**Town of Lexington Town Board Meeting**

**August 4, 2020 Via Zoom**

Supervisor JoEllen Schermerhorn opened the meeting at 6:06 PM at the Municipal Building located at 3542 Rte. 42, Lexington followed by the Pledge of Allegiance. There was a moment of silence in memory of Jill Tompkins and Leslie Risley.

**Present:** Supervisor JoEllen Schermerhorn

Council Members Bradley Jenkins

William Pushman

Bennett Wine

Superintendent of Highways Frank Hermance

Town Clerk Charlotte Jaeger

Town Attorney Tal Rappleyea

**Others Present:** Jo Cross, Jenni Cawein, Beverly Dezan, Paul Dwon, Larry Russ, Bridie Farrell, Amanda Truesdell, Bruna Naspolini,& Mike Ryan from the Mountain Eagle

**RESOLUTION # 66-20**

**Accept July 7, 2020 Minutes**

On a motion by Council Member Bradley Jenkins, seconded by Council Member Bennett Wine the following was,

ADOPTED: Ayes – 4- Jenkins, Schermerhorn, & Wine

Nays - 0

Abstain-2 – Barcone & Pushman

Therefore this Town Board moves to accept the July 7, 2020 minutes as presented.

**RESOLUTION # 67-20**

**Accept June 2020 Financial Report**

On a motion by Council Member Bradley Jenkins, seconded by Council Member Michael Barcone the following was,

ADOPTED: Ayes – 5 – Barcone, Jenkins, Pushman, Schermerhorn, & Wine

Nays - 0

Therefore this Town Board moves to accept the Financial Report for June 2020.

**Highway Report**

Superintendent of Highways Frank Hermance said that the oil & stone was finished on Spruceton Road. The new truck has arrived. They Highway crew is currently working on Todd Hill Road.

The Farm tractor that is around 50 years old is broke down. Council Member Bradley Jenkins said that he saw a mower for the tractor for around $2,000.00. It was decided that if it didn’t cost too much they would get the tractor fixed. Frank would be picking up the no parking signs tomorrow. Fuller Road would need some more no parking signs put up. Frank said that he had ordered some more.

**RESOLUTION # 68-20**

**Retention and Disposition of Records LGS-1**

On a motion by Council Member Bennett Wine, seconded by Council Member Bradley Jenkins the following was,

ADOPTED: Ayes – 5 – Barcone, Jenkins, Pushman, Schermerhorn, & Wine

Nays - 0

Therefore this Town Board moves to accept the new schedule, Retention and Disposition Schedule for New York Local Government Records or LGS-1. This will supersede and replace the MU-1 schedule.

**RESOLUTION # 69-20**

**Memorandum of Understanding for the Implementation of the Schoharie Creek and West Kill Stream Management Plan and Local Flood Hazard Mitigation**

On a motion by Council Member Mike Barcone, seconded by Council Member William Pushman the following was,

ADOPTED: Ayes – 5 – Barcone, Jenkins, Pushmna, Shcermerhorn, & Wine

Nays - 0

Therefore this Town Board moves to renew the MOU agreement with the GCSWCD. The agreement is as follows:

Memorandum of Understanding for the Implementation of the Schoharie Creek and West Kill Stream Management Plan and Local Flood Hazard Mitigation

This is an agreement between the following parties;

Party 1Town of Lexington(Town)3542 Route 42, Lexington, NY 12452

Party 2Greene County Soil & Water Conservation District (GCSWCD)907 Greene County Office Building, Cairo, NY 12413

**Whereas**, The GCSWCD and the Town both recognize that the Schoharie Creek and West Kill stream are key elements of the identity of the Town, and provide many environmental and economic benefits to the residents and businesses of the Town of Lexington, and

**Whereas**, The GCSWCD and the Town have worked cooperatively on stream management issues relevant to both public and private interests for many years, and

**Whereas**, The GCSWCD, in partnership with the NYCDEP Stream Management Program have worked cooperatively since 2004to develop comprehensive Stream Management Plans(SMP) for the Schoharie Creek and West Kill, and

**Whereas**, The GCSWCD and NYCDEP worked closely with a local Project Advisory Committee, the Town and other watershed stakeholders to develop the Schoharie Creek and West Kill SMPswhich take a science based, long term management approach to the streams, and Whereas, The Schoharie Creek and West Kill SMPs is consistent with the attached Statement of Stream Stewardship Principles with which the Town, GCSWCD and Schoharie Watershed Advisory Committee (SWAC) agree, and

**Whereas**, The Schoharie Creek and West Kill SMPs provide guidance on protecting the safety and welfare of the citizens of the Town, and the public investment in Town infrastructure, and

**Whereas**, The Town has adopted by resolution the Schoharie Creek and West Kill SMPs, and

**Whereas,** The Town shall conduct a local flood hazard mitigation analysis of the Town’s population centers, and

**Whereas**, The GCSWCD and the Town desire to work cooperatively to implement the Schoharie Creek and West Kill Stream Management and Local Flood Hazard Mitigation Plans for the common benefit of both parties, protection of the natural resources and the interests of the broader watershed stakeholders, now Therefore, In consideration of the premises, responsibilities and covenants herein, the Town and GCSWCD agree as follows,

**1. Purpose** This agreement sets forth the roles and responsibilities of the GCSWCD and the Town for the purpose of implementation of the Schoharie Creek and West Kill Stream Management Plans(SMP), Local Flood Hazard Mitigation Plan and the various recommendations and initiatives recommended in each. The agreement formalizes the cooperative and effective working partnership that the Town and GCSWCD have enjoyed for many years in regards to technical assistance, project coordination and other issues related to management of the Schoharie Creek and West Kill stream and its important natural resources. Additionally, the parties agree that execution and implementation of this MOU will have mutual benefits.

**2. Term** The term of this agreement shall be for a period for five (5) years. The agreement shall be reviewed annually, upon its anniversary date, by each party and amended in writing as deemed necessary by either or both parties. The Agreement is renewable in five (5) year increments by resolution and written notification by each party prior to the expiration of the agreement.

**3. Amendments** In the event that either party seeks to make substantive changes to this agreement, the party seeking such changes shall notify the other party in writing at least sixty (60) days prior to the date that the party requests the amendments take effect. The party being requested to agree to the amendment shall respond in writing within thirty (30) days. The amendments will be enforced upon consensus between the two parties to the proposed changes.

**4. Termination** This agreement can be terminated by either party, for any reason whatsoever, upon sixty (60) days written notice by the party seeking termination to the other party. Both the Town and GCSWCD additionally agree to make every good faith effort possible to settle any differences regarding this agreement.

**5. Responsibilities of the GCSWCD** The GCSWCD, within the limitations of its funding and staffing resources, shall provide the Town, its residents and other stakeholders, with technical, administrative and project management assistance to carry out the goals and objectives of the Schoharie Creek and West Kill SMPsand Local Flood Hazard Mitigation Plan. This GCSWCD assistance shall include, but is not limited to the following: a. Provide a copy of the most recent version of the Schoharie Creek and West Kill SMPs, and any additional updates, to appropriate Town and County department heads.

**a.** Provide a copy of the most recent version of the Schoharie Creek and West Kill SMPs, and any additional updates, to appropriate Town and County department heads

**b.** Facilitate the SWAC and Flood Commission that will include representatives appointed by the Town. The SWAC membership will be developed in close coordination with the Town, and its membership reviewed periodically, to ensure adequate representation of all stakeholder groups.

**c.** Conduct all activities in accordance with the provisions of this agreement, relevant laws, rules/regulations, administrative/fiscal guidelines and policies or priorities of the Town.

**d.** Provide the Town in the beginning of each spring, with a detailed work plan of stream management activities the GCSWCD proposes to undertake during the following year. The Annual Work Plan shall identify specific projects and initiatives, the goals, objectives and benefits of these projects, potential partners, funding needs and sources as well as any other information as may be necessary for the Town to clearly understand the work that is proposed for the following year and the Town's role. The Annual Work Plan will be developed by the GCSWCD, in consultation with the SWAC, NYCDEP Stream Management Program and other interested parties.

**e.** Provide frequent reports on the status of the Annual Work Plan, not less than bi-annually, and be available at the request of the Town to attend meetings, workshops or similar events when the Annual Work Plan or specific items contained therein, require a more detailed understanding by the Town or its constituents.

**f.** Remain up-to-date on current methods of watershed protection, including stream restoration and monitoring techniques, storm water management and other stewardship opportunities, and transfer this knowledge through educational programming to the Town.

**g.** Liaise with appropriate County agencies (e.g. Planning and Highway Departments) to ensure close coordination and effective and efficient use of resources.

**h.** Provide, within the limitations of available resources, GCSWCD technical staff resources and/or consultants, to assist the Town, its landowners or other applicable stakeholders, with issues related to stream management. Examples of such assistance may include, but are not limited to:

• Providing assistance to the Town's highway department, in coordination with the County highway department, on matters related to bridge design, culvert replacement, stream bank erosion and repair, storm water management, critical area vegetation, stream crossings, emergency flood response and other issues related to natural resources and the Town’s highway system.

• Provide assistance to the Town's Planning Board, in coordination with the County Planning Board, in matters related to review and interpretation of proposed actions and the applicability of federal, state or model local ordinances, including possible guidance towards adoption. Technical assistance may be related to stream management, storm water management, floodplain management and other issues related to natural resources that may be applicable to projects that are presented to the planning board for review and approval.

• Provide assistance to the Town's landowners on issues related to stream management, storm water management, riparian buffers, digital flood insurance rate maps and other items related to natural resource management.

• Assist the Town as necessary with securing regulatory permits that are consistent with the Stream Stewardship Principles as may be required for activities proposed by the Town.

• Assist the Town with developing further, more detailed strategies, ordinances and plans as may be appropriate to address issues related to storm water management, stream management, flood response, wetland impacts etc.

• Assist the Town and its stakeholders with identifying, securing, and managing funds from multiple sources as may be appropriate to further the implementations of the Schoharie Creek and West Kill SMPs.

• Assist the Town with the completion of a Local Flood Hazard Mitigation Analysis and implementation of the Local Flood Hazard Mitigation Plan.

• Assist the Town following flooding with stream repair design and the procurement of FEMA mitigation funding for up sizing of structures (e.g. bridges and culverts).

**6.** **Responsibilities of the Town** The Town, within its limitations and authority, will work cooperatively with the GCSWCD, its various programs, and other agencies and stakeholders as may be involved in the implementation of the Schoharie Creek and West Kill Stream Management and Local Flood Hazard Mitigation Plans. The Town’s cooperation and participation must be based on the Town's assessment of the appropriate actions for its residents and will not be hampered in any way from meeting its responsibilities under any other local, state or federal program. The Town's cooperation shall include, but is not limited to:

**a.** Appoint a primary and secondary point of contact as their representatives to the Schoharie Watershed Advisory Committee identifying individuals that will effectively represent the varied interests of the Town, and its stakeholders.

**b.** Work with the GCSWCD and the SWAC, to develop an Annual Work Plan that will identify specific projects and initiatives related to implementation of the Schoharie Creek and West Kill SMPs, the goals, objectives and benefits of these projects, potential partners, funding needs and sources as well as any other information as may be necessary for the Town and GCSWCD to clearly understand the work that is proposed for the following year and the respective roles of the Town and GCSWCD.

**c.** Distribute the Work Plan and encourage their various departments (highway departments, zoning and code enforcement officers) and Boards, such as Planning Board, Highway Department, Building Inspection etc, to implement recommendations of the Schoharie Creek and West Kill SMPs and to access technical assistance available through the GCSWCD.

**d.** Utilize the Schoharie Creek and West Kill Stream Management Plans as a primary guidance document for Town activities as they relate to the Schoharie Creek and West Kill stream and its associated natural resources.

**e.** Work cooperatively with the GCSWCD to identify, secure and manage funds from multiple sources as may be appropriate to meet the objectives set forth in the Annual Work Plan.

***f.*** Work with the GCSWCD to develop a post-flood protocol to maximize the effectiveness of the resources the GCSWCD can provide including, but not limited to, stream repair design and the procurement of FEMA mitigation funding for up sizing of structures (e.g. bridges and culverts).

7. **Funding** this instrument is neither a fiscal nor a funds obligation document. The GCSWCD and Town mutually agree that execution of this MOU in no way obligates either party to fund, or automatically support activities that may be set forth in the MOU or the Annual Work Plans. Both the GCSWCD and Town agree that funding of activities or other aspects of this MOU must be considered on a case by case basis. In the event either party provides funding or other forms of support to the execution of this MOU, each party will manage or otherwise use these funds in a manner that provides

for effective fiscal oversight, and meets the local, state or federal spending requirements.

**8. Limitations of Authority** Neither the GCSWCD nor the Town shall have any authority to enter into

contracts in the name of the other, or to bind or obligate the other to any contractor, subcontractor, or other third party, for any sum of money, or in any other way.

**Architectural Review Board**

Planning Board Chair Jenni Cawein asked the Town Board to consider having an Architectural Review Board in the Town of Lexington. The Planning Board is not looking for a lot of regulation. The Planning Board has some control over commercial properties but none when it comes to private residents. Planning Board Member Taris Charysyn has brought up a need for this board before and would like to be a part of an architectural review board. Town Attorney Tal Rappleyea said that the Comprehensive Plan would need to be looked at and updated. Council Member Bradley Jenkins is not in favor of it. Council Member William Pushman said that it would have to be a diverse board. Council Member Michael Barcone said that the Town needs to have a little control over a new wave of building.

Council Member Bennett Wine wanted to know how much control does the Comprehensive Plan give. Town Attorney Tal Rappleyea said that it does not give that much power but it is the basis for the next step of creating a law or an architectural review board. Jenni Cawein said that the Board could be diverse and could follow other Town’s models. It would help to support the value of peoples properties, the character, the economic engine. She believes there is a justification in the zoning already. She believes it should be used in extreme cases and used sparingly. Supervisor Schermerhorn said that she and Lynn Byrne have been working on the Comprehensive Plan and they will be putting out a survey.

It has been said before that it can take 18-24 months to do a Comprehensive Plan but because the Town of Lexington is just tweaking the one already in place it hopefully won’t take that long.

**RESOLUTION # 70**

**Disposal of Electronic Equipment**

On a motion by Council Member William Pushman, seconded by Council Member Bradley Jenkins the following was,

ADOPTED: Ayes – 5 – Barcone, Jenkins, Pushman, Schermerhorn, & Wine

Nays - 0

Therefore this Town Board moves to dispose of the following: DEC datamax printer, Dell TV monitor, HP Printer, Dell computer tower, HP keyboard, HP Desk jet 990, Computer tower (no name brand), and

a Dell monitor. These items are no longer functioning or obsolete.

**UPDATES**

**Retrofit Culvert on Truesdell Rd.**

Steve Swenson confirmed that the Town does not have to cover any of the cost for the culvert. They are just waiting for the permits to start the project.

**Brook Char**

Trout Unlimited will be giving $2,000.00 for testing the fish. The cost is $100.00 for each fish tested. Twenty fish will be caught, the fins clipped, and then released.

**Phase IV Opening of Town Court Facilities – August 17 at 10 am**

People need to make appointments with Court Clerk Peggy Rappleyea. The court room has been outfitted with plexi-glass for the Clerk and the Judge. Social distancing will be in effect.

**Comprehensive Plan**

Just looking to modify and up date the current plan by utilizing a number of studies.

**Covid-19**

Health Officer Jo Cross said that Greene County started separating positive cases with symptoms to anti bodies. Masks and social distancing are very important. Over a quarter of Greene County residents have been tested. Travelers seem to be the problem, they need to quarantine. There have not been any cases in Lexington.

**Tour of the Catskills**

The date for this is September 20th and it will be noncompetitive. There will be screening for Covid. The routes will be determined by how many miles will be traveled, 27, 52, or 75 miles.

**Census 2020**

The State Comptroller's Office is concerned about the low response numbers in New York State. The Town of Lexington only shows a 27% response rate.

**Short Term Rentals**

Council Member Michael Barcone met with the committee today. The Committee members are Jen Cawein, Beverly Dezan, Peggy Rappleyea, and Eric Davison. Council Member Michael Barcone is the Chair of the committee. They met with 2 representatives from Shandaken as well as the Code Enforcement Officer Carl Giangrande. Jewett has paved the way with their short term rental law. Short term rentals need to be held accountable for trash, noise, excessive partying with large crowds. The committee will be drafting a proposal for the Town Board hopefully for the September meeting. There should be a point of contact. There will be a fee to offset some of the cost of the database and CEO, Carl Giangrande would inspect how many bedrooms and parking.

**Code Enforcement Report**

The Town Board have copies to peruse at their leisure.

There was 1 certificate of occupancy issued, 4 C of O searches, and 4 building permits issued.

**RESOLUTION # 71-20**

**Audit Committee Report**

On a motion by Council Member Michael Barcone, seconded by Council Member William Pushaman t

the following was,

ADOPTED: Ayes – 5 – Barcone, Jenkins, Pushman, Schermerhorn, & Wine

Nays -0

Therefore this Town Board moves to approve the paying of the following expenditures.

**Highway Fund** No. 127 Through No. 142 = $ 52,860.39

**General Fund** No. 208 Through No. 230 = $ 8,493.65

**Lighting District** No. 7 Through No. 7 = $ 256.94

**Sewer District** No. 40 Through No. 41 = $ 460.72

**Windham Falls** No. 11 Through No. 11 = $ 33.75

**RESOLUTION #72-20**

**Transfer from the General Repair to Rentals**

On a motion by Council Member Bradley Jenkins, seconded by Council Member Bennett Wine the following was,

ADOPTED: Ayes – 5 – Barcone, Jenkins, Pushman, Schermerhorn, & Wine

Nays - 0

Therefore this Town Board approves the transfer of $13,000.00 from the General Repair Fund to Rentals.

**Public Be Heard**

Beverly Dezan is a trustee of the Hunter Library. There has been a renovation at the Library and is quite lovely. The library subscribes to hoopla, universal classroom, overdrive, Mango ( you can learn a language) the tiny free library at the Post Office in Lexington is by the Hunter Library. The Library is looking for donations to offset some of the expenses incurred with the renovations. You can go through midhudson.org/libraries and find Hunter to order books.

Birdle Farrell had a question as to what internet people use. She was also curios about school opening in the fall. MTC should be available but if not satellites are still an option. The schools had to submit a plan to the state and conducted surveys. She asked if she could dontate books to the Library and Beverly Dezan said that she could.

JoEllen Schermerhorn said that the Farmer’s Market has been going well.

Council Member Michael Barcone mentioned that there is a sow with 3 cubs in Spruceton and has been seen on the hiking trails. So everyone should be cautious of Bears.

**Adjourn**

On a motion by Council Member William Pushman, seconded by Council Member Bradley Jenkins and with no further business and all in favor Supervisor Schermerhorn adjourned the meeting at 7:22 PM.

Respectfully Submitted,

Charlotte Jaeger, Town Clerk