

**TOWN OF DRYDEN
TOWN BOARD MEETING
June 6, 2001**

Board Members Present: Supv Mark Varvayanis, Cl T Hatfield, Cl Ronald Beck,
Cl C Hatfield, Cl Deborah Grantham

Other Elected Officials: Bambi L. Hollenbeck, Town Clerk
Jack Bush, Highway Superintendent

Other Town Staff: Mahlon R. Perkins, Town Attorney
Henry Slater, Zoning Officer
David Putnam (TG Millers), Town Engineer

**PUBLIC HEARING
SPECIAL PERMIT APPLICATION OF CINGULAR WIRELESS
TO CO-LOCATE A WIRELESS COMMUNICATION ANTENNA ON AN
EXISTING TOWER AT 629 MT PLEASANT ROAD**

At 7:10 p.m. Supv Varvayanis opened the public hearing and Town Clerk read the notice published in *The Rhaca Journal*.

Greeley Ford, Project Manager for Cingular Wireless, explained that they would like to co-locate a couple of antennas on an existing Eagle Broadcasting facility on Mt Pleasant Road. It is an existing structure that has been there since the 1970's. There will be a prefabricated equipment shelter located at the base. They have offered to install additional fencing around their facility and around the guy anchors. This site (the second one in Town) will improve service around the Town of Dryden. The site was chosen because it fits within the grid and they also wanted to comply with the wishes of the ordinance to co-locate if possible. The Route 13 corridor will benefit in coverage from this additional site.

Shirley Egan, Associate University Counsel, has written to Town stating that the University objects to the issuance this permit without their consent as it owns the property on which the tower is located and that it is not prepared to give its permission at this time. When asked by Supv Varvayanis whether she had anything to add to the letter Ms Egan responded that she did not.

Atty Perkins - The application speaks for itself. It chooses the use of an existing tower which is a favored approach. I think the issue with respect to the complete application can be dealt with by a waiver if the Town Board feels that the application is otherwise complete. It seems to me it's a matter between Cingular and the lessee and the lessor, not the Town.

Supv Varvayanis showed the letter from Cornell to Mr. Ford.

Cl Grantham - So, if we give a permit, it could only be exercised if Cornell agreed?

Atty Perkins - I wasn't suggesting that it be conditioned on Cornell doing anything. I think the relationship between the lessor and the lessee and Cingular is outside of the province of this board. That's up to them to work out.

6-6-01

Cl Grantham - That's what I mean. If we gave a permit and Cornell chooses not to allow it to happen, they still can. It's not up to us either way.

Atty Perkins - Right. That issue is not before this board.

Cl Grantham - However, do we have any business giving a permit if this is going on?

Atty Perkins - I don't see any reason why the Town couldn't give a permit. All you are doing is giving permission to do something that's otherwise lawful. All the permits we give contain a condition that they comply with all applicable other requirements, approvals and so forth. They've gotten by us, that's all. It's still up to them to make sure they are not in violation of any lease provision.

Supv Varvayanis - I thought that Cornell's position was not that it was in violation of their lease to Eagle Broadcasting, but it was in violation of our tower ordinance.

Atty Perkins - But you can waive that technicality. Certainly Eagle is there and you have Eagle's permission and Eagle occupies it under a 50-year lease. For our purposes, I think that's probably sufficient.

Cl T Hatfield - Given the overall purpose of encouraging co-location, everything else here seems to be in order according to our consultants.

G Ford - May I bring to the Board's attention Exhibit C, which is the lease between Cornell University and Eagle Broadcasting. If you turn to page 10 where it says sublease or assignments. I'll read it out loud: "The tenant shall not assign or sublet or permit or suffer the premises or any portion thereof to be occupied by any party other than the tenant, its officers and employees and its customers, agents and invitees in the normal course of tenant's business, without the express written consent of the landlord. However, it is agreed that the consent of the landlord shall not be required for the assignment or sublet by tenant to a successor or to a subtenant in the operation of a radio station or for communication purposes. Tenant shall give landlord notice of such assignment or subletting. Landlord shall not be obligated to give its consent to the assignment or subletting of the premises for any purpose which is not a permitted use." So I would take it by that that Eagle Broadcasting does have to notify Cornell, but they don't have to get permission. Not for us anyway, because we are a communications company.

Supv Varvayanis - I take it slightly differently. I think they have to get permission but I think Cornell is obligated to give it.

G Ford - It doesn't say that.

Supv Varvayanis - It says they're not obligated to give permission for a non-conforming use, which would imply they are obligated to give it for a conforming use.

Cl Beck - Either way, it's not our jurisdiction.

Cl T Hatfield - It's obviously a contractual matter.

Shirley Egan - That's one clause of the contract. I'm sorry, I don't think it is a matter for the Town Board to have to wade into. We merely expressed our concern that we had not even been asked in accordance with the Town's special site plan review for this tower, we had not even been asked to sign as an owner of it. The language in question here that was quoted here I don't think is what's relevant. The lease in fact has to be renegotiated in order to permit this additional use. So we are not even to the consent to assignment portion of this lease yet.

That's what's been under discussion between the parties for the last 18 months. But again, I don't think that's something that this Board has to arbitrate. I don't mean to draw you into it. We merely informed the Board that we had not been asked to give our permission and in fact did not give our permission under the Town's law.

Ken Cowan, President of Eagle Broadcasting - I'm not an attorney and I don't wish to make any legal opinion on this contract, except that I have talked to a tower corporate attorney and he told me that it was very clear that we have done everything that needs to be done. We planned to inform Cornell that Cingular was coming up here after we got the approval from this Board. There have been no negotiations to renegotiate this contract whatsoever. I received several phone calls from Cornell on completely different subjects and I respectfully disagree with Miss Egan as deeply as possible. I have a copy of this clause on the contract.

Supv Varvayanis - I have to agree with Mahlon. I don't think that's something we should get involved in.

Cl T Hatfield - We'll just deal with the application that we have, and let business conduct itself.

Cl Grantham - So as long as Eagle Broadcasting gives it's permission, under our Town Law that's sufficient?

Atty Perkins - I believe so, yes. Any rights Cingular gets has to come through Eagle.

Supv Varvayanis - If there are no more questions or comments on this issue, I'll close this hearing and move on to our next site.

PUBLIC HEARING

APPLICATION OF INDEPENDENT WIRELESS ONE TO CO-LOCATE A WIRELESS COMMUNICATION ANTENNA ON AN EXISTING TOWER AT 204 WALKER ROAD

Supv Varvayanis opened the public hearing at 7:22 p.m. and Town Clerk read the notice published in *The Ithaca Journal*.

Margaret Smith, Independent Wireless One representative - The application was submitted to your consultant, Dick Comi, and we've worked with him. He's deemed it complete and any questions you might have, I'd be glad to answer. We're co-locating on an existing tower. We've submitted views of it. It's an unmanned site and will be visited approximately once a month by a technician.

Dori Bakos, Walker Road, stated that her property borders Dedricks, and she lives on Walker Road, in the Town of Virgil, Cortland County. She did not receive any notification of this application. ZO Slater said that he had notified the Town of Virgil and they should have contacted her. Mrs Bakos stated that it was up to the Town of Dryden to notify her directly. She was not in favor of the tower in the first place, did not agree to the addition on it and she is not agreeing to this. She states they are closer than other people who were notified of the hearing and that when she wanted to do something in Virgil she had to send certified letters to those people in Dryden who bordered her. Supv Varvayanis pointed out that she was now here expressing her opinion. Mrs Bakos stated they were not notified of the 911 tower that is going up near them and it affects them more than anyone.

ZO Slater apologized to Mrs Bakos for not sending her notification and read language from the town's tower ordinance stating that property owners within 1500' of the property line

of the parcel on which the tower is located were to be notified in writing of the public hearing. Mrs Bakos stated they are within 1500'.

Supv Varvayanis suggested that since property owners in Virgil had not received notification in writing that the hearing be adjourned until next month and notify those property owners in Virgil. ZO Slater explained that notification was made pursuant to the list provided by the applicant, and he believes that Ms Bakos' property is about 1700' from the road. The board reviewed the map submitted with the application and was unable to determine from it whether Mrs Bakos' property fell within the 1500' radius.

Ms Smith did not want to adjourn the hearing until July and Supv Varvayanis explained that since there may be a question of whether proper legal procedure was followed and there may be a lawsuit, it makes more sense to have a properly noticed public hearing.

Cl Beck asked Mrs Bakos to state what her specific objections to the tower are, in addition to claiming not having been properly noticed. Mrs Bakos stated that the towers/antennas interfere with their television reception and their telephone and her husband has lost his thyroid after one of the towers was erected.

Rusty Monroe is concerned with the statement that the towers/antennas are causing interference because that would mean that a user is transmitting off frequency and interfering with other communications. He asked ZO Slater to call him in the morning to discuss how to deal with that. ZO Slater stated that the County tower is situate directly across from the Bakos' house and the Town has no control over it. Mrs Bakos stated that tower is aimed right at their house.

M Smith stated that they have to submit that they are within their spectrum and have tests done annually to show that they have not gone outside their spectrum. That can be reviewed by the Town's consultants.

Atty Perkins pointed out that on the survey by Clough Harbour submitted by the applicant there is a property within 1500' that was not notified. He also stated that the local law does not say anything about notice being limited to those within Town boundaries. Cl Grantham asked ZO Slater to add Mrs Bakos to the notification list, regardless of whether she was within the required distance.

Atty Perkins - I think what you need to do is provide an area map that shows where that 1500' radius falls and all the properties within it. This just shows 1500' in one direction. It doesn't show 1500' to the north or to the south or to the west. This so-called comprehensive site plan apparently is not very comprehensive.

After further discussion, the Board decided to reschedule the hearing for July 11 which would allow time for the applicant to prepare a new map and for Comi Communications time to look at the spectrum issues.

**PUBLIC HEARING
APPLICATION OF JAMES BROWN
FOR SPECIAL PERMIT MODIFICATION TO PROVIDE COMMERCIAL/
HOUSEHOLD GOODS STORAGE AT 1131 DRYDEN ROAD**

Supv Varvayanis opened the public hearing at 7:45 p.m. and Town Clerk read the notice published in The Ithaca Journal.

Jim Brown explained that the building at 1131 Dryden Road is large and using it for storage would not require any additional employees, as it would be self-storage, self-service.

He does not anticipate any noticeable extra traffic. Mr. Brown noted that in the time his business has been at this address he has tried to be a good neighbor as he realizes there are residential as well as commercial areas in the vicinity. They are pleased to be at the location and would like to make a slight modification in their permit to be allowed to store household goods and personal items and business items from buildings, offices and homes. They do disaster restoration and after the items are cleaned up and/or rebuilt, they hold items for the insurance companies until the items can be restored to their original location. This self-storage addition would be compatible with that and he is anticipating 50-60 storage units.

Mr. Brown pointed out on a sketch the area of the building to be used for the self-storage business. There will be "cages" for customers to use for storage of their items. ZO Slater stated the area would be inspected to be sure the exit path is clearly identified and unobstructed. Mr. Brown stated that customers would not be allowed to store anything that is flammable or any kind of food items. He said this is a good use of space that is not currently needed for his business and provides additional income until such time as his cleaning business expands and needs the space.

ZO Slater stated that the current standard conditions of approval would be sufficient for this permit and other previous conditions should be kept in place.

Jack Ford of Oakbrook Drive stated that he has a right of way over this property and according to ZO Slater, Mr. Brown had agreed to keep it open. Mr. Ford states that Mr. Brown and/or his tenants block the right of way and/or the road. The right of way has been in place for over 50 years. It was noted that Mr. Ford does have other access from Oakbrook Drive. Mr. Ford was concerned about two red barrels that had been outside the building for a few days and wondered what was in the barrels. Mr. Brown stated that someone had asked him to pick up a few empty barrels from Seneca Supply and they had been picked up by that person. Another friend of Mr. Brown's had parked his tractor trailer on the side of the road for a few days.

Supv Varvayanis closed the public hearing at 8:00 p.m.

**PUBLIC HEARING
APPLICATION OF BRUCE BAKER, B & B FLOORING,
TO RELOCATE EXISTING BUSINESS TO 2215 DRYDEN ROAD**

Supv Varvayanis opened the public hearing at 8:00 p.m. and Town Clerk read the notice published in *The Ithaca Journal*.

Bruce Baker displayed a site plan of the property showing the existing buildings and the location of the building to be built and driveways and parking. He is requesting a permit to build a 5000 square foot, single story, stick built structure to house his existing business, currently located at 20 Elm Street in the Village of Dryden. The will utilize the existing septic and well. The new building will be finished in the same appearance of the current commercial building (horizontal siding, asphalt shingles). The building will be used for showroom, offices and storage, to house the business in its entirety. The existing buildings are currently used as residences although one was originally built for commercial use. There has been no written response from the Tompkins County Health Department, although they have verbally consented to the connection of one toilet to one of the existing septic systems.

ZO Slater's assessment of the site distance is marginal for truck traffic at 60 mph, and he noted that is assuming that they can get up to 60 mph at that point. The 45mph speed zone ends about 300' down the road, but he thought it was better to make that analysis due to traffic volume on that road.

There are 42 parking spaces allotted for the facility and Mr. Baker pointed out the parking plan on the map. He expects three to five truck deliveries per week.

Supv Varvayanis closed the public hearing at 8:10 p.m. and opened the Town Board meeting.

With respect to the application of Cingular Wireless, Supv Varvayanis stated that it appears that Eagle Broadcasting has to obtain permission from Cornell University for the co-location, however it seems from their contract that Cornell must give it to them. All other requirements of the Town have been met. The Board reviewed the environmental assessment form submitted for the Cingular Wireless application (contained in file).

**RESOLUTION #138 - SEQR NEG DEC CINGULAR WIRELESS ONE
CO-LOCATION AT MT PLEASANT ROAD TOWER**

Cl Grantham offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board issue a negative declaration based on the SEQR review for the special permit application of Cingular Wireless to co-locate on an existing tower at Mt Pleasant Road in the Town of Dryden. This is an unlisted action and the Town of Dryden is the lead agency in uncoordinated review. The Supervisor is authorized to sign all necessary documents.

2nd Cl T Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Cl Beck asked Atty Perkins if he was satisfied that Cingular One had met all the Town's concerns.

Atty Perkins - I think that with the one issue being addressed, that is whether the owner has signed, if you want to grant a waiver under Section 29 of Local Law #2 of 1998, then that issue would be taken care of and you could deem the application complete and be free to act.

R Monroe - We have recommended three conditions. One, that a \$25,000 removal bond be in place with the Town prior to the issues of the building permit and start of construction. Secondly, that we with the assistance of Cingular complete a review of the structural integrity of the tower, foundations and soil at the site, and certify to such prior to the issuance of a building permit and start of construction. And three, that the Town receive from Cingular Wireless a Certificate of insurance demonstrating the existence of the required insurance prior to the issuance of the building permit and start of any construction.

G Ford - According to your ordinance I believe it says that the Town has to remain an additional insured, and I question that because the structure and the property are not owned by the Town. I would think that we would need proper insurance for construction and so forth, but not name the Town and the consultant as an additional insured.

Atty Perkins - The purpose of it is for liability should the Town be named a party in any action involving the tower. If the tower falls down and damages property or injures someone, and the Town gets named as a party we want to make sure we are additional insureds.

Supv Varvayanis - Is there any reason you object to having us named.

G Ford - It just seems unusual when you are not the landlord or property owner.

R Monroe - The Town does have potential exposure as the entity that issued the permit.

G Ford - I'm just asking, I'm not objecting.

Cl T Hatfield - On the Section 29 waiver, do you recommend we do that by separate resolution, or can we do that as part of the approval.

Atty Perkins - I think you ought to do it by separate resolution. It's relief that they're requesting. It really doesn't have anything to do with your approval.

RESOLUTION #139 - WAIVE REQUIREMENT FOR CINGULAR WIRELESS APPLICATION

Cl T Hatfield offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board, under Section 29 of Local Law 2 of 1998, hereby waives the signing of the application by the property owner in connection with the application of Cingular Wireless because it has been signed by the lessee.

2nd Cl Beck

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

RESOLUTION #140 - APPROVE CINGULAR WIRELESS APPLICATION FOR CO-LOCATION

Cl Beck offered the following resolution and asked for its adoption:

WHEREAS, Cingular Wireless has selected the Town's number 1 priority for location;
and

WHEREAS, Cingular Wireless has requested certain relief from the Town's Ordinance based on co-locating on an existing facility, and the Town's consultant recommends granting the relief as requested in the application; and

WHEREAS, the Town's consultant has determined that Cingular Wireless has complied with the requirements of the Town's Ordinance for a co-located wireless telecommunications facility;

NOW, THEREFORE BE IT RESOLVED that the Town Board of the Town of Dryden, New York issue a Special Use Permit to Cingular Wireless to Co-locate a wireless telecommunications facility on an existing tower located on Mt. Pleasant Road in the Town of Dryden, New York to provide service essentially within the Town of Dryden with the following conditions:

1. That a \$25,000 removal bond be in place with the Town prior to the issuance of the building permit and the start of construction.

2. That Comi Telecommunications Services, with assistance of Cingular Wireless complete a review of the structural integrity of the tower, foundations and soil at the site, and certify to such, prior to the issuance of the building permit and the start of any construction.

3. That the Town receive from Cingular Wireless a Certificate of Insurance demonstrating the existence of the required insurance, prior to the issuance of the building permit and to the start of any construction.

2nd Cl C Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

G Ford on behalf of Cingular Wireless thanked the board for their time and dedication to public service.

Cl Beck - With regard to the Wireless One application, do we need to move to continue the public hearing?

Supv Varvayanis - We asked Henry to reschedule for next month.

Atty Perkins -What you should do is make a finding that the application is incomplete and that it can be rescheduled as soon as that, provided Henry is given all the required information about all the property owners.

Cl Grantham - And the spectrum analysis.

Atty Perkins - I think you should adopt a resolution determining that the application is incomplete and specify what it is you are looking for.

RESOLUTION #141 - DETERMINATION THAT APPLICATION OF WIRELESS ONE IS INCOMPLETE

Cl Grantham offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby determines that the application of Wireless One to co-locate on an existing telecommunications tower on Walker Road in the Town of Dryden is incomplete and that upon receipt of the following a public hearing will be scheduled:

1. Complete list of landowners;
2. Site map that shows all landowners within the circle of radius of 1500 feet;
3. Spectrum analysis.

2nd Cl C Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Cl Grantham stated that Mr. Brown is talking about 50-60 storage units so traffic should be discussed. Mr. Brown stated that most people will store their belongings and may

return only once or twice in a year's time. Board concurred that it would probably not generate much traffic.

Board reviewed the environmental assessment form in connection with the application of Jim Brown (contained in file).

Joyce Gerbasi stated that Mr. Brown had said he would not allow any flammable materials to be stored, but she would like to see some restrictions on what types of materials are allowed if there is no environmental impact.

RESOLUTION #1048 - SEQR NEG DEC FOR APPLICATION OF JIM BROWN FOR SELF-STORAGE UNITS AT 1131 DRYDEN ROAD

Cl T Hatfield offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board issue a negative declaration based on the SEQR review for the special permit application of James Brown for self-storage units at 1131 Dryden Road in the Town of Dryden. This is an unlisted action and the Town of Dryden is the lead agency in uncoordinated review. The Supervisor is authorized to sign all necessary documents.
2nd Cl T Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

ZO Slater - Mr. Brown has asked for the storage of household goods. Typically you wouldn't find hazardous materials in household goods. If you restrict it to as applied for and in conformance with item #3 of the current standards of approval, I believe you have it covered, keeping the prior flammable issue as you handled it three years ago. You have to also remember that there are certain restrictions that the building codes now place on Mr. Brown and his storage activities in any event.

Cl Grantham - What are those restrictions?

ZO Slater - There will probably be no liquid flammables of any type permitted in that type of construction. No hazardous materials in that type of construction because there wouldn't be any ability for containment, so they wouldn't be permitted. From what he has explained to me he is looking at this as a place where you store your summer clothes in the winter, the furniture while you're having renovation done, materials of that nature. Granted furniture is flammable and is a hazard, but a very low hazard. It is something you can store there.

Cl Grantham stated there are many household chemicals that are hazardous for reasons other than flammability.

ZO Slater - But those aren't household goods, those are household products I would say. So if you kept it to household goods, wares, not products. Theoretically if you stored your lawnmower there you would have to drain it of all fluids before storage. I can't assure you that will happen because it will be dependent on somebody to see to it that it happens. If that's in your lease policy, you're somewhat covered.

J Brown - And I can put signs all over the place stating that and I can remind them. And of course no smoking in the building or anything like that.

Cl Grantham - We need to update the standard conditions of approval to July 2000. We had hours of operation 9-6 Monday through Friday, Saturdays by appointment, and no outside storage of trash. We could add no chemical storage including household chemicals.

Board discussed with applicant the hours of operation. It was noted that people would want to access to their property at other than normal working hours. The self storage operation will be 24 hours and the rest of the business should remain as it is.

Atty Perkins noted that this is a separate special permit application, and Mr. Brown already has a vested right in the other permit.

Cl Grantham asked Mr. Brown to provide some sort of indoor trash receptacle for this portion of the business.

RESOLUTION #143 - APPROVE J BROWN SPECIAL PERMIT FOR SELF-SERVICE STORAGE AREA

Cl Grantham offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby approves the special permit application of James Brown to operate a self-service storage area at 1131 Dryden Road, subject to the following conditions:

1. Standard Conditions of Approval (7-12-00);
2. Hours of operation shall be 24 hours per day, seven days per week;
3. No storage of hazardous chemicals;
4. No outside storage of trash.

2nd Cl C Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

ZO Slater reminded Mr. Brown he would need to file for a construction permit.

Board reviewed the environmental assessment form for the application of Bruce Baker, B & B Flooring (contained in file).

RESOLUTION #144 - NEGATIVE SEQR DECLARATION - B & B FLOORING

Cl T Hatfield offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board issue a negative declaration based on the SEQR review for the special permit application of Bruce Baker, B & B Flooring, to relocate his flooring business to 2215 Dryden Road in the Town of Dryden. This is an unlisted action and the Town of Dryden is the lead agency in uncoordinated review. The Supervisor is authorized to sign all necessary documents.

2nd Cl T Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes

Supv Varvayanis	Yes
Cl C Hatfield	Yes
Cl Grantham	Yes

Cl Beck noted that the B & B Flooring application lacked a drainage plan and health department approval and ZO Slater stated that the standard conditions of approval would address those issues.

**RESOLUTION #145 - APPROVE SPECIAL PERMIT APPLICATION OF
B & B FLOORING**

Cl Grantham offered the following resolution and asked for its adoption:

RESOLVED, that this Town board hereby approves the special permit application of B & B Flooring (Bruce Baker) to relocate his flooring business to 2215 Dryden Road, subject to the following conditions:

1. Standard conditions of approval (7-12-00) shall apply;
2. Hours of operation shall be 9:00 a.m. to 5:00 p.m. Monday through Friday, 9:00 a.m. to 1:00 p.m. Saturdays, and closed on Sundays.

2nd Cl T Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	No
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Supv Varvayanis stated that he voted no because he did not like the site distance.

Supv Varvayanis - I have been in contact with Bernie Thoma. He thinks hopefully with luck we'll have a closing on the Cayuga Press/HUD matter. It might be done before I leave on the 12th. Just in case it's not, I'd like to give approval for Deb to sign the contract.

Atty Perkins - I think Bernie sent you a sample resolution and I think in the second line of the resolved provision, just add the words "or in his absence the Deputy Town Supervisor" and that will cover it.

Supv Varvayanis - Bernie offered to come next week and give any presentation you may want.

Cl T Hatfield - I think we all have a good handle on this. Unless someone else thinks we need to, I think we should get it to HUD as fast as you can.

Supv Varvayanis - It's supposed to happen any day. Just remember if you hear anything, get in contact with Dianne right away so she can get the money on its way.

Atty Perkins - They still owe us some documents. If you pass this resolution we'll be ahead of them.

Cl Grantham - I'm out of town June 19 through the 30th.

Atty Perkins - Mark will be gone also.

RESOLUTION #146 - AUTHORIZE SUPERVISOR TO SIGN LOAN DOCUMENTS FOR CAYUGA PRESS/HUD LOAN

Cl T Hatfield offered the following resolution and asked for its adoption:

WHEREAS, the Town of Dryden has heretofore made application to the United States Department of Housing and Urban Development ("HUD") for a grant under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, through the Small Cities Community Development Block Grant Program (the "HUD Grant"); and

WHEREAS, such application has been duly accepted pursuant to conditions by HUD, and the HUD Grant in the amount of \$400,000 was awarded to the Town on August 11, 1999; and

WHEREAS, the Town wishes to make a Loan to Cayuga Press of Ithaca, Inc. in the amount of \$385,000;

NOW, THEREFORE the Town Board authorizes the Town Supervisor, or in his absence the Deputy Town Supervisor, to sign all required loan documents based upon the recommendations of the Town Attorney and issue a check for \$385,000 in CDBG funds to Cayuga Press of Ithaca, Inc., conditioned only upon final authorization from the appropriate HUD official.

2nd Cl Beck

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Supv Varvayanis - As far as the computer service contract, we only got one proposal, from Davelle Office Equipment.

Cl C Hatfield noted that they service Cotterill Agency, Town of Cortlandville, Town of Danby and Newark Valley.

Cl T Hatfield stated they are local.

RESOLUTION #147 - AUTHORIZE COMPUTER MAINTENANCE CONTRACT

Cl T Hatfield offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby authorizes the Supervisor to enter into a contract for computer hardware maintenance with Davelle Office Equipment based on the proposal received.

2nd Cl Beck

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Supv Varvayanis noted that the contract with the Project Impact Coordinator was for six months, to expire the end of June. ZO Slater stated that Matt Shulman had been doing a

very good job and feels the town is getting its money's worth. Cl Grantham said from everything she has seen he is doing a good job. Supv Varvayanis stated the contract could be extended for another six months, or at the pleasure of the board.

Atty Perkins - I think he is clearly an employee and should be treated as such.

Cl T Hatfield - The major issue of whether we put him on the payroll or not clearly comes down to costs associated with an employee versus an independent contractor and some risk that you assume if you've got an employee as opposed to an independent contractor who has provided us with a certificate of insurance. The IRS has a seven or eight point test which could make him an employee.

Atty Perkins - It's not just the IRS, it's workers' comp, dbl and so forth. Those are the risks.

Cl Beck - Maybe we should look into that.

Cl Grantham stated that at Cornell they have temporary positions which are contingent on funding. Supv Varvayanis stated that Mr Shulman does have his own consulting business out of his home, but he ends up doing most of the work here and where he does it is one of the tests. After further discussion, the board decided to extend the contract until the end of August, pending investigation of the employee/independent contractor issue.

RESOLUTION #148 - EXTEND PROJECT IMPACT COORDINATOR CONTRACT

Cl Beck offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby extends the contract with Matt Shulman as Project Impact Coordinator until August 8, 2001, and the Town Supervisor and Town Attorney will investigate the ramifications of considering Mr. Shulman as an employee of the Town.
2nd Cl T Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Cl Grantham recused herself from the following discussion:

John Heintz, representing Cornell University and the Lab of Ornithology - We are here tonight to request the Board's consideration of the relocation of Sapsucker Woods Road in accordance with previously submitted documents. Since the last meeting that we attended, we've been working closely with Mr. Perkins and we feel that we've been doing a good job at getting to where he wants to be and providing him with the assurances that he was looking for at the last meeting. I'll let Mr. Perkins address that, but we are looking for an approval tonight that would allow us to start construction.

Atty Perkins - Since we last visited this issue Cornell, through the efforts of John, has provided us with the following. We have a copy of a letter from the Department of Transportation to Cornell agreeing to sell to Cornell this property for the appraised price. We have a copy of the letter from Cornell to the Department saying "we'll do it". That isn't done; they don't have title to it yet, but obviously that would be something that could be or should be addressed in the agreement. We have also received from them a draft of the survey, a draft

description for the deed. This afternoon I received two abstracts of title which I have looked at only very quickly, together with a proposed deed and some other information. We have received and we've been negotiating with NYSEG the form of the easement that Cornell is going to grant to NYSEG and then the Town will take title subject to that easement and I think with the exception of one issue, that has been worked out satisfactorily. I did discuss this with Jack earlier.

Cornell has agreed to a ten foot wide easement on the outside of the curb for, if you will, a southerly portion of this property that's going to be acquired and then from point B northward and westward it will be a 12' easement outside of the Town's property entirely, which is good for the Town. Then we don't have to worry at all about other people's utilities within our property.

The one issue which is outstanding is that the easement gives NYSEG the ability to open-cut the road or any paved surface. Based on my discussions with Jack this is something he does not want because every time you open cut a road, you end up having to patch it, you get potholes there, you get water, you never get it right. This is going to be brand new road and there is no reason that in the future NYSEG should have the right to open cut it. There is apparently, and I cannot verify this yet, an existing NYSEG easement over part of the road which we are not actually getting title to but will be part of the road that is reconstructed by Cornell. This would be the southernmost portion where it connects to the existing Sapsucker Woods Road. I suggested to John that perhaps a compromise on this issue from the Town's perspective would be that no part of the newly constructed road or no part of the property which constitutes new area would be subject to this policy of open cutting, but if in fact the easement shows that NYSEG has that right on the existing road that's not being abandoned by the town and will be rebuilt, that we would probably live with that. That's something which is yet to be resolved. I don't know whether the existing easement grants NYSEG that right. In any event we believe they'd have to get a work permit from Jack. I just want to clarify that, but that shouldn't be a problem because they are used to that. So that's one issue that remains outstanding.

The other issue which remains outstanding and needs to be discussed is that Cornell in all of the drafts of the agreement which it has presented has not wanted to grant to the Town a warranty deed on the theory that "we don't give warranty deeds". I haven't gotten any legal theory why that can't be done, but I think perhaps what you need to discuss is whether you are willing to accept something less than a warranty deed as long as it conveys good and marketable title to you. That I leave for your consideration. Obviously you always try to get a warranty deed and when Cornell took title to these two properties they got warranty deeds and in fact on one of them they got a full covenant warranty deed.

That's something I leave to your discussion and decision, but with those issues being resolved I think we've gone and Cornell has gone as far as they can right now. I'll need a reasonable opportunity to finish my examination of the abstract and description and so forth, but it seems to me we are at a point where we need to resolve those two issues and then we can work on the final wording of the agreement. Then if the Town Board is satisfied and Jack is satisfied you could pass a resolution authorizing the Supervisor or in his absence the Deputy Supervisor to sign that and we could get started. I've only looked at it very quickly to look at the deeds in to Cornell and one is a warranty deed and the other's a full covenant.

CIT Hatfield - So what happened to the title that you can't give us what you got?

S Egan - What Cornell gives is a warranty that it, Cornell, has not done anything to impair title. This is a standard trustee deed. Not a quitclaim. We are warranting that Cornell has not done anything to impair the title. What Cornell won't do is warrant anyone else's period of ownership.

Cl T Hatfield - So you'll give us title insurance?

S Egan - No. It's marketable title so I don't see...

Cl T Hatfield - It's a curiosity to me why you won't give at least what you got.

S Egan - That doesn't always follow. Generally trustees or executors, anyone in a fiduciary position like that, never gives a warranty deed. Cornell is no exception. There has been no time literally in the 21 years that I have worked there that there's ever been a warranty deed and I've never seen one before that. Honestly, I don't think it's a matter of negotiation. I can't imagine the trustees would ever give one.

Cl T Hatfield - Do you think they would consent to that Mahlon?

Atty Perkins - I think they probably would. I would point out to you that Cornell took title as a corporation in both of these conveyances, not as trustees.

Cl T Hatfield - Where did the trustee think come in?

S Egan - We're a board of trustees.

Atty Perkins - And the trustees don't execute it. A vice-president of the university, a corporation, does it. The only covenant made in this proposed deed is they covenant they've "not done or suffered anything whereby said premises have been encumbered in any way except as aforesaid". That's what you're going to be getting.

Cl C Hatfield - She said they've owned it for years and years. I don't see why they'd hesitate giving a warranty deed.

S Egan - The thing is if you give a warranty deed, then you've warranted for the period that anyone else before you also owned.

Cl C Hatfield - You said they've owned it for eons.

S Egan - I know it and we'll cover it for the eons, but we won't cover it for anyone else's period. Those people did give warranties for that so you've got that in the record already. I don't want you to get the impression that you're going to get anything other than a covenant against grantor's acts deed, because this is really not an issue that I give you slightest hope that you would ever get one. Let's be realistic here.

Cl T Hatfield - It's not a question of being realistic from our perspective. It's what we require of every other citizen that comes forward. Why are we making an exception? It's a pretty serious precedent. You are a corporation, not a trust. You've got a lot of issues and for you to sit there and tell us we can't have it, is probably not really the best thing you can tell us.

S Egan - It's the only thing I can tell you. I'm sorry. I'm not making this up. We've given many deeds over the years to municipalities and it's never even come up as a issue. Everyone else has understood that it's only the Board of Trustees that can authorize this and they will not give a warranty deed.

Atty Perkins - We're not asking the trustees. We're asking the corporation.

S Egan - If you look at the certificate I gave you showing the authority for this transaction, it comes from the Board of Trustees.

Atty Perkins - The governing body is the board of directors. It's the board's call. The alternative is title insurance.

Cl T Hatfield - I'd be willing to leave in their hands. One or the other. But I don't see why. We request it of every other corporation, every other developer, every other applicant. A or B, take your choice. I fail to see your argument that this is owned by a trust. It's held by a corporation. Corporations have boards of directors. You may have an overall board of trustees. I don't know that much about your operation, but I know what we are responsible for here, and that's to protect the taxpayers of the Town of Dryden. If you don't want to give us a full covenant warranty deed that's satisfactory to our counsel, you'll provide us with title insurance. That's how I see it.

Cl Beck - What would title insurance cost?

Atty Perkins - We'd have to determine the amount of insurance. We'd probably ask for the amount of the current value of the newly constructed road. In a 26 and a half million dollar project, that's small potatoes.

Cl T Hatfield - I think it's reasonable to ask for one or the other.

Atty Perkins - The issue is whether you get good and marketable title, and if you get it and by all examinations it's good today, what you want is to be sure it's going to be good in the future. You can get just as good title by the deed that they are proposing, but it doesn't contain any warranty.

S Egan - It contains a warranty. It's not a quitclaim. It's our warranty.

Atty Perkins - It's one notch above a quitclaim.

Supv Varvayanis - The point is that the trustees, although in a practical matter it's probably a fine title, but the trustees do have the authority to approve of the issuance of a warranty deed, and you're in here saying there's no way they would do that, which implies to us that they don't care if this project goes through.

S Egan - No. That's why we have a form that's called a trustee's deed and it only contains this warranty. Any other trust is not going to give you a warranty deed either. We weren't the inventors of this.

Cl T Hatfield - I don't think you're holding this in the form of a trust. I think you're holding this as a corporation. You may be a not-for-profit corporation, but you're still a corporation. Where a corporation is now suddenly entitled to use a trustee's deed, I'm not an attorney, but I can tell you I'm struggling with the logic. It's A or B.

S Egan - If you want to require the title insurance, but I'm telling you it's not an option for us to give any other kind of deed than what we always do.

Cl T Hatfield - I'm happy with one or the other.

Supv Varvayanis - Just before you said that they wouldn't do it, you didn't say that they could not do it.

S Egan - It's out of the question.

Supv Varvayanis - There you go. They won't do it, not that they can't.

S Egan - It's immaterial.

Cl T Hatfield - Your use of the language, I have to agree with Mark, you're sort of making some blanket broad statements. But it's not material. How you want to argue the issue is not material. Our job here is representing the interests of the taxpayers and as far as I can see, either one of those two options is of equal value to the taxpayers of this Town.

RESOLUTION #149 - AUTHORIZE AGREEMENT WITH CORNELL WITH RESPECT TO SAPSUCKER WOODS ROAD

Cl T Hatfield offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby authorizes the Town Supervisor, or in his absence the Deputy Supervisor, to enter into an agreement satisfactory to counsel that provides for either a full covenant warranty deed or trustee's deed with title insurance for the conveyance of a parcel of property to be known as and connected to the existing Sapsucker Woods Road and the abandonment of a portion of the existing Sapsucker Woods Road in accordance with a previously approved plan.

2nd Cl Beck

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Recused

Supv Varvayanis - I should point out that I will be leaving and you should try to get it to me by Monday, the 11th. I believe Deb Grantham wants to abstain from any actions with Cornell.

Atty Perkins - As I understand it, the Supervisor is authorized to sign an agreement with Cornell to be negotiated authorizing the discontinuance of the highway along the lines of the drafts that we've looked at, and specifically we are looking at now the type of deed the Town will get. It will either be a warranty deed in statutory form or else it will be title insurance and being satisfied with respect to the issue regarding the open cutting of the newly constructed road under the terms of the easement.

Cl C Hatfield asked whether the work on Royal Road had been completed and Jack Bush stated it had. There was a problem because a phone cable had been buried under one of the driving lanes. Guthrie was closed for the day.

Atty Perkins - Your comments about the location of communication lines points up the importance of the discussion we just had. That's what we're trying to avoid in the future.

Jack Bush explained the current year's budget contained allowances for a sander/spreader and a hydroseeder. The budget has changed in format in that last year any equipment over \$10,000 was in a separate line. This year it's one line with a total dollar amount and he'd like to make the board aware of what he wants to do. Tompkins County Soil and Water has purchased a hydroseeder which the Town may use and he does not feel there is a need for the Town to purchase one at this time. He would like to use the money in a different way. There are three plow trucks in the garage that are used exclusively in the winter. He would like to change those to vehicles that can be used year round. Mark Sutton and he have decided they would like to buy a dump body for one of the plow trucks, making it usable for ditching in the summer and sell another piece of equipment. He would like to sell the small

single axle ditch truck and not replace it in the fleet. When another plow truck is replaced next year it will be replaced with a truck with a dump body. Because of the way that budget is set up, he believes he can use the money in a different way rather than buy the sander/spreader and hydroseeder. He would also like to purchase a walk behind vibratory roller. One is currently being rented at the rate of \$870 per month and will be used for six to eight months. He believes it makes sense to purchase one (around \$10,000) and have it for future use rather than pay rental each time it is needed. It is used most often in replacement of cross over pipes, and was utilized on Livermore Road.

Cl T Hatfield noted that items in the budget had been grouped to allow for flexibility and the board agreed. J Bush stated that he had wanted to make the Board aware of his actions and asked for authorization to sell the 1991 single axle dump truck. That truck will be eliminated from the fleet, but there still will be a ditching truck because they'll put the dump body on a single axle snow plow that is currently idle in the summer months.

RESOLUTION #150 - SELL 1991 CHEVROLET TRUCK

Cl T Hatfield offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby authorizes the Highway Superintendent to sell the 1991 Chevrolet single axle truck.

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Randy Lacey, Ringwood Road, stated he is trying to purchase a piece of property in the Village of Freeville, 50 Main Street, formerly the LaHart residence. He has had a purchase offer on the property since February and it turns out that when the County foreclosed on the property and sold it in December, their notice to the Town of Dryden apparently went to Better Housing instead of the Town of Dryden and so the Town of Dryden still has a claim with regard to a home improvement mortgage done through Better Housing in 1996. His attorney has advised him to get a resolution from the Town Board that they have no claim to the property.

Atty Perkins - The owner of this property, Mary LaHart, was given money under the Town of Dryden Housing Rehabilitation Program to fix up this property. In exchange for that she gave to the Town a mortgage for \$24,456 in June of 1996. At that time the property was subject to no other lien, the Town was in first place. Apparently in 1999 this property was subject to a tax foreclosure and the real issue here is whether the Town as a mortgagee received the notice that it is entitled to that it's mortgage was going to be foreclosed by this tax foreclosure. There has been no proof offered to this point in time that the Town ever in fact received notice of that. That's important because if the Town had received the notice, it could have made a decision to protect it's mortgage. It could have paid the taxes and then it could have foreclosed it's interest and sold the property to recoup it's investment so that the funds would have come back into the program under the recapture provisions. It was only three years into the whole recapture period.

In order to give the relief to this gentlemen that he wants, the Town basically has to give up it's interest in this real property. To do so, they are requesting that you sign a release of mortgaged premises. The balance remaining would have been around \$20,000.

R Lacey - It's actually a grant. It's not a repaid mortgaged.

Atty Perkins - There's a specific recapture period and they were three years into it.

Supv Varvayanis - There's no record that we ever got notice.

Atty Perkins - Bambi does not recall ever receiving it. Mark's office has no record of it. So there's been no real proof that we in fact got that notice or had that opportunity. The notice should have come from the County Attorney's office who was conducting the foreclosure proceedings. You can dispose of an interest in real property. It requires that you make a determination as to (1) it's not devoted to public use, and (2) that the Town will be getting adequate consideration for release of its interest. There is an open question about whether such a procedure is subject to a permissive referendum. I don't know the answer to that question tonight, but certainly and clearly what you would have to do is make a determination that you are going to get adequate consideration for releasing this interest. I can't tell you what that is.

Ct T Hatfield - Has any consideration at all been offered?

R Lacey - I don't own the property. I'm looking to purchase it.

Atty Perkins - Are you going to live there or...

R Lacey - I'm going to renovate it and rent it out and pay taxes on it.

Ct T Hatfield - Who owns it now?

R Lacey - William Casalaro.

Ct T Hatfield - He's really got a very flawed title.

Atty Perkins - He bought a tax title, which are inherently suspect to put it nicely.

R Lacey - My understanding was that the Town did receive notice of the foreclosure as a taxing entity.

Atty Perkins - But that's much different than receiving notice as a mortgagee.

Ct T Hatfield - We're in this position as mortgagee with the responsibilities that HUD puts on us to protect that program and make those dollars available for other folks who need them. We're not in a position, I don't think, to just walk away from this.

Ct C Hatfield asked what Mrs LaHart had paid on the mortgage and Atty Perkins explained that she agreed that the money that went to her would be subject to recapture depending on when she got rid of the property. If she had waited ten years the recapture provision would be zero. She was three years into the program.

Atty Perkins - Understand that the tax foreclosure has gone through and the time to appeal that is over, even if you don't have notice. I don't know whether this is something you are interested in, but certainly if you are going to give up the interest you have two issues. You have the adequate consideration and you've got this open issue of whether it is subject to a permissive referendum. You can go ahead and say we'll pass a resolution, we're not going to make it subject to a permissive referendum, and the buyer will take it at its own risk, or obviously if it is subject to a permissive referendum then we have to publish a notice and wait 30 days for the resolution to become effective.

Cl T Hatfield stated the he had an idea of a way to resolve this and R Lacey pointed out that this is really a pretty degenerate property, one of two of the worst on Main Street in Freeville. There is no bathroom and no kitchen. Mr. Lacey is paying \$25,000 for the property. Mr. Casalaro acquired it for \$10,000 at the foreclosure sale and no improvements have been made to the property.

On motion of Cl T Hatfield, seconded by Cl Grantham and unanimously carried, the Board moved into executive session to discuss the relinquishment of an interest in real property at 9:40 p.m.

Board returned to open session at 10:10 p.m.

**RESOLUTION #151 - RELEASE OF INTEREST IN PROPERTY
AT 50 MAIN STREET, FREEVILLE**

Cl Beck offered the following resolution and asked for its adoption:

RESOLVED, that the Supervisor is authorized to execute a release of the Town of Dryden's interest in the former LaHart property, known as 50 Main Street, Freeville, such release to be in a form satisfactory to the Town Attorney and upon the Town's receipt of the sum of \$5,000 which it deems and finds to be a fair and adequate consideration for the release of its interest in this real property.

2nd Cl T Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

R Lacey will inform the owner of the property of the Town's position and thanked the Board for their time.

Kevin Ezell has contacted several companies regarding a new phone system for the Town Hall. The Town does not presently have a system by which it can intercom or transfer calls and the present system is pretty archaic.

Citizens Communications can provide a Norstar system (8 lines and 16 stations) for \$6,477.55 without a maintenance plan, and \$7,309.15 with a 3-year maintenance plan. This includes 11 telephones, 8 lines and voice mail.

All-mode Communications can provide a Norstar system (8 lines and 16 stations) for \$7,237.00 with voice mail. Voice mail could be deducted and the cost would be reduced by \$1,949. Phones cost \$225.00 each.

Digital Voice and Data can provide a NEC system (8 lines and 16 stations) with 10 phones for \$4,221. Voice mail with 40 hrs of storage would be an additional \$3,199 for a total of \$7,420.

Cortland Electronic Supply can provide a system (8 lines and 16 stations) with 8 phones for \$3635. Any additional phones are \$285 each. Voice mail is an additional \$2,000 (2 ports and 25 mail boxes).

These are one time installation fees. Any of the phone systems are moveable to another building if necessary and All-mode noted that to move it would cost \$800 to \$1,000. Additional

modules can be added to each system if necessary in the future. All-Mode and Citizens provide voice mail packages with 90 minutes of storage. Digital Voice provides 40 hours of storage.

K Ezell stated that some employees do not want voice mail and would rather deal with the phone calls as they come in. Use of the voice mail would be optional. He believes the phone system will be a timesaver in some aspects as we will be able to transfer calls efficiently between departments and elevate us to the public. With the exception of Cortland Electronics, the recommendation had been the use of an automated teller (and a change of phone numbers).

Cl T Hatfield stated that Greek Peak uses Cortland Electronic Supply and have been very pleased with the service they've received. He also stated that he believes it makes sense to have voice mail.

Cl Grantham stated she has a ten year old experience with All Mode and a consulting company she worked for and the service wasn't very good.

K Ezell stated that he agrees with Cl T Hatfield, that Cortland Electronics is his recommendation. That would leave all the phone numbers the same as they are now and give us a system by which we could intercom and transfer calls. The quote did not include the Highway Department, but it could be added. If desired in the future, the system could be expanded to an automated teller. Use of voice mail would be optional as determined by departmental needs.

Cl T Hatfield stated that for the price of the system it makes sense for the Town to upgrade in order to better serve the public. He would like Kevin to verify costs with Cortland Electronics as they seem to be the responsible low bidder and report more in depth next week.

He is also looking into the use of Road Runner by the Town. There would be no charge to the Town for installation and no monthly fee. It is provided free of charge to municipalities.

K Ezell distributed maps he has generated which show residence density in the Town of Dryden to assist Cl T Hatfield in his negotiations with Time Warner. He has utilized information from the County and has been unable to obtain the information requested from Time Warner. Cl T Hatfield offered to assist in getting that information.

K Ezell stated that the Supervisor had mentioned that cell phones might be a good option for the Zoning Department. He has obtained quotes from Verizon and Cingular. Jack Bush noted that the cell phones the Highway Department uses are off state bid. They are using Cingular now and perhaps could obtain a better package deal in conjunction with the Highway Department. The Board agreed this was a good idea and asked Kevin to take necessary steps to obtain the phones.

Atty Perkins reminded the Board that the Town has gone through cell phone issues before with Town employees and the misuse of them and accounting for personal use of them. He is not suggesting that is a problem, but a policy ought to be in place to address that.

Cl Grantham asked Supv Varvayanis to have Dianne McFall check with other municipalities to see if they have phone policies in place and if so, obtain copies.

Cl T Hatfield - I'd like to go into executive session for personnel reasons.

Supv Varvayanis - Before we do, it's involving paying for health insurance. Is that for executive session?

Atty Perkins - Is it pertaining to a particular employee?

Supv Varvayanis - Yes. Okay, we'll go into executive session and we'll come back out and take action.

On motion of Cl Grantham, seconded by Cl T Hatfield, and unanimously carried the board moved into executive session at 9:40 p.m. and came back into board meeting at 10:05 p.m. The board then discussed language for a resolution to provide health insurance coverage for John Tottey.

Atty Perkins - Instead of trying to restate what the law is, just say that during the period the Town is obligated to comply with the provisions of COBRA, the Town shall pay the health insurance premiums for John G Tottey for the months of June and July 2001.

Cl Grantham - Does that settle the precedent thing, though? Doing this for these specific reasons so it makes it clear that it's a very specific case.

Atty Perkins - Basically any time that you terminate an employee you'll have a precedent, yeah, if that's what you want.

Cl Grantham - No, what I'm saying is if other employees come back and say well you gave him insurance, why aren't you giving us insurance.

Atty Perkins - Well that's what's going to happen when you make a resolution; no matter what you do, that's going to be the result.

Cl Grantham - I know that, but if we explain. Is that enough explanation?

Atty Perkins - I know but if this is an egregious case that you fired him, and then somebody's position is eliminated or something, aren't you going to give them at least two months? That's the argument they're going to make.

Cl T Hatfield - Because everybody's got special circumstances.

Atty Perkins - They're going to argue that they should be getting more because they weren't terminated. It's a two edged sword.

Cl Grantham - I understand, but I'm talking more about ones who don't get fired. That this is a specific situation. So that if someone doesn't get fired, they can't come back, and at least we've said Okay, during the period that...

Atty Perkins - Whereas, the Town of Dryden is required to comply with the provisions of COBRA with respect to terminated employee John G. Tottey, the Town shall during such period of compliance, pay for the health insurance for the months of June 2001 and July 2001.

RESOLUTION #152 - HEALTH INSURANCE FOR J TOTTEY

Cl Grantham offered the following resolution and asked for its adoption:

Whereas, the Town of Dryden is required to comply with the provisions of COBRA with respect to terminated employee John G. Tottey, it is hereby

RESOLVED, by this Town Board that the Town shall, during such period of compliance, pay for the health insurance for the months of June 2001 and July 2001.

2nd Cl C Hatfield

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes
	Cl C Hatfield	Yes
	Cl Grantham	Yes

Cl Grantham asked whether other board members had received a copy of a proposed intermunicipal agreement for the Cayuga Lake Watershed some weeks ago, and they had. It was discussed at a recent IO meeting and Cl Grantham advised them at that meeting that the agreement should be reviewed by an attorney. She has provided Atty Perkins a copy with her notes. The big thing is supporting the watershed management plan the IO is working on. The IO will discuss the comments in July. Atty Perkins will discuss it with Cl Grantham prior to that meeting.

Cl Grantham noted that responses to the RFP for the building needs study are due June 11. She would like to have a meeting of the building committee soon to discuss which ones should be interviewed and set up the interviews. They will discuss it again at the meeting on June 13.

Cl Beck asked whether Varna's request for a change in zoning needed to be discussed, as he would be uncomfortable with approving Wawak's 21 unit application in the face of that. Mr. Wawak has not yet submitted the balance of the material due. Cl Beck stated there should be a policy to not accept any more applications, or to go ahead with permits that have already been applied for. Cl C Hatfield stated that he was under the impression since the application had been made, he would be allowed to proceed. Cl T Hatfield stated that it would be a year or two before the master plan is in place. Cl Grantham stated the people in Varna have asked for a change in zoning with a moratorium in place while the change was looked at. Supv Varvayanis stated they will be making a presentation to the Planning Board on June 21 and Cl Grantham will ask them to give the short presentation to the Town Board next Wednesday.

Cl Grantham stated there are some issues with Better Housing that will need to be discussed. The Oversight Committee has meetings and reviews the applications for funding from residents. No action is taken as far as monitoring the existing loans and making sure the taxes are being paid. Better Housing does not provide the applications in advance of a meeting so that the site can be inspected. They are being paid for administering these loans. Supv Varvayanis stated he has talked about withdrawing but no in Town is interested in administering the loans. Atty Perkins stated the Town could contract with someone to administer these. HUD will allow the Town to contract with someone other than Better Housing for this service. Supv Varvayanis will check into this, and Cl Grantham suggested that a letter be written to Better Housing advising them of the Town's displeasure and asking for reports that are due the Town. Atty Perkins stated that original documents should be retrieved from Better Housing.

Supv Varvayanis has provided with board with a resolution he would like to pass and forward to the County. Cl Beck stated that he thought the Supervisor should be careful about stating what Mike Lane or was thought he said. He also said he does not understand why there was a 14 to 1 vote on the County if it is as bad as we're saying it is. George Totman and Joe Lalley and a lot of other people apparently voted for it.

Atty Perkins stated he agrees with the resolution. Cl T Hatfield stated that the Town of Dryden could take the position that we were being harmed by an over representation in the City and under representation in the Town, but it is aggravated by the fact that the City went out and did a good job in enumeration and identified all the students. A large part of the City doesn't exist because they are there going to school, but not involved in the community. Cl T

Hatfield has had long discussions with some county board members and just does not understand where they are coming from. He believes that scenario 17A makes the most sense, that the County is out of line and what they are doing is wrong; that it is an incredible rush to avoid the two year terms or weighted voting. Within two years the City of Ithaca is going to have to change their ward lines.

Cl Beck stated that he thinks it is ridiculous that one municipality is suing another on three or four different issues and can't get together and get things worked out. Cl T Hatfield and Supv Varvayanis said they agreed. Cl T Hatfield noted that the County is absolutely determined that they know better than anybody else what needs to be done.

Supv Varvayanis - I feel pretty much the same way and I think most of the citizens do. When they come out here however many times they did saying we all have to be on board, we all have to be working together, and we tell them this is what we want and then this.

After further discussion, the Board passed the following resolution.

RESOLUTION #153 - OPPOSE COUNTY'S REDISTRICTING PLAN

Cl T Hatfield offered the following resolution and asked for its adoption:

WHEREAS, the County's redistricting plan was based on the uncertified census figures, and

WHEREAS, the districts in the County's adopted plan have not been designed to come closer to equality in population over time based on current trends, and

WHEREAS, a frequently stated major goal of this plan was to have County districts coincide with the City of Ithaca Wards even though those Wards must be reconfigured in two years, and

WHEREAS, the comments of Representative Lane at the 3/14/01 Dryden Town Board meeting indicate that there was a desire to maintain a disproportional representation for the City of Ithaca, and

WHEREAS, the County Board frequently deals with issues that selectively impact municipalities that make up the county, and

WHEREAS, the Tompkins County Board did not allow enough time for meaningful public participation,

BE IT THEREFORE RESOLVED, the Dryden Town Board determines that the Tompkins County redistricting plan was ill-advised, ill-timed, ill-conceived and in all probability illegal, and

BE IT FURTHER RESOLVED, that the Dryden Town Board is relieved that the Town of Ithaca wishes to provide the means for a court review of the redistricting plan and is confident that said review will result in much more fair representation for the citizens of Tompkins County, which will be a major benefit to all the municipalities in the county.
2nd Cl Grantham

Roll Call Vote	Cl Beck	Yes
	Cl T Hatfield	Yes
	Supv Varvayanis	Yes

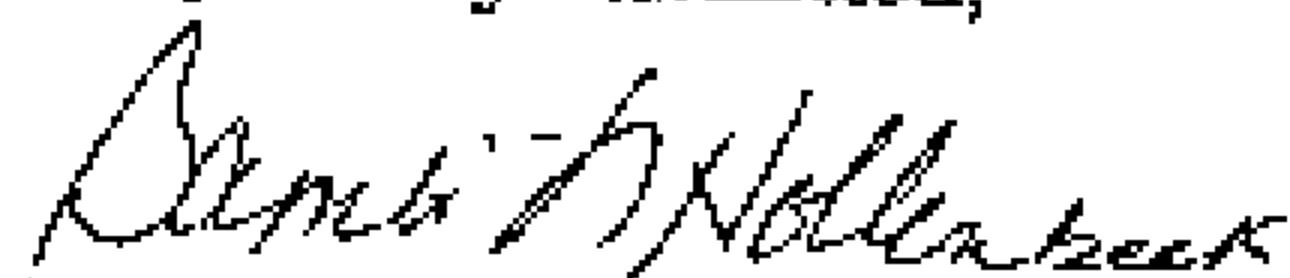
Cl C Hatfield	Yes
Cl Grantham	Yes

The Board wants to have a representative of the SPCA present at the next meeting to discuss an incident in which they failed to respond to a call for assistance from a farmer whose calves were being attacked by dogs. At least one calf died. The Town of Virgil's dog control officer was finally contacted to deal with the situation.

To be discussed at next meeting: telephones, road runner, building needs study, Varna moratorium, SPCA, billboard special permit hearings.

On motion duly made, seconded and unanimously carried, the meeting was adjourned at 10:55 p.m.

Respectfully submitted,



Bambi L. Hollenbeck
Town Clerk

Town of Dryden

Town Board Meeting

June 6, 2001

Name - {Please Print}

Address

Rusty Mause (MONROE TELECOM)

E. GREENBUSH, NY

Joyce Lomas

Foxwing NY

Tony Hale

Dynal Courier

GREELE-FORD

CINGULAR WIRELESS

Ores Kelen

Dynal