

“IF WE CANNOT RECONCILE ALL OPINIONS, LET US ENDEAVOR TO UNITE ALL HEARTS.”

NEW-HARMONY, (IND.) July 1, 2017

WHAT'S THE BIG SECRET, TOWN COUNCIL?

By Dan Barton, Publisher

Most of the following conversation will not be found in the official minutes of the May 16, 2017 New Harmony Town Council meeting. They were just left out!

This is another discussion about secrecy in our local government. Why our elected officials in New Harmony and Posey County have such a penchant for secrecy is a mystery to me. I'm having a hard time keeping up with all of the Executive (Secret) Meetings that the current New Harmony Town Council has had since it took office in January, 2016.

I know that most of you who follow this Journal have also been reading the story about the great “secret bridge report” held by County Commissioner Schmitz, on our Harmony Way Bridge. In his barn no less. You must be asking yourselves the same question that I am; “What's the Big Secret?” But in the end it never fails, County or Town, when cornered they always lawyer up.

Speaking of lawyering up, your gonna love this New Harmony Town Council story about lawyering up. In the May, New Harmony Town Council meeting a bit of a strange conversation broke out between the local press and our newly hired Town Lawyer, Erin Bauer.

It all started when Lois Gray of the Posey County News asked for a clarification regarding the former Town Marshal, Caleb McDaniel's “Settlement Agreement.” It concerned monies that the Town Council claimed he owed them for an alleged violation of their original “Employment Agreement.”

Town Councilman David Flanders had previously asked Council President Alvin Blaylock if Blaylock could, “Describe the contents of the ‘Settlement Agreement?’” Before Blaylock could

answer the question Lawyer Bauer interjected, commenting; “Well I ‘think’ the agreement speaks for itself. I ‘think’ it would be subject to release on a proper Indiana Public Access Records request.” The Council then went on to unanimously approve the “Settlement Agreement” without any further discussion about it.

This mandatory formal written request procedure instituted by the Council for the public's access to information was something new to me. Posey County News reporter Lois Gray then asked for a clarification. She wanted to know if she would have to go through a formal Public Records Act request to get a copy of the “Settlement Agreement,” as if she didn't quite understand what Lawyer Bauer had just said. It had me going too. “The Settlement Agreement is subject to written request under the Indiana Access to Public Records Act,” Bauer reiterated. This time she was “sure,” not just seeming to pretend to just “think” it would be subject to the Act.

I later found, after getting the document, that the agreement was “subject to the Act” due to a clause that the Town, through their Lawyer, had inserted into the “Settlement Agreement.” The Clause, described on Page 2 of the agreement, under the paragraph entitled “Public Record and Approval,” states; “McDaniel acknowledges and agrees that New Harmony may be obligated to produce this Agreement if a person makes a valid request under the Indiana Access to Public Records Act and that this Agreement must be approved at a public meeting of the New Harmony Town Council in order to be enforceable.”

Remember, after Councilman Flanders was turned down on his request for Council President Blaylock to read the document, the Council then “approved the Agreement” by unanimous vote. It was at that time that Lois Grey had posed her question about a clarification. It was

at that time that Councilman Blaylock had an opportunity to sign and read the document to the public but chose not to.

Lawyer Bauer then told Lois, “You would send your request to Karla!” The Gazette has requested information from Town Clerk Karla Atkins on several occasions in the past and has never been required to use the formal Written Public Access format to get any of it. “So what's going on here? Wake up Dan!” My 8:30 a.m. muddled brain was saying.

Of course, like Lois, I was not aware of the restrictive information clause in the contract at that time. I exclaimed, “But all records are subject to the Public Access law and you seem to be trying to...” I now get cut off by Lawyer Bauer, who says, “I would disagree with the characterization that all records are subject to the Access Law.”

Whoa! So it now looked like we were about to enter into one of the great legal debates of our time. Another battle on the level of Darrow vs. Bryan, I'm thinking!

I respond that, “I don't understand why this one particular agreement is being set aside like that.”

Lawyer Bauer says, “The agreement isn't being set aside.”

Now I have suddenly tripped into the language parsing world of “Lawyer-Land.” My lay- language as opposed to Lawyer Bauer's lawyerly interpretation right out of Black's Law Dictionary was getting all twisted up.

You see, she's implying that I am using the phrase “set aside” to mean “to cancel or annul” the “Settlement Agreement.” From my point of view, as a non-lawyer, I am saying that the Town Council is “Setting it aside,” as in, they are treating it, and the public access to it, differently than they generally do for other documents requested from them. They are demanding that citizens and the press can only have access to this

particular document by filing a formal letter as prescribed under Indiana's Public Access Law; treating it differently. Many citizens, and even some in the press, will not bother to ask the Town for the "Settlement Agreement" under this condition, either because they are not familiar with how to do it, or they are too busy, or they are intimidated by the process. That raises the age old question in my mind; Why is this requirement stipulated in the agreement?

I follow up Lawyer Bauer's response with a scenario: "Well, if I were to walk into the Town Hall and ask for a particular record, say I wanted the records on how much it cost to purchase the two golf carts bought recently, and I would like to have the invoices; and Karla was to say, 'No, I can't give you that!' I could file a Public Access Request and get the records that way. So everything is subject to that law. You are saying that one item is, 'put aside' to be accessed 'only' by the Public Access Law."

Here we go again! According to Lawyer Bauer that's not accurate, she says, "No I don't think that's what I'm saying at all." I then respond more directly, "If you're not making a policy of that, then I'd like to have a copy of it (the settlement agreement)."

Lawyer Bauer returns to her playbook, "And you can, by filing a request under the Indiana Public Access to Public Records Act. You will get it."

Back to yours truly! I say, "You want a formal request; is that it? Do you want it for all information or just for this?"

Lawyer Bauer says, "For whatever information you are requesting from the Town. I am saying that if you want a copy of this record. If there is anything stored at an attorney's office then it is subject to the Indiana Public Records Act."

Something new, "stored at an attorney's office," that she has now added to the mix. A revelation that did not come out until now. She goes on to say, "Just like any other reporter in Indiana you can make a proper request and get a copy."

Now, I'm not asking for special treatment as she is implying, only that everyone under the sun be treated in the same manner as those we elect. Everyone should have easy and open access to

information that tells them how their money is being spent by the politicians. It should not give them protection from public scrutiny by the use of contract language slight of hand.

This formal procedure for the Gazette is not a problem. In fact I prefer it. It saves me time. If the Town does not respond to my hand delivered request within 24 hours or issues a denial, then I can immediately file a complaint with the State of Indiana. That does not always mean that Indiana will agree with my complaint, but it does save me a lot of dancing around with Town Hall. But poor Lois has never filed an Indiana Access Request before and did not know how it was done. This can put a delay in the public getting the information they want in a timely manner. Lois' stories go out fast, usually that very week. Mine will not always wrap up for several weeks.

So, as Lawyer Bauer asked, I filed a formal request that morning and received from Clerk, Karla Atkins the "Release and Settlement Agreement" that afternoon via email. I also filed a request the following week for a copy of the original "Agreement for Town Marshal," which I received promptly. Then, following the Town Council meeting of June 20th, I filed a formal request for the "Demand for Repayment of Sums Expended by Town for Law Enforcement Training," abiding by Lawyer Bauer's direction on such matters. On June 27th Clerk Karla Atkins responded. What follows is the result of the information gleaned from those sources. Eventually these three sources of information told the whole story, of which most people in New Harmony were unaware. Now you, the public will also be included!

MCDANIEL'S RESIGNATION!

Caleb McDaniel began his employment as Town Marshal on January 8, 2016 and resigned on October 18, 2016. I was at the Town Council meeting when he tendered his resignation. The explanation given by Councilman Gary Watson was that McDaniel had taken a new position as a police officer with the Town of Mt. Vernon. Although there have been other stories floating around

New Harmony about why he decided to resign, this was the official explanation.

The Town of New Harmony then demanded restitution for the amount of \$16,088.67. This was for wages, taxes and benefits paid to him during training, along with ammunition and clothing. They also asked for reimbursement from him for the Town's reasonable attorney fees and interest, which was in the amount of \$2,288.75. Town Marshal McDaniel, according to Town Clerk Atkins to the New Harmony Gazette was paid \$27,575.74 in total, for the period January 14, 2016 to October 18, 2016.

Initially, Mr. McDaniel, it was reported to the Gazette by a source, offered a counter sum that was far below what they expected to get. Reportedly \$2,000. In the end the Town agreed to settle for an \$8,500 reimbursement from the former Town Marshal. This was less than half of what they were seeking. That could be the reason why all of the meetings have been secret and the documents held so closely under wraps, until now. Was the Town Council feeling out-negotiated?

Any citizen who needs information or documentation from the Town Hall can, of course, either just ask for it or they can file a formal request in writing under the Indiana Public Access law. The procedure for doing this is quite simple and can be found on the internet under the title Indiana Public Access law handbook. Go to the end of the pamphlet and they give you sample letters and explain how to do it, and with whom to file your requests and also how to file a complaint if the agency from which you made the request does not respond in a timely manner.

When Mr. Flanders asked Council President Blaylock to read the "Settlement Agreement," the Council had not yet voted. Therefore, Blaylock had an "out," according to the Agreement itself, and he did not read the document. However once the Council voted to accept the agreement, it appeared that Blaylock could have simply signed it and read it to the public.

He chose not to, and the other Council members chose not to ask him again to read it, at that appropriate time. My examination of the document shows that the only thing holding President Blaylock back was the

required vote and his signature. Both of which could have been done at the Town Council meeting of May 16, 2017. There was no reason as far as I could see to turn the Public Meeting over to the Town's Lawyer. It serves to add a buffer between the elected Council members and the citizens, chilling an open discussion.

As I said in the beginning, "They always lawyer up!" But the truth will have the final quote.

Someone once said to me, "There are no secrets in New Harmony!" Eventually the story comes out - in The New Harmony Gazette!

WMI'S DILEMMA!

By Dan Barton, Publisher

What's going on at WMI? Last month the New Harmony Gazette reported that WMI was on the verge of requesting that the Town of New Harmony transfer ownership of the abandoned New Harmony School to them. Council President Blaylock even said at the June Council meeting that he had received a letter from them making the request. Shortly after that he said he had also received a letter from WMI President Fred Frayser withdrawing the request.

The Gazette reported last month that the property transfer request had been approved by the WMI Trustees in May. Now Frayser announced through a letter to Alvin Blaylock and the New Harmony Town Council that WMI was withdrawing the request for, "The immediate transfer of the School property." He went on to say, "One of the Plan's donors has determined that the recent discovery of it needing a new cooling system was perhaps an element of many other issues that will need to be dealt with in the future. He has indicated that further study of the condition of the school and it's mechanicals will be necessary before he makes a final determination on further involvement in the project."

Due to this unfortunate turn of events, the WMI Board of Trustees voted on Friday, June 16, 2017 to request a six month extension of the current

agreement between the Town and WMI.

The New Harmony Town Council initially tabled the decision, but later, on June 27th granted WMI an extension until December 31, 2017 to resolve the issues that have been causing them to ask for additional time at each deadline.

As my old Grandpappy used to say, "Never put all your eggs in two baskets!" Increase the potential donor pool and lock down potential tenants, and you will see your idea blossom and payoff.

THE HARMONY WAY BRIDGE UPDATE!

By Dan Barton, Publisher

The new engineering study, by V.S. Engineers, on the Harmony Way Bridge has been completed. I tried to snag a copy of it for New Harmony Gazette readers from Lora Arneberg but to no avail. Lora is working as liaison between Indiana Landmarks, who put the \$65,000 up to have the study done, and The Economic Development Commission of Southwest Indiana.

Lora said to the Gazette that, "The preliminary report is not ready for public distribution. The numbers really look encouraging. We just want to make sure and wait so that the numbers that are released to the public are the final numbers." She said that a final report will be released on July 7th.

As of now, according to Lora, the only ones who have the preliminary report are, "Basically the team managing the Regional Cities process, the White County Bridge Commission, The Economic Development Commission of Southwest Indiana, Indiana Landmarks and myself (Lora)."

That's the best I can do for you folks for now. We will just have to wait and see what happens in July. Stay tuned!

BLACK VELVET RIBBON!

By Dan Barton, Publisher

Or so it would seem! It was the first time I was able to drive down Steammill

since coming to New Harmony, without the bumpity, bumpity, bump. Thanks Virginia and Karla.

It was several months ago, December 2016, that Councilwoman Virginia Alsop and Clerk/Treasurer Karla Atkins, announced their intentions of having several miles of town roadways repaved in New Harmony. They said that they planned to use State funding under a Community Crossroads matching grant.

Now, I'll admit that I was skeptical at the time! They had announced that they had received \$43,665 in Matching Grant money and would use other Town funds, LOIT, The Local Street Fund, and The Motor Vehicle Highway Fund, to make the match. Still the skeptic in me kept saying, "Ho, Hum - We'll see about that!" Spring, they said. Spring came, no paving yet. Tic Toc, Tic Toc, the loud approach of Summer nears, and no... oops; suddenly Steammill is covered in an inch and a half of new asphalt, and a week before Spring is over.

Along with Steammill, other venues in New Harmony are being resurfaced. Parts of East Street and Arthur are also getting a makeover. Originally the new asphalt was to cover about four-fifths of a mile, and that looks to be the case.

Back in the 1980s and 90s in NYC Senator Al D'Amato, was well know for keeping up with street resurfacing and pot-hole repair. In fact D'Amato was lovingly called "Senator Pothole." He served several terms in public office, and the delivery of constituency services such as this was the reason for the reelections.

Excellent planning and execution of a much needed road project.

BIRD SURVIVAL AND YOU, TOO

By Ann Rains

At odd angles the down stood out amongst newly emerging grey feathers. His mouth was so huge that when he opened it, his head and eyes disappeared. The dogs were intrigued with this creature. Their curious barks at this thing on the ground drew me close. I

thought it might be a snake.

No, merely a toddler robin, a fledgling, who had fallen out of the nest a mite too early. He could fly, but with no altitude or distance. I picked him up, gingerly, and placed him in the honeysuckle bush. Mother and father robin stopped their raucous cries.

Later, the dogs again sent out an alarm. Out the back door I could see the yellow and white cat on the other side of the fence. Oh no, I thought, I hope the little robin has stayed put. But as I watched, the cat sauntered out into the neighbor's yard and picked up the baby robin, holding his feline head high with a mouth full of bounty as he disappeared into another yard.

It is not easy being a bird. If you are a bird watcher of any type you have seen this spring's newly hatched, fluttering their wings, demanding sustenance from their parents who diligently feed them. It is uncommon to see four bluejays together. But today, they were lined up on the fence. Two matched their parents exactly, except in size. Ah, a family! Even the blue jay adolescents knew the wing fluttering begging technique.

Bird stories abound. If you wish to read and learn, go to Pumpkin Run Pulse, flashpress.weebly.com, on the internet. My friend, the author and publisher, tells a bird rescue story whose ending is in the future. You will also learn about diatomaceous earth powder. There is a wealth of information in that weekly publication.

Recently I put an old apple, sliced in half, in the suet feeder. The mockingbird loves it as well as the few bran flake

crumbs put in the feeder when birdseed ran scarce. It is a never-ending process—feeding the birds. Last spring the grackles had not discovered the feeders. But they are here now and always have a sentry on duty to report to their cousins when the feeders are refilled. What gluttons!

I often wonder why everything that brings us pleasure also has its element of danger. Histoplasmosis is a disease that humans can catch from wild birds. It is a respiratory disease resulting from inhalation of dust spores from the dried droppings of wild birds. Shortness of breath is common. It is serious and can infect the eyes. The many symptoms mimic other diseases.

These descendents of dinosaurs are our best combat against insects. Because of this, the bird feeders stand empty quite often. Then I see a little chickadee desperately searching for a sunflower seed. You know what I am impelled to do.

Proverbs 27:8 "Like a bird that flees its nest is anyone who flees from home."

JULY RECIPE 2017 TURKEY MEATBALL SUB

By Denise Rapp

One of my favorite things to eat in the Summer are big, thick, sandwiches! I'm talking Sub sandwiches!

What I want in a sub is: (A) good bread; (B) lean delicious meats; and, (C) mind blowing condiments. Am I right, or am I right?

But you know me; I like to do things a

bit different. You know, I put my own spin on things. So, instead of a beef Meatball, I'm going to make a juicy turkey Meatball.

Then, we're adding a drunken marinara sauce, topped with Provolone cheese. Yum!

Turkey Meatball Subs

Serves 6

Meatballs:

2lbs ground turkey

1 1/2 tsp. Granulated garlic

2 tsp. Parsley

1 tsp. Basil

1 1/2 tsp. Salt

2/3 c. Italian seasoned bread crumbs
(I personally grind up seasoned croutons, because I think it tastes better)

Sandwich:

3 - 12" crusty loaves of bread

12 slices of provolone cheese

Sauce:

16 oz. jar marinara sauce

1/3 c. Red wine

2 tsp. granulated garlic

2 tsp. Basil

2 tbs. tomato paste

In a large bowl, mix all of the Meatball ingredients together. Portion out 1/2 dollar size Meatballs, and place them on a baking sheet, and bake for 15-20 minutes.

Meanwhile, add your marinara sauce, wine, tomato paste and spices to a small pan. Simmer on low, to medium, heat for 45 minutes. This will marry all of the ingredients together, and the sauce will have a nice rich flavor.

I like to brush my bread with olive oil and toast it up. Add 4 Meatballs per sandwich, top with sauce and cheese. It's a little messy, but well worth it!

Enjoy!

THE NEW-HARMONY GAZETTE.

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