



Town of Ballston Town Board Minutes
April 6, 2010

The regular meeting of the Town Board of the Town of Ballston was held Tuesday evening, April 6, 2010 at the Town Hall on Charlton Road. Members present were Supervisor Patricia Southworth, Councilman Jeremy Knight, Councilman Timothy Szczepaniak and Councilwoman Kimberly Ireland. Also present were Town Attorney Murry Brower and Town Clerk Muriel Swatling. Absent was Councilwoman Mary Beth Hynes.

Supervisor Southworth called the meeting to order at 7:30 p.m. and the Pledge of Allegiance was recited.

The first item of business was the presentation of a resolution to James Briaddy in honor of his retirement as Councilman of the Town of Ballston.

10-52: A motion was made by Patricia Southworth and seconded by Kimberly Ireland to approve the following resolution honoring James Briaddy on the occasion of his retirement as Councilman of the Town of Ballston. Roll Call: Ayes – all; Noes – none. Carried.

WHEREAS, James M. Briaddy was born in Syracuse, New York, the son of John and Katherine Briaddy; and

WHEREAS, James M. Briaddy graduated from Niskayuna High School and it was here he met his childhood sweetheart and future wife, Katherine Quellhorst; and

WHEREAS, James M. Briaddy began his business career at the New York Telephone Company as a mailboy and was able to advance his career to the responsible position of Construction Foreman; and

WHEREAS, James M. Briaddy was the loving husband of Kathy Briaddy for 38 years. They were both lovers of history both local and Irish, and enjoyed traveling and exploring the Irish countryside; and

WHEREAS James M. Briaddy is the dedicated father to three children, John, Beth and Maggie and the proud “Poppy” to six grandchildren, Shayne, Mikayla, Caroline, Jackson, William and Justin; and a constant companion to his best canine friend Mac; and

WHEREAS, James M. Briaddy was elected as a member of the Ballston Town Board in 1994 and diligently served his community for sixteen years; and

WHEREAS, during his tenure on the Town Board, Mr. Briaddy served as a liaison to the Town of Ballston Community Library Board. His outstanding contribution as Clerk of the Works for the new addition to the Town Hall was instrumental in the construction of this multi-functional building. In response to the community, Mr. Briaddy was very concerned with maintaining a fiscally responsible Town government; and

WHEREAS, the Town Council, on behalf of the residents of the Town of Ballston, wishes to express its gratitude for the many years of dedicated service and commitment that Councilman Briaddy gave to the Town of Ballston; now, therefore,

BE IT RESOLVED that the Ballston Town Council wishes to honor James M. Briaddy on the occasion of his retirement and for this outstanding service to the Town of Ballston and its residents.



Former Councilman Briaddy thanked the voters of the Town of Ballston for the opportunity of serving as their representative for sixteen (16) years.

James Blowers and Elizabeth Herkenham, members of the Burnt Hills-Ballston Lake Board of Education, gave a presentation on the status of the challenges of preparing the upcoming budget.

Supervisor Southworth stated that School Superintendent James Schultz is going to meet next week with Highway Superintendent Joseph Whalen to see if there is the possibility of some shared services.

Councilwoman Ireland said that the Governor is holding back funds that are due to the school districts. How is the district doing in relation to that?

Mr. Blowers replied that because the school district handled the money OK, if the money is received by June, the school district should be all right.

Councilwoman Ireland said to keep in touch following the process of the GEIS.

Arnold Palmer asked what the percentage of the budget increase is going to be. It was replied 2.2%. Mr. Palmer then asked why people are not allowed to speak at the School Board meetings. Everything has to be written down.

It was replied that residents are allowed to speak but it helps if they present some of their concerns in writing.

A motion was made by Timothy Szczepaniak and seconded by Jeremy Knight to approve the minutes of the Board of Health Meeting, the two special meetings and March regular meeting as corrected. Roll Call: ayes – all; Noes – none. Carried.

Building Inspector Thomas Johnson, Highway/Water Superintendent Joseph Whalen, Animal Control Officer Thomas Shambo, Library Director Karen DeAngelo, Supervisor Patricia Southworth, and Town Clerk Muriel Swatling submitted reports for March, and they are on file in the Town Clerk's office.

Supervisor Southworth presented her financial report for March.

A motion was made by Kimberly Ireland and seconded by Jeremy Knight to approve the Supervisor's report. Roll Call: Ayes – all; Noes – none. Carried.

Supervisor Southworth reported that there will be parade in the Village of Ballston Spa on May 7, 2010 to honor 2010 Olympian Trevor Marsicano. There will be an Equine Show at the 4-H Training Center on April 10 and 11. The ProAct prescription drug card is showing an increase in use. There have been 5,487 claims with a price savings of 44%. New York State is introducing a new system called New York Alert System which will notify residents when a moderate or high level sex offender moves in or out of their community. Supervisor Southworth said that the Board had questions regarding the Veterans Concert. A concert will be held and there is a possibility that it will be held on a Saturday afternoon.



Arnold Palmer spoke regarding the negativity that sometimes surrounds a topic. Maybe we need more. There is too much spending in the Town. Lots of people don't want parks; are for the few and not for the many. We need to set up rules and regulations. The Town needs to look into the Ethics Law since it seems there are some changes that need to be made. Where is the parcel that needs to come out of the Watershed Protection Overlay District? Mr. Palmer would like to see a wetlands map of the area affected.

Paul Simpson asked why the Burnt Hills-Ballston Lake School Board members were here.

Supervisor Southworth replied that it was an informational meeting to keep everyone informed.

The following items were presented for discussion and action.

10-53: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to authorize the Town's participation in the annual roadside Clean-Up Day on May 1, 2010 to include the use of a Town truck and to provide plastic bags. Roll Call: Ayes – all; Noes – none. Carried.

10-54: A motion was made by Kimberly Ireland and seconded by Jeremy Knight to approve the Court Security Corporation Contract for 2010 with the same rates as last year's contract. Roll Call: Ayes – all; Noes – none. Carried.

The Town received a letter of resignation from the Zoning Board of Appeals from Michael Groves.

10-55: A motion was made by Kimberly Ireland and seconded by Jeremy Knight to accept the resignation of Michael Groves from the Zoning Board of Appeals. Roll Call: Ayes – all; Noes – none. Carried.

Richard Kinney is an alternate on the Zoning Board and his name was proposed to fill the unexpired term of Michael Groves. Councilwoman Ireland said she had worked on a committee with Mr. Kinney, and although they didn't always see eye to eye, he is the definition of gentleman.

10-56: A motion was made by Kimberly Ireland and seconded by Jeremy Knight to appoint Richard Kinney to the Zoning Board of Appeals to complete the unexpired term of Michael Groves commencing April 7, 2010 and ending December 31, 2010. Roll Call: ayes – all; Noes – none. Carried.

There are two alternate positions vacant on the Zoning Board of Appeals. The names presented to fill these positions are John Antoski and Patrick Maher.

10-57: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to appoint John Antoski as first alternate member of the Zoning Board of Appeals for a term commencing April 7, 2010. Roll Call: Ayes – all; Noes – none. Carried.

10-58: A motion was made by Kimberly Ireland and seconded by Jeremy Knight to appoint Patrick Maher as second alternate member of the Zoning Board of Appeals for a term commencing April 7, 2010. Roll Call: Ayes – all; Noes – none. Carried.

There is one alternate position vacant on the Planning Board. The name presented to fill this position is Timothy Northrup.



10-59: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to appoint Timothy Northrup as second alternate member of the Planning Board for a term commencing April 7, 2010. Roll Call: Ayes – all; Noes – none. Carried.

The members of the Planning Board and the Zoning Board of Appeals have to complete credit hours annually to fulfill the New York State requirements for continuing education.

10-60: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to accept the training provided by the Capital District Regional Planning Commission, Local Government Planning and Zoning Workshop, to complete the New York State requirements for continuing education for Planning Board and Zoning Board of Appeals members. Roll Call: Ayes – all; Noes – none. Carried.

The Town has proposed a Multi-Town Agreement for shared services to be utilized when Town Highway Departments work together on projects benefitting both towns.

10-61: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to approve the following Multi-Town Agreement for shared highway services. Roll Call: Ayes – all; Noes – none. Carried.

1. For purposes of this contract, the following terms shall be defined as follows:

a. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned city/county/town or village.

b. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

a. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

b. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

c. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

d. the maintenance of machinery or equipment by a municipality for other municipalities.



d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, the superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality, provided that the Town Board of the Town of Ballston has by resolution agreed that the Town of Ballston shall be so bound to that filing municipality. The Town of Ballston may, by resolution, terminate this contractual relationship with any municipality at any time.

3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the limitations set forth in paragraph 2, above, and the following terms and conditions:

a. The Town of Ballston agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Ballston. The determination as to whether such machinery, with or without operators, is needed by the Town of Ballston, shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

b. The Town of Ballston agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the best interests of the Town of Ballston to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Ballston, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

c. The Town of Ballston agrees to repair or maintain machinery or equipment for any municipality under terms that may be agreed upon by the superintendent, upon such terms as may be determined, by the superintendent.

d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.



e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

g. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.



10. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.
11. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.
12. The record of all transactions that have taken place as a result of the Town of Ballston participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the Town -governing board, shall be submitted to the Town Board annually on or before the first day of December of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.
13. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.
14. This contract shall be reviewed each year by the Town of Ballston and shall expire five years from the date of its signing by the chief executive officer. The Ballston Town Board may extend or renew this contract at the termination thereof for another five year period.
15. Copies of this contract shall be sent to the clerk and the Superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the superintendent.

Highway Superintendent Joseph Whalen has requested permission to attend Highway School in Ithaca from June 7 – June 9, 2010.

10-62: A motion was made by Timothy Szczepaniak and seconded by Kimberly Ireland to approve Highway Superintendent Joseph Whalen’s attendance at Highway School in Ithaca from June 7 – June 9, 2010. Roll Call: Ayes – all; Noes – none. Carried.

The Burnt Hills-Ballston Lake School District has requested the use of (4) voting machines and the services of Voting Machine Custodian Charles Hildreth for the School Budget Vote on May 18, 2010.

10-63: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to approve the use of four (4) voting machines and the services of Voting Machine Custodian Charles Hildreth by the Burnt Hills-Ballston Lake



School District for their Budget Vote on May 18, 2010. The Voting Machine Custodian services are \$75.00 per voting machine to be paid by the School District. Roll Call: Ayes – all; Noes – none. Carried.

There is going to be a parade in the Village of Ballston Spa on May 7, 2010 honoring Olympic Speed Skater Trevor Marsicano. The Town is preparing a resolution to be presented to Trevor Marsicano honoring him on his Olympic achievement.

10-64: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to approve the following resolution honoring Trevor Marsicano on his Olympic achievement. Roll Call: Ayes – all; Noes – none. Carried.

WHEREAS, Trevor Marsicano was born April 5, 1989 and is a native of Ballston Spa; and

WHEREAS, Trevor Marsicano is the loving son of Randy and Linda Marsicano and big brother to Samantha, and was home schooled by his parents for high school and graduated in 2006; and

WHEREAS, Trevor Marsicano began skating at age one, participated in ice hockey for 8 years before switching to the sport of speed skating; and

WHEREAS, Trevor Marsicano suffered a life-threatening injury in 2004 and after a seven month recovery began skating again; and

WHEREAS, Trevor Marsicano trains at the Pettit National Ice Center in Milwaukee and is coached by Saratoga County Resident Paul Marchese; and

WHEREAS, Trevor Marsicano became the first American to win four medals in the 2009 World Single Distance Championships earning gold in the 1000 meter, silver in the 1500 meter and bronze in the 5000 meter and team pursuit; and

WHEREAS, Trevor Marsicano was ranked fifth overall after earning a bronze in the 1500m, sixth in the 5000m, eighth in the 10,000m and ninth in the 500m at the 2009 World All-Around Championships; and

WHEREAS, Trevor Marsicano competed in the 2010 Olympic Games in Vancouver, Canada placing fourteenth in the 5000m with at time of 6:30.93, tenth in the 1000m with at time of 1:10.11 and fifteenth in the 1500m with a time of 1:47.84; and

WHEREAS, Trevor Marsicano showed exceptional teamwork in the 2010 Olympic Team Pursuit Event finishing second and earning an Olympic Silver Medal; now, therefore, be it

RESOLVED, The Town Board of the Town of Ballston on behalf of all its residents wants to applaud Trevor Marsicano's determination and perseverance through difficult times, formally recognize his hard work and exceptional accomplishments in Speed Skating, his contribution to the US Olympic Team and earning an Olympic Silver Medal.



Kirk Haner has requested permission to have Burnt Hills-Ballston Lake Water District No. 2, Ext #14 extended to include his parcel 248.-1-8.42 located at 371B Goode Street.

10-65: A motion was made by Jeremy Knight and seconded by Kimberly Ireland to approve the request of Kirk Haner to extend Burnt Hills-Ballston Lake Water District No. 2, Ext. #14 (Goode Street) to include his parcel 248.-1-8.42 located at 371B Goode Street. Roll Call: Ayes – all; Noes – none. Carried.

The Town has an application to remove parcel 249.-3-72.1 from the Watershed Protection Overlay District. A public hearing has to be held for this process.

10-66: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to set a public hearing for April 27, 2010 at 7:20 p.m. to receive input on the application for the removal of parcel 249.-3-72.1 from the Watershed Protection Overlay District. Roll Call: Ayes – all; Noes – none. Carried.

10-67: A motion was made by Kimberly Ireland and seconded by Jeremy Knight to accept the donation of \$1,515.00 from Andrew Hagan toward the purchase of an AED for the Town Hall as part of his Eagle Scout Project.

Increase Miscellaneous Gift and Donations (2705) by \$1,512.00

Increase Public safety Account (A3010.2) by \$1,512.00

Roll Call: Ayes – all; Noes – none. Carried.

AT&T has requested a decrease in the amount it is paying to lease space on the water tower. They have proposed paying \$10,000 per year. They are now paying \$936.77 per month. They also asked to decrease the yearly increase by 5%.

10-68: A motion was made by Patricia Southworth and seconded by Kimberly Ireland to deny the request of AT&T to decrease the amount of its lease to \$10,000 annually and to decrease the yearly increase per year by 5%. Roll Call: Ayes – all; Noes – none. Carried.

Councilman Szczepaniak said that the Town Board has to take a strong look at the Budget every month. He would like to have a comparison every month.

Supervisor Southworth asked when the RFP for cleaning is going to be done.

Councilman Szczepaniak asked if there would be an advantage to partnership three (3) towns for a Health Plan.

Councilman Szczepaniak replied to Arnold Palmer about a previous statement that was made. Mr. Szczepaniak said that Mr. Palmer should be excited about a gift that was left to the Town.

Attorney Brower stated that this (the park land acquisition) should be completed by the end of the summer. There is a possibility that the accounting may be done by the end of July.

Councilman Szczepaniak said that a letter went out seeking property for a new town park.

Supervisor Southworth asked how much percentage should be set aside for maintenance.



10-69: A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to move to Executive Session to discuss legal matters. Roll Call: Ayes – all; Noes – none. Carried.

10-70: A motion was made by Timothy Szczepaniak and seconded by Kimberly Ireland to move out of Executive Session and reopen the regular meeting. Roll Call: Ayes – all; Noes – none. Carried.

Supervisor Southworth stated that the matter discussed was the Dollar General Strip Mall located on Route 50.

A motion was made by Kimberly Ireland and seconded by Timothy Szczepaniak to adjourn the meeting. Roll Call: Ayes – all; Noes – none. Carried.

Respectfully submitted,

Muriel K. Swatling
Town Clerk





***Privilege of the Floor is limited to 5 minutes per person. If additional time is required, time will be provided at the end of the meeting.