

August 28, 2017

WORKSHOP MEETING  
TOWN BOARD TOWN OF MARLBOROUGH  
21 MILTON TURNPIKE, MILTON NEW YORK  
AUGUST 28, 2017 7:00 PM  
MINUTES OF MEETING

Present: Supervisor Lanzetta  
Councilman Molinelli  
Councilman Corcoran  
Councilman Baker  
Councilman Koenig

Also Present: Danielle Cherubini, Deputy Town Clerk  
Joel Santisteban, LAM Development

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda  
*Councilman Koenig made a motion to approve the agenda. Motion seconded by Councilman Molinelli.*

*Yeas: 5                      Nays: 0                      Carried*

ITEM #4 Motion to approve minutes from the August 14, 2017 Town Board Meeting  
*Councilman Koenig made a motion to approve minutes from the August 14, 2017 Town Board Meeting. Motion seconded by Councilman Molinelli.*

*Yeas: 5                      Nays: 0                      Carried*

Motion to approve minutes from the August 14, 2017 Public Hearing  
*Councilman Molinelli made a motion to approve minutes from the August 14, 2017 Public Hearing. Motion seconded by Councilman Koenig.*

*Yeas: 5                      Nays: 0                      Carried*

ITEM #5 Authorize payments of bills  
*Councilman Baker made a motion to authorize payment of the abstract in the amount of \$117,316.15. Motion seconded by Councilman Corcoran.*

*Yeas: 5                      Nays: 0                      Carried*

ITEM #6 Presentations

A). Joel Santisteban- solar development process

*Joel Santisteban stated that he was representing LAM Development and also Sun & Energy which is a Community Choice Aggregation (CCA) administrator. The goals for Governor Cuomo's initiative, Reforming the Energy Vision are: 40% reduction in GHG emissions from 1990 levels, 50% generation of electricity from renewable energy sources, and 23% decrease in energy consumption in buildings from 2012 levels.*

*Mr. Santisteban presented a conceptual site plan for a 2 megawatt solar farm on 12-15 acres at 20 Baileys Gap Road (Transfer Station). The four-five million dollar farm would produce approximately three million kilowatt hours annually. He gave the guidelines for implementation: the municipality must have a local solar law and they can use a pilot program. The benefits of solar would be to expand the tax base, monetize the land, and lower the price of electricity which benefits the community and the state. There are state grants available for solar that the municipality would apply for. Through the CCA program the community benefits from solar. The CCA program replaces the utility as the main supplier of energy, which is cheaper than coal and natural gas. Bills would still come from the same utility company and outline the cost and the savings of solar. The power would be delivered through the same lines.*

*Councilman Koenig asked if there would need to be an infrastructure upgrade at the proposed site.*

*Mr. Santisteban stated that they are able to identify if a site is economically feasible and briefly explained how.*

*Councilman Baker asked how many homes would be powered and also how far does LAM take the project.*

*Mr. Santisteban stated that the project would power approximately 2500 homes and if a home already had solar they wouldn't participate. LAM gets the project financed then they generally get the project to the construction phase. Then they sell it to an operations and management company who would receive revenue from utility bill payments. There is no upfront cost for the municipality.*

*Councilman Koenig asked what the plan is after the life (25 years) of the solar panels have expired.*

*Mr. Santisteban stated that there would be a decommission agreement from the beginning with a scrap metal company to buy the facility in 25 years.*

*Supervisor Lanzetta asked what Towns are participating so he can contact them for references. He also asked about the lease agreement.*

*Mr. Santisteban stated some towns that participate and said the standard lease agreement would cost about \$24,000.00 per year and initiate once the facility generates power.*

*Supervisor Lanzetta asked that Mr. Santisteban put together a proposal and recommendations for the Board.*

*Russ Gilmore asked if Marlboro benefits from all of the energy generated from the solar or would Central Hudson get the benefit and distribute to whomever.*

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*Mr. Santisteban stated that the power goes to the grid and the utility provides the owner of the solar facility a credit. If the agreement is with the municipality then the credits would benefit municipal accounts only. With a CCA, the benefit is spread out to everyone in the program which could be multiple municipalities and distributed equally based on the energy they use.*

*The Board thanked Mr. Santisteban.*

ITEM #7 Comments on the agenda

*No comments on the agenda.*

ITEM # 8 New Business

A). To change the location of the September 11, 2017 meeting due to Primary elections  
*The Board agreed to change the location of the September 11, 2017 meeting to the school administrative meeting room upstairs at 21 Milton Turnpike, Milton.*

*Supervisor Lanzetta stated that the time clock has been fixed. Also, the employees whose office was closed for floor cleaning, took vacation time.*

ITEM #9 Workshop topics

A). Train Station Community Room

*Supervisor Lanzetta stated the Milton Train Station use policy was updated again.*

***Councilman Baker made a motion to adopt the Milton Train Station use policy. Motion seconded by Councilman Koenig.***

***Yeas: 5                      Nays: 0                      Carried***

B). TOMVAC lease agreement

*Councilman Corcoran stated that the agreement expired and they can renew; the agreement will remain the same but they are going to use a more aggressive agent. Supervisor Lanzetta explained why he is not in favor of selling the TOMVAC building.*

***Councilman Corcoran made a motion that the supervisor signs the agreement with John J. Lease to keep the TOMVAC building for sale. Motion seconded by Councilman Koenig.***

***Yeas: 4                      Nays: 1 (Lanzetta)                      Carried***

*The majority of the Board discussed their opinions about selling the TOMVAC building.*

ITEM #10 Correspondence

*No correspondence.*

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ITEM #11 Public Comment

*No public comment.*

ITEM #12 Resolutions

A). Resolution # 87 To reappoint Board of Assessment Review Member

B). Resolution #88 To authorize the Supervisor to sign an inter municipal agreement with the Marlboro Central School District

*Supervisor Lanzetta stated that Dennis Larios has the bids for the Milton Sewer project; he is still looking them over.*

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A). Resolution # 87 To reappoint Board of Assessment Review Member

Supervisor Lanzetta proposes the following:

Whereas, Joan Delatorre wishes to remain as a member of the Board of Assessment Review.

Now therefore be it resolved, that Joan Delatorre be reappointed to the Board of Assessment Review effective October 1, 2017.

And it moves for adoption

Councilman Corcoran	Yes
Councilman Molinelli	Yes
Councilman Koenig	Yes
Councilman Baker	Yes
Supervisor Lanzetta	Yes

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B). Resolution #88 To authorize the Supervisor to sign an inter- municipal agreement with the Marlboro Central School District

WHEREAS, the Town of Marlborough has negotiated a proposed inter-municipal agreement with the Marlboro Central School District dealing with the providing of Special Resource Officers; and

WHEREAS, a copy of the inter-municipal agreement is annexed as Exhibit "A" ; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

- 1. The Town Board approves of the inter-municipal agreement with the Marlboro Central School District annexed hereto as Exhibit "A", and authorizes the Supervisor to execute this agreement in the same or substantially the same form.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Lanzetta	Yes
Councilman Molinelli	Yes
Councilman Corcoran	Yes
Councilman Baker	Yes
Councilman Koenig	Yes

DATED: Milton, New York  
August 28, 2017

\_\_\_\_\_  
COLLEEN CORCORAN, TOWN CLERK

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**Exhibit "A"**

**INTER-MUNICIPAL AGREEMENT**

THIS AGREEMENT made and entered into this 28th day of August 2017, between the TOWN OF MARLBOROUGH, a municipal corporation of the State of New York, with offices at 21 Milton Turnpike, Suite 200, Milton, New York 12547, hereinafter referred to as "Town," and the MARLBORO CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 21 Milton Turnpike, Suite 100, Milton, New York 12547, hereinafter referred to as "District."

**WITNESSETH:**

WHEREAS, the Town presently maintains a police department with full and part-time police officers; and

WHEREAS, among its purposes and obligations, the Town Police Department's mission is to protect and serve the health, safety and welfare of the community; and

WHEREAS, the District is a school district under the laws of the State of New York; and

WHEREAS, the District desires the presence of police officers in and around its buildings for the purpose of providing security for the benefit of its students, administration, employees, and the community at large; and

WHEREAS, the Town and the District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-o of the General Municipal Law, to provide for two (2) School Resource Officers (hereinafter referred to as "SROs") who shall be police officers of the Town, assigned to the District on a rotating basis during the 2017-2018 school year, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained between the Town and District, it is hereby agreed as follows:

1. The Town and District agree to fund a program involving two (2) SROs who are members of the Town Police Department. The SROs may be assigned to any location within the District, at the discretion of the Superintendent of Schools and/or his designee, including buildings and athletic fields.

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2. This Agreement shall commence on September 6, 2017 and terminate on June 30, 2018 ("Initial Term"), unless sooner terminated and/or extended by mutual agreement of the parties, in writing. Either party may terminate earlier without cause, and any termination prior to the expiration of the Initial Term shall only be valid upon no less than thirty (30) days prior written notice.
3. The salary and benefits, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the Town shall be the sole employer of the SROs. As the employer, the Town will: (i) maintain all necessary personnel and payroll records for the SRO; (ii) calculate his/her wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SRO; and (v) provide Workers' Compensation, disability insurance, unemployment insurance and other insurance coverage to the extent and in such amounts as required by law.
4. The District shall reimburse the Town on a quarterly basis (every three months), for each hour of officer service at the rate of \$22.41 per hour. The District shall also reimburse the Town for the cost of the following benefits afforded to the officers as provided in the Town's collective bargaining agreement: (1) FICA taxes (including social security and Medicare taxes); and (2) employer retirement contributions. These reimbursements shall be made by the District within thirty (30) days of receipt of an invoice from the Town, such invoice shall include, at a minimum, officers' hours worked, the dates worked, and the names of officers who provided services for the respective time periods.
5. SROs shall be assigned to the District on a rotating basis and work when school is in session (i.e., 183 days). The SROs shall be assigned to work in the District during the regular school day, Monday through Friday, as agreed upon between the Superintendent and the Town's Chief of Police. Hours may be adjusted in the event of mutual agreement between the Superintendent of Schools and the Town's Chief of Police or his designee.



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6. Should the District desire the services of an SRO(s) during special school related events (i.e., outside of the regular school day), the parties may do so, upon mutual and memorialized agreement between the Superintendent in Schools and the Town's Chief of Police. The District shall reimburse the Town for the wages it paid to the SRO(s) for the officer service at a special school related event at the same rate of compensation set forth in Paragraph 4 of this Agreement. Payment shall be due within 30 days of invoice.
7. In connection with the performance of this Agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
8. The Town will assure that it will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.
9. In the event that an SRO, during the course of his or her duties, is involved in an incident in which they use physical force with regard to any student, staff, or visitor, the Town's "Use of Physical Force Policies and Procedures" will be accessed and utilized, if necessary, to make a determination as to the appropriateness of such use of force by the SRO.
10. The District agrees to defend and indemnify the Town against any claims arising out of the discharge of an SRO's duties and responsibilities pursuant to this Agreement, except when such claims arise solely out of the conduct of the indemnified party. The Town agrees to defend and indemnify the District against any claims arising out of the discharge of an SRO's duties and responsibilities pursuant to this Agreement, except when such claims arise solely out of the conduct of the

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indemnified party. Each party shall name the other as an additional insured on its general liability, public officer's liability, and excess policies of insurance.

11. An SRO's responsibilities shall include: (a) investigating criminal activities and enforcing criminal laws and ordinances on or adjacent to District property; (b) advising school administrators, school safety committees and building response teams in an effort to enhance safety on or near District property and at school-related events; (c) coordinating safety drills; (d) presenting law-related material at district-wide conferences/superintendent days; (e) providing support to school administrators in an effort to counsel students suspected of criminal conduct; (f) attending parent and faculty meetings to promote awareness of law enforcement functions and the School Resource Officer program; (g) attending school functions; (h) attend training program regarding the law on child abuse in an educational setting. The SPO shall not act as a school disciplinarian.
12. This Agreement shall not become effective until approved by a majority vote by the Town Board of the Town of Marlborough and a majority vote of the School Board for the Marlboro Central School District.
13. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.

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14. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Dated: \_\_\_\_\_

MARLBORO CENTRAL SCHOOL DISTRICT

BY: \_\_\_\_\_

Michael Brooks, Superintendent of Schools

Dated: \_\_\_\_\_

TOWN OF MARLBOROUGH

BY: \_\_\_\_\_

Alphonso Lanzetta, Town Supervisor

***Councilman Koenig made a motion to adjourn the meeting at 8:06PM. Motion seconded by Councilman Molinelli.***

***Yeas: 5***

***Nays: 0***

***Carried***

*Respectfully submitted,  
Danielle Cherubini  
Deputy Town Clerk*