

**NORTHEASTERN CAVE CONSERVANCY, INC.**

**Board Meeting Minutes**

Submitted by Christa Hay

3/9/02, Carlisle Fire Hall, Rt. 20 @ blinking light (Cromme Rd.)

Meeting called to order at 10:35am

1. Introduction and greetings – President Bob Addis
2. Attendance:  
Officers: B. Addis, B. Folsom, J. Levinson, C. Hay  
Trustees: J. Allison, C. Cantello (arrived 10:45), V. Kappler, E. Lucas, P. Murphy, T. Rider
3. Absent with Proxy  
Proxies: C. Porter for M. Warner
4. Absent without Proxy  
S. McLuckie
5. President's Report – Bob Addis -written - Attachment A.(found at end of document)
6. Vice President's Report – Bill Folsom -written- Attachment B
7. Treasurer's Report – Joe Levinson - written - Attachment C
7. Secretary's Report – Christa Hay - oral
  - Advertising for the NSS convention program book has been submitted
  - Updating the brochure and display unit
8. Acquisitions Committee Report – Chuck Porter
  - Revised the license agreement from discussions during EC meeting. The agreement has been sent but the lawyer has been out of town. Talk with P. Haberland who knows the owners of Terrace Mt (Veenfliets and Stromium Mine-ANC)
9. Knox Cave Preserve Report – Emily Davis - No report
10. Onesquethaw Cave Preserve Report – Thom Engel - No report
11. Publications Committee Report – Kevin O'Classen - No report
12. Website Subcommittee Report – Bill Folsom - oral
  - Web URL change
13. Office Committee Report – Mike Warner –Emily Davis - No report
14. Land Trust Liaison Committee Report – Mike Warner - No report
15. Legal Committee Report – Dan Werner - No report
16. Addis moves to open the Committee of the Whole. The Vice President will preside.  
2<sup>nd</sup> by Levinson  
**Passed unanimously**
  - Rider offered to take over Publications Committee if K. O'Classen agrees.

- Allison - posting of Sellecks property - proper way to do it- will send out on discussion board, clean up of caves
  - Folsom - talk with S. Sala at NRO concerning help for projects.
  - NSS Conservancy Committee at NSS Convention- Addis will make presentation
  - Folsom - Network for Good - possible on-line membership/donations see Attachment B for more info.
  - Cantello- out of NYS cave acquisitions issues
  - NRO Dinner - discussing of menu - Hay and Davis to meet and discuss
  - GIS Proposal - Mark Folsom proposed acquiring ESRI ArcView software for GIS work- ESRI has a cave and karst grant available. Will discuss more at next meeting.
17. The Vice President moves to close the Committee of the Whole. Items from this meeting will be introduced as new business.  
2<sup>nd</sup> by Levinson  
**Passed unanimously**
18. Hay moved to accept the minutes of the December 8, 2001 meeting.  
2<sup>nd</sup> by Allison  
**Passed unanimously**
19. Levinson moved to return \$2000.00 back to the NSS Cave Acquisition Fund.  
2<sup>nd</sup> by Allison  
**Passed unanimously**
20. Addis moved the name of the NCC cave preserve containing Sellecks, Levys, Cave 575, Natural Bridge, and other karst features be the Sellecks Karst Preserve.  
2<sup>nd</sup> by Cantello  
**Passed unanimously**
21. Folsom moved that Jon Allison be the manager of the Sellecks Karst Preserve.  
2<sup>nd</sup> by Cantello  
**Passed unanimously**
22. Rider moves to purchase up to ~~\$400.00~~ \$200.00 of lanyards to be sold to members.  
2<sup>nd</sup> by Folsom  
Vote to amend to \$200.00; 2<sup>nd</sup> by Hay: For - Rest; Opposed - Cantello  
Vote for the motion as amended: For - Rest; Opposed - Cantello, Allison  
**Passed as amended**
23. Levinson moved to allocate up to \$500.00 for the materials for a changing station at Onesquethawl.  
2<sup>nd</sup> by Porter  
**Passed unanimously**
- Note: At this time Al Lehmann will be proxy for Ed Lucas**
24. Lehmann (proxy for Lucas) moved to allocate up to \$400.00 to purchase material and install parking lot at Onesquethewa cave.  
2<sup>nd</sup> by Allison  
For - Rest, Opposed - Folsom, Levinson  
**Passed**
25. Folsom moved that Christa Hay be appointed as head of Publicity Committee.  
2<sup>nd</sup> by Allison  
For - Rest, Abstained - Hay

**Passed**

26. Addis moved that Al Lehmann be appointed as head of Nominating Committee.  
2<sup>nd</sup> by Folsom

**Failed**

**Note: This motion failed only due to the fact that it was seconded (so it became a motion on the table) before Al could say that due to new commitments he could not take on the position.**

27. Addis moved, subject to the Legal Committee's favorable review of the license agreement, the Vice President may enter into a contract with the Network for Good. One purpose of this will be to accept credit card donations for the NCC.

2<sup>nd</sup> by Rider

**Passed unanimously**

28. Addis moved that the Officers will conduct an Executive Committee meeting on April 28<sup>th</sup> at 12:30pm at Bill Folsom's house in Kerhonkson.

2<sup>nd</sup> by Levinson

For - Rest, Abstained - Rider, Cantello

**Passed**

29. Addis moved that the next NCC Board meeting will be held June 8<sup>th</sup> at 2:00pm at the Schoharie Cabin.

2<sup>nd</sup> by Levinson

For - Rest, Opposed - Folsom

**Passed**

30. Addis moved that the Carlisle Fire Department be thanked for their generous donation of facilities.

2<sup>nd</sup> by Hay

**Passed unanimously**

31. Addis moved to adjourn.

2<sup>nd</sup> by Levinson

**Passed unanimously**

Meeting adjourned at 1:15pm

## Attachment A

### Presidents Report

March 9, 2002

1. NCC now owns the Sellecks property! The closing was earlier that morning at Lawyer Mike Breen's office and attended by Bob Addis, Christa Hay, Joe Levinson, and Trustee Mike Warner. Photos taken of our 1<sup>st</sup>. purchase. Reminder: Our fund raising has completed payment for it. Bob & Joe will start with the Town of Carlisle to secure property tax exemption.

The Sellecks Karst Preserve will be featured @ Spring NRO, with Bob Addis giving 2 guided tours of the surface features at 10AM & 1:30 PM. Jon Allison will lead a digging trip to re-open Levy's, and the other caves will be open.

Member Al Lehman purchased the Kniskern Rd. culvert for \$110 NCC funds, transported it to the site, and got the Carlisle Highway Superintendent to install it (2/14). We now can park on our own land to visit the Preserve.

Selleck's previous owners, the Ward family, stopped by for a word of thanks and photo taking.

Howe's \$500 donation to our Acquisitions Fund was recently matched by a \$500 donation from Fred Stone, the discoverer of McFail's in 1962 and now living in Hawaii. Howe's John Sagendorf was thanked for starting it.

2. Church & Wagon Wheel Caves. Bob & Christa took Roland Vinyard's professional appraisal to the owner on 2/8, but she was firmly not interested in selling at \$17,000/14.5 Acres. Although the appraisal was not an offer from us, we believe that she will continue discussions with us, and she has offered the NCC the first right of refusal if she gets another offer. She has taken her house and other parcels off the market and will continue to live there.
3. NCC stickers are in. \$2@ or free with a \$50 donation.
4. NCC taking Credit Cards. Bill F. has another source to contact.
5. Onesquethaw Preserve. Group wanted to spread gravel or shale, build a changing booth this spring. Trustee Vince Kappler said we could do duplicate efforts for here & Sellecks and offered to head the work party.
6. Agreement w/Callahan for South Bethlehem Cave. Agreement has been reviewed and commented on by our Legal Committee, Dan Werner - See website. Acquisitions Committee Chairman Chuck Porter will take the EC's comments back to Callahan to keep communications flowing. The liability insurance requirement remains as one large obstacle to overcome, but we have ideas & suggestions.
7. Preliminary Agenda for 3/9 Board meeting. Several motions were written; See website.
8. 3/9 Board Meeting. 10:30 AM @ Carlisle Fire House across from the blinking light on US Rt. 20 (Intersection with Cromme Rd., the turn for Sellecks).

Attachment B  
**Vice President's Report**

03/08/02

**Decals are completed** -- thanks to Emily and Christa for their assistance.

**Fundraising Update:**

I found an interesting alternative to the NCC becoming a credit card merchant online, **Networkforgood.org**. I believe this is a legitimate organization, supported by some of our favorite corporate entities. From their website:

**About Network for Good**

Network for Good, an independent, 501(c)(3) organization, was founded by the AOL Time Warner Foundation and AOL, Inc.; the Cisco Foundation and Cisco Systems, Inc.; and Yahoo! Inc., in partnership with over 20 nonprofit foundations and associations who share the desire to foster the informed use of the Internet for civic participation and philanthropy. The Website aggregates content and resources from these leaders, organizes them and makes them available in one comprehensive, easy-to-use destination, which also helps to expand the reach, effectiveness and pervasiveness of all of Network for Good's nonprofit partners.

Network for Good is the first coalition of its kind to help nonprofit organizations become more effective and efficient. Network for Good will help them further their mission by integrating the full power of the online medium into their own operations such as fundraising, recruitment and advocacy. This new ePhilanthropy portal also incorporates many of the tools and resources of Helping.org, which pioneered online giving and volunteering.

- **Charities receive 100% of the donations.**
- **Nonprofits pay no fees or costs.**
- **Donors receive records of contributions for tax purposes.**

Step 1: Register with Guidestar

Step 2: Read our Giving System Agreement (see Exhibit A, attached)

Step 3: Apply for Electronic Funds Transfer

Step 4: Create Your Network for Good URL

**Email Preference choices when giving:**

- Provide my name and e-mail address to the charity.
- Provide my name to the charity, but keep my e-mail address private.
- Do not provide any information about me. I prefer to make this contribution anonymously.

**Exhibit A**

**Network for Good Giving System Agreement**

Please read this Agreement carefully before using the Network for Good Giving System (the "Giving System"). This is a binding agreement (the "Agreement") between you or the entity that will be receiving donations ("you"), Network for Good ("NETWORK FOR GOOD"), and

PipeVine/UniTEQ ("PipeVine"). By using the Giving System, you hereby ACCEPT AND AGREE to all of the terms and conditions set forth in this Agreement.

1. LIMITED LICENSE. Provided you have registered with the GuideStar Information System on [www.networkforgood.org](http://www.networkforgood.org) and completed and sent to NETWORK FOR GOOD the Electronic Funds Transfer Authorization Agreement, NETWORK FOR GOOD hereby grants to you a nonexclusive, revocable, royalty-free limited license to create a Network for Good donation site URL ("Donation URL") as described on the following page of the Network for Good Web site, <http://www.networkforgood.org/npofundraising/donations/direction.html>, and to place a link to that Donation URL on your Web site solely as necessary for, and for the purpose of, facilitating online donations to your 501(c)(3) charitable organization. NETWORK FOR GOOD cannot be used to process donations made directly to you or your agent. NETWORK FOR GOOD cannot be used to process memberships, merchandise or donations that were not made directly by the donor to your organization through NETWORK FOR GOOD. If you choose to use one of the "Donate Now" buttons provided by NETWORK FOR GOOD (the "Button") as the link to your Donation URL, NETWORK FOR GOOD hereby grants to you a nonexclusive, revocable, royalty-free limited license to download and use the Button on your Web site solely for the purpose described above. The link to your Donation URL, whether one of the Buttons, a separately designed icon, or a hyperlink, is referred to herein as the "Link." You agree not to use the Link in a manner that is, or otherwise include materials on your Web site that are, disparaging of NETWORK FOR GOOD, PipeVine or GuideStar. You also agree not to use the Link on a Web site with content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law. You understand that NETWORK FOR GOOD has not authorized, sponsored, endorsed, or approved your Web site, your organization or your organization's activities and agree that the Link shall not be used in any manner that would falsely convey such sponsorship, endorsement or approval by NETWORK FOR GOOD. NETWORK FOR GOOD reserves all proprietary rights in and to the Button, Network for Good, and all other NETWORK FOR GOOD trademarks not expressly granted herein. You agree that NETWORK FOR GOOD can revoke this license at any time for any or no reason upon notice by NETWORK FOR GOOD to you and you agree upon receipt of such notice immediately to cease using the Link. You also agree that this license shall be automatically terminated without any action on NETWORK FOR GOOD's part should you no longer possess tax-exempt status under Internal Revenue Code Section 501(c)(3).

2. REPRESENTATIONS. You represent and warrant to NETWORK FOR GOOD that at all times during the term of this Agreement, (a) you are recognized by the Internal Revenue Service as exempt from federal income tax under IRC Section 501(c)(3), and have public charity status under Section 509, and will utilize all donations received through use of the Link in accordance with such tax-exempt status, and your Web site will not violate any restrictions imposed by applicable law on IRC Section 501(c)(3) entities, including but not limited to those proscribing political activity or proscribing the use of your income or assets for a private purpose; (b) you understand you may have obligations to register under, and covenant that you shall fully comply and bear the costs associated with, any and all applicable state and local statutes governing the solicitation of charitable solicitations, including but not limited to fulfilling any registration requirements thereof; (c) you have registered with the GuideStar Information System at the [www.networkforgood.org](http://www.networkforgood.org) Web site; (d) you have completed and submitted the Electronic Funds Transfer Authorization Agreement [link to EFT agreement], (e) you shall promptly notify NETWORK FOR GOOD of any change in your tax-exempt status, and any inquiry by the IRS or any state or local government regarding the matters described in (a) and (b) above; (f) the donor of any online donation will not receive, nor be promised to receive, any valuable goods or services as a result of such donation; (g) you grant NETWORK FOR GOOD and PipeVine the authority to collect donations on your behalf, and consent to the use of your organization's name on the [www.networkforgood.org](http://www.networkforgood.org) Web site; and (h) you agree to indemnify and hold harmless NETWORK FOR GOOD and PipeVine from and against any loss or liability of any kind, including but not limited to fees and costs incurred in defense thereof, resulting from or arising in any

manner from, the material breach or inaccuracy of any covenant, duty, representation or warranty set forth in (a), (b), (c), (d) (f) or (g) above of this Section 2. Your obligation to indemnify NETWORK FOR GOOD shall survive termination of this Agreement.

3. LIABILITY. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, AND LOST DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT YOU SHALL REMAIN LIABLE TO NETWORK FOR GOOD AND PIPEVINE TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 5 BELOW.

4. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NETWORK FOR GOOD AND PIPEVINE MAKE NO, AND EXPRESSLY DISCLAIM ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LINK, THE NETWORK FOR GOOD GIVING SYSTEM, AND ANY OTHER SERVICE, CONTENT, TOOLS, OR RELATED DOCUMENTS OR MATERIALS (IN ELECTRONIC FORM OR OTHERWISE) PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NETWORK FOR GOOD EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY, OR ANY OTHER ASPECT OF THE LINK OR THE BUTTON. You agree that NETWORK FOR GOOD will not be liable for any interruptions or errors in using the Link. The provisions of this section survive termination or expiration of the Agreement.

5. INDEMNIFICATION. You agree to defend, indemnify and hold harmless NETWORK FOR GOOD, PIPEVINE, their parents, subsidiaries, and affiliates, and their respective officers, directors, agents, distributors, franchisees and employees against any loss, damage, expense, or cost, including reasonable attorneys fees (including allocated costs for in-house legal services) arising out of any claim, demand, action, suit, investigation, arbitration or other proceeding by a third party ("Liabilities") based on (i) your material breach or the inaccuracy of any covenant, duty, representation, or warranty of this Agreement, (ii) materials contained on your Web site (including any allegation that such materials infringe a third party's proprietary rights), and (iii) any other aspect of your activities or your Web site and the content thereon.

6. APPLICABLE LAW; JURISDICTION. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware except for its conflicts of law principles. Each party irrevocably consents to the jurisdiction of the courts of the State of Delaware and the federal courts situated in the State of Delaware, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

7. BINDING NATURE. Although you and NETWORK FOR GOOD and PipeVine intend for this to constitute a binding agreement, you agree to execute a written version hereof if requested by NETWORK FOR GOOD.

**Attachment C**  
**Treasurers Report**  
**For**  
**The Northeast Cave Conservancy, Inc.**  
**9-Mar-02**

We have closed on Sellecks finally. We raised a total \$15,353.77 towards the purchase. The final cost of the purchase was \$13,600.33. This left us with an excess of \$1,753.44. I am suggesting that we return \$2,000 to the NSS since they were our biggest contributors of \$5,000. I have spoken with several NSS board members and they have told me that the NSS would look favorably upon a return and it could help us in the future if we ask them for more grants. Over the next month or so, I will be filing our income tax for the NCC. After that I will have very little time to devote towards the NCC until the fall due to my involvement with the NSS convention this coming June.

Respectively submitted,

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Joe E. Levinson