

The regular meeting of the Town Board of the Town of Stamford was held on Mar. 9, 2011 at 7:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor-Michael Triolo
Councilperson-Rudy Stripp
Councilperson-Daniel Deysenroth
Councilperson-Christopher Gaddis
Councilperson-Bette Jayne Spinney
Hwy. Supt. John A. Rice, Jr.

Also present was Liz Page

A MOTION was made by Rudy Stripp and seconded by Daniel Deysenroth to approve the minutes of the previous meeting. ALL AYE votes cast, MOTION carried.

A MOTION was made by Rudy Stripp and seconded by Daniel Deysenroth to approve the Supervisor's monthly report. ALL AYE votes cast, MOTION carried.

A MOTION was made by Bette Jayne Spinney and seconded by Rudy Stripp to approve General bills abstract no. 3, dated Mar. 9, 2011, claim nos. 51 - 71 in the amount of \$8,682.28. ALL AYE votes cast, MOTION carried.

A MOTION was made by Rudy Stripp and seconded by Chris Gaddis to approve Highway bills abstract no. 3, dated Mar. 9, 2011, claim nos. 28 -45 in the amount of \$26,808.76. ALL AYE votes cast, MOTION carried.

Highway Supt. John Rice gave the following report:

- Hauling sand
- Pushing back snow banks
- Truck bid specifications are completed and bid is advertised

There will be a special town board meeting on Wed. Mar. 23, 2011 at 5:30 P.M. for the purpose of truck bid openings and award of the bid.

Correspondence was discussed from NYS Environmental Protection in reference to an Agreement on Taxation of Watershed Agricultural Easements.

RESOLUTION NO. 10-2011 was introduced by Michael Triolo and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we approve the following agreement:

AGREEMENT FOR PAYMENTS IN PLACE OF REAL PROPERTY TAXES
BY NEW YORK CITY ON WATERSHED AGRICULTURAL EASEMENTS

THIS AGREEMENT, made the 9th day of March, 2011, by and between the Town of Stamford, a municipal corporation of the State of New York, having an office and place of business at P.O. Box M 101 Maple Ave. Hobart, NY 13788 ("Town"), located in the County of Delaware ("County"), and the City of New York, a municipal corporation of the State of New York, having an office and place of business at City Hall, New York, New York 10007 ("City"), acting by and through the Department of Environmental Protection ("DEP"), having an office and place of business at 59-17 Junction Boulevard, Flushing, New York 11373 (the "Parties").

WITNESSETH:

WHEREAS, the City continues to implement a land acquisition program in the watershed of the New York City water supply ("Watershed") as part of a comprehensive watershed protection program intended to protect the City's water supply; and

WHEREAS, as part of the land acquisition program, the City will continue to provide funding to the Watershed Agricultural Council for the purpose of acquiring Watershed Agricultural Easements as defined below; and

WHEREAS, the taxation of Watershed Agricultural Easements is currently governed by Article 5, Title 4A of the Real Property Tax Law; and

WHEREAS, pursuant to Paragraph 19 of the Draft Water Supply Permit #0-9999-00051/00001 issued by the New York State Department of Environmental Conservation on December 8, 2010, the City and other watershed stakeholders have agreed to support State

legislation to amend Article 5, Title 4-A of the Real Property Tax Law to subject Watershed Agricultural Easements acquired on or after January 1, 2011 to taxation for all purposes; and

WHEREAS, this Agreement allows the Town and Village to modify the procedure by which taxes are assessed on Watershed Conservation Easements acquired on or after January 1, 2011 but prior to the date on which the proposed amendments to Article 5, Title 4-A of the Real Property Tax Law are passed into law;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions apply:

a. "Assessing unit" means a town or village located within the watershed of the New York City water supply.

b. "Watershed Agricultural Easement on Land Subject to an Agricultural Exemption" means a Watershed Conservation Easement which allows the land subject to such easement to be utilized in agricultural production and which receives an agricultural exemption pursuant to article twenty-five-AA of the Agriculture and Markets Law.

c. "Watershed Conservation Easement" means an easement, covenant, restriction or other interest in real property acquired by or on behalf of the city of New York that is located in those areas of the counties of Delaware, Dutchess, Greene, Putnam, Schoharie, Sullivan, Ulster and Westchester located in the watershed of the New York City water supply, created under and subject to the provisions of article 49 of the Environmental Conservation Law, which, for the purposes of maintaining the open space, natural condition, or character of the real property in a manner consistent with the protection of water quality generally and the New York City water supply specifically, limits or restricts development, management or use of such real

property. This definition includes Watershed Conservation Easements acquired by the State in the Croton Watershed and transferred to the City.

2. Payments in Place of Real Property Taxes for Watershed Agricultural Easements on Land Subject to an Agricultural Exemption. Until such time as this Agreement is terminated pursuant to Paragraph nine (9) below, the City agrees to be invoiced for and shall make payments in place of real property taxes on Watershed Agricultural Easements on Land Subject to an Agricultural Exemption acquired by the Watershed Agricultural Council which close on or after January 1, 2011 in accordance with the methodology contained in the provisions of Article 5, Title 4-A of the Real Property Tax Law applicable to Watershed Conservation Easements (non-agricultural) in existence on the date of execution of this Agreement.

3. No Retroactivity. It is expressly understood that taxes on any Watershed Agricultural Easement on Land Subject to an Agricultural Exemption that closed prior to January 1, 2011 shall continue to be assessed and paid in accordance with Article 5, Title 4-A of the Real Property Tax Law until such time as it is amended.

4. Notice. Any notice required to be given by or under this Agreement shall be deemed to have been duly given when delivered and, if delivered by United States Postal Service mail, shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties at their respective addresses specified below or to such other addresses as either party may specify in writing to the other:

City of New York

New York City Department of Environmental Protection
71 Smith Ave.
Kingston, NY 12401
Attn: Matthew Schwab

and

New York City Department of Environmental Protection
Bureau of Legal Affairs
59-17 Junction Blvd., 19th Floor
Flushing, NY 11373
Attn: Robin Levine, General Counsel

and

New York City Law Department
71 Smith Ave.
Kingston, NY 12401
Attn: Joseph Kroening, Senior Counsel

Town of Stamford
P.O. Box M
Hobart, NY 13788
Attn: Supv. Michael Triolo

5. Agreement is a Legally Binding Contract. The respective commitments of the Parties to this Agreement are in consideration of each other, thereby making this Agreement a legally binding contract enforceable by the Parties in a court of competent jurisdiction.

6. Laws Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7. Modification of Agreement. This Agreement may be modified only by written instrument duly executed by the Parties.

8. Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and

shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

9. Termination. This Agreement shall terminate on the day prior to the first taxable status date that shall occur following the effective date of State legislation providing for the assessment and taxation of Watershed Agricultural Easements held by or on behalf of the City, except that the City shall have an obligation to pay any payments in place of real property taxes that have accrued under this Agreement before the termination date of this Agreement and which remain unpaid on the date this Agreement terminates.

IN WITNESS WHEREOF, the parties have executed this Agreement
as of March 9, 2011.

Town of Stamford

By:

Supervisor

New York City
Department of Environmental Protection

By:

Approved as to Form and Certified as to Legal Authority

Corporation Council of the City of New York

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo Rudy Stripp-Bette Jayne Spinney
Daniel Deysenroth-Christopher Gaddis

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

A MOTION was made by Michael Triolo and seconded by Daniel Deysenroth to adjourn this meeting at 7:32 P.M. The next regular meeting will be held on Apr. 13, 2011 at 7:00 P.M. at the Town Municipal Building, 101 Maple Ave., Hobart, New York.

WE, the undersigned members of the Town Board of the Town of Stamford, Delaware County, New York, do hereby certify that we have examined the minutes of the previous meeting and found them to be correct and accurate as recorded.

Supervisor_____

Councilperson_____

Councilperson_____

Councilperson_____

Councilperson_____

Attest_____

Town Clerk