craig said the Town Board is behind it and they could move forward.

Old Business

Applied for Hudson River Improvement Fund Grant. Wrote a grant for \$10,000 for handicap accessible kayak launch at the boat launch. The actual amount quoted was \$20,000. The Town was awarded \$2,500. Supervisor Craig said maybe they could reconfigure the grant. Supervisor Craig will contact them.

New Business

A request received to formalize the Code & Building violations. All complaints should follow procedure.

Supervisor Craig read the following memo from Jay Trapp, Building Inspector/Code Enforcement Officer:

- All complaints to be submitted to the building department for review and confirmation.
- The building department shall visit the complaint location for visual confirmation and photographs.

- All data (complaint and the digital photographs will be forwarded to the Town Attorney; also the Town Board will be copied.
- If requested by the Town Attorney, additional data will be collected and transmitted. (Such as updated photographs or site data.)
- The building department will attend court proceedings when requested.
- Upon resolution of the complaint, a site visit will be conducted to review the current site conditions and take file photographs.
- A file containing all correspondence, photographs, and decisions/resolutions will be retained for the building department records.
- The law, 19 NYCRR 1203.5 Time Fixed for Compliance with Orders to Remedy, provides timeframes for the resolution of violations. In further reading, the municipality may adopt shorter periods of time for compliance.

These complaints should be reported during regular business hours, email or leave a message on building department voicemail.

Councilman Moore suggested posting this on the Town website.

Motion to adopt complaint procedures made by Councilman Phelan, seconded by Councilman Moore.

Supervisor Craig:	Aye
Councilwoman DuFresne:	Aye
Councilman Phelan:	Aye
Councilwoman Foley:	Aye
Councilman Moore:	Aye

Town Attorney Tal Rappleyea explained Local Law #1.

**TOWN OF GERMANTOWN
LOCAL LAW #1 OF 2016
DEFENSE AND INDEMNIFICATION OF EMPLOYEES AND OFFICIALS**

§1. Definitions.

As used in this chapter, unless the context otherwise requires:

EMPLOYEE

Any commissioner, member of public board or commission, trustee, director, officer, employee, volunteer expressly authorized to participate in a publicly sponsored volunteer program, or any other person holding a position by election, appointment or employment in the service of the Town, whether or not compensated. The term "employee" shall include a former employee, his/her estate or judicially appointed personal representative.

TOWN

The Town of Germantown and its departments and agencies.

§2. Defense of employee.

Upon compliance by the employee with the provisions of 4 of this chapter, the Town shall provide for the defense of the employee in any civil administrative action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide for a defense shall not arise where such civil administrative action or proceeding is brought by or at the behest of the Town.

§3. Indemnification.

- A. The Town shall indemnify and save harmless its employees in the amount of any judgement obtained against such employees in a state or federal civil administrative action or proceeding, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties; provided, further, that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the Town. The duty to indemnify and save harmless prescribed by this section shall not arise where the injury or damage resulted from intentional wrongdoing, maliciousness, or recklessness on the part of the employee.
- B. The Town shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that any employee acting within the scope of his/her public employment or duties has, without willfulness or intent on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any civil administrative action or proceeding of this state of the United States.
- C. Punitive damages; confidentiality.
 - (1.) The Town shall also indemnify and save harmless its employees in the amount of any punitive damages in accordance with the following procedure and such additional procedures as may be established by the Town Attorney as follows:

(a.) Findings and determination by Town Attorney; Town Attorney as defendant. Within 20 days of employee's delivery of a summons, or complaint, process, notice, demand or pleading containing a demand for punitive damages, the Town Attorney shall make findings and an initial determination whether the employee should or should not be indemnified against any punitive damages, based upon the facts and circumstances then known to the Town Attorney as follows:

(1.) Whether the employee's actions were or were not within the scope of his/her employment;

(2.) Whether the employee's actions were or were not reckless, malicious, grossly negligent or otherwise outside of the standards required for employees holding comparable positions with the Town;

(3.) Whether the employee's actions were or were not made in good faith in the best interest of the Town policy.

(b.) In the event the Town Attorney is named defendant in an action or proceeding or cannot serve for any other reason, the Town Administrator shall appoint another Town officer to serve in the stead of the Town Attorney on the matter under review.

(2.) In the event of a final judgment of punitive damages against the employee, the employee shall serve copies of such judgment personally or by certified or registered mail within 10 days of entry upon the Town Attorney and upon the Town Clerk on behalf of the Town Board. The Town Board shall meet as soon as practicable in executive session to review, make findings taking into consideration and giving weight to the initial and any additional findings made by Town Attorney (provided the employee did not formerly misrepresent or omit material facts evidenced at trial), and determine if the following have been met, and if so met, and if so met, said Board shall appropriate the funds necessary to pay such punitive damages:

(a.) The judgement of punitive damages is based on an act or omission of the employee acting within the scope of his/her employment;

(b.) At the time of the action or omission giving rise the liability, the employee acted without recklessness, without maliciousness, without gross negligence, and otherwise within the standards required for employees holding comparable positions with the Town;

(c.) At the time of the act or omission, the employee acted in good faith and in the best interest of the Town; and

(d.) At the time of the act or omission, the employee did not willfully violate a clearly established provision of law or Town policy.

(3) Deliberations, findings and determinations of the Town Attorney and the Town Board shall remain confidential.

§4. Conditions.

The duty to defend or indemnify and save harmless prescribed by this chapter shall be conditioned upon:

- A. Delivery by the employee to the Town Counsel of a written request to provide for his/her defense, together with the original or a copy of any summons, complaint, process, notice, demand or pleading within 10 days after he/she is served with such document.
- B. The full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the Town based upon the same act or omission, and in the prosecution of any appeal.

§5. Eligibility; rights of other parties; affect Workers' Compensation Law.

The benefits of this chapter shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party, nor shall any provision of this chapter be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

§6. Effect on other obligations.

This chapter shall not in any way affect the obligation of any claimant to give notice to the Town under § 10 of the Court of Claims Act, § 50-c of the General Municipal Law, or any provision of law.

§7. Insurance.

The Town Administrator is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this state, or authorized by law to transact business in this state, against any liability imposed by the provisions of this chapter or to act as a self-insurer with respect thereto.

§8. Payments.

All payments made under the terms of this chapter, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

§9. Rights and obligations of insurers.

The provisions of this chapter shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

§10. Effect on immunity to liability.

Except as otherwise specifically provided in this chapter, the provisions of this chapter shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any unit, entity, officer or employee of the Town by, in accordance with, or by reason of any other provision of state or federal statutory or common law.

§11. Benefits to be supplemental.

Benefits accorded to employees under this chapter shall be in supplement to defense or indemnification protection accorded the same employees by other enactment.

§12. Severability.

If any provision of this chapter or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court, such provision to any person or circumstance.

§13. Applicability.

This chapter shall apply to all actions or proceedings in which final judgement has not yet been entered.

Motion to move forward on the Local Law #1 made by Councilman Moore, seconded by Councilwoman DuFresne.

Supervisor Craig:	Aye
Councilwoman DuFresne:	Aye
Councilman Phelan:	Aye
Councilwoman Foley:	Aye
Councilman Moore:	Aye

A public hearing will be held on March 22, 2016 at 6:55pm prior to the Town Board meeting. Will post Local Law #1 and put on website.

Supervisor's Report

Town Board workshop on March 8th at 7:00pm. Representatives from Hudson River Greenway, DEC and DOS will be in attendance.

Town Board meeting is March 22nd at 7:00pm. Public hearing for Local Law #1 for 2016 is at 6:55pm.

Public

Brian DuBois asked if the Board needed to make a motion to accept the bond. Supervisor Craig told him that it had been done last year.

Motion to go into executive session to discuss the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation made by Councilman Phelan, seconded by Councilwoman Foley, with all in favor and none opposed.

Motion to come out of executive session made by Councilman Phelan, seconded by Councilwoman DuFresne, with all in favor and none opposed.

Councilwoman Foley moved to authorize the Supervisor to begin negotiations with UPSEA and authorize the hiring of labor counsel to represent the Town, seconded by Councilwoman DuFresne, with all in favor and none opposed.

Motion to adjourn the meeting made by Councilwoman Foley, seconded by Councilman Phelan, with all in favor and none opposed.

Respectfully submitted,