

January 11th, 2007

The regular meeting of the Town Board was held at the Town Hall on Thursday, January 11th, 2007 with the following members present: Albert Janik, Supervisor; Carol Osborne, Daniel Pemrick, Peter Coseo and Thomas Kinsella, Councilman. Also present were Town Counsel Mark Schachner, Highway Supt. Walter Barss, 1 reporter and approximately 22 residents.

At 7:15 PM Opening of Bids was held for a Used Forestry Bucket/Chipper Truck. Clerk presented proof of legal publication. The following bid was received:

Mickey's Truck & Equipment Sales	-	\$28,900.00
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At 7:20 PM Opening of Bids was held for a 110 Gallon Diesel Fired Melter with Two Sealant Delivery Systems. Clerk presented proof of legal publication. The following bids were received:

Artco Equipment Sales, Inc.	-	\$35,983.00
Cimline, Inc.	-	40,158.00
Pavement Technologies	-	28,355.00

(Alternate Proposal)

The regular meeting was called to order by the Supervisor at 7:30 PM and opened with the pledge to the flag. On motion of Osborne, C. and seconded by Pemrick, C. the minutes of 12/14/06, 12/28/06 & 1/2/07 were approved as submitted by all members present.

Letter from the City of Saratoga Springs Planning Board notifying the Town of a subdivision within 500 feet of the Town line on North Broadway. Supervisor Janik did not believe it would have any impact on the Town.

Notice from NYSDOT approving the request for speed limit reduction on Goose Hollow Road to 45 mph.

Notice from NYS Association of Towns regarding the upcoming training session for town officials to be held in February.

RESOLUTION # 29 – Award Bid for Used Forestry Bucket/Chipper Truck

Motion: Pemrick, C.

Seconded: Coseo, C.

RESOLVED, That the Town Board hereby awards the bid for the Used Forestry Bucket/Chipper Truck to Mickey's Truck and Equipment Sales for \$28,900.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

Diesel Fired Melter – Supervisor Janik noted that the 3 bids will be turned over to the Highway Superintendent for his review to make sure that the low bidder meets the specifications. Highway Supt. will have information for the next regular meeting.

Barney Road – Supervisor Janik stated that Town had been considering the possibility of abandoning a section of Barney Road. It is presently a single lane, seasonal road. There was quite a bit of public opposition at the public hearing held last month. Since that time the Town has been looking at alternatives. One of the concerns of the Board was regarding the issuance of a building permit should someone apply and what the options were. Town Counsel Schachner noted that generally speaking if

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someone were to apply for a building permit it would not be a Town Board issue. The Board could however, adopt a law that under certain circumstances, such as limited access, that there is some discretionary approval to granting a building permit. Under the current Code if someone were to apply for a building permit and met the setback requirements, etc. there was no choice but to issue a permit. This could be done under the Municipal Home Rule Law. Supervisor Janik stated that if there is a residence on the road then the Town could not post it as a seasonal road. He added that this would be a real problem as far as being able to maintain and plow the road. Town Counsel stated that he was not aware of any other municipality that has passed such a law, however it is possible that the Board could adopt a local law that would create a requirement that in certain situations there is a discretionary aspect to the granting of a building permit for a residence. He noted that it was up to the Board as to whether they wanted to continue to pursue the extent to which the State would or would not allow limited maintenance of the road. Coseo, C. suggested that because the road is so narrow and it appears as if it may be difficult to obtain any land from the State, if someone were to apply for a building permit and this could no longer be a seasonal road, than under Section 205 of the Highway Law it be made a one way road from Greenfield to Providence. Supervisor Janik stated that the Town of Providence also posts this as a seasonal road and if their end of the road remained seasonal there would be no way out. Pemrick, C. asked if someone were to build on the road if it could just be maintained as a dirt road as long as it was kept open and provided access to the property. He suggested that possibly the Town could make a turnaround at the end of the Town portion of the road. Supervisor Janik stated that it would be difficult due to the fact that the Town did not own enough property to construct the turnaround. Town Counsel noted that the State would not give the Town any land. They may allow the Town to do some limited maintenance such as selective cutting of trees deemed to be hazardous, etc. Coseo, C. did not feel that the Town could abandon the road and suggested that until such time it becomes an issue the road should be left as a seasonal road. Supervisor Janik noted that if a permit is issued, there is going to be a serious problem with upgrading and maintaining the road. The material cost alone will be in excess of \$100,000. Town Counsel Schachner to do more research regarding the possibility of adopting the local law.

Update on Town Revaluation – John Bonanno, Town Assessor, addressed the Board regarding the status of the annual revaluation. The first step was to send out data mailers. Approximately 2,300 hundred were sent out and of that amount he received about 650 responses back. Over half had no changes. The remainder of them had changes and the property inventories have been updated. In the cases where the inventory was significantly different, he went out and did a field inspection. In most cases he was able to meet with the property owner as well. The next step is an ongoing analysis of all the sales that have taken place in the Town and coming up with tentative values for each property. The values will be reviewed for consistency within neighborhoods, outliers, etc. Hopefully by March 1st he will be sending out impact notices. The impact notice takes the current estimated market value and uses the most current years budget to determine what the proposed tax increase or decrease will be for each property. Mr. Bonanno reminded everyone that because your assessment goes up it

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does not mean that your taxes will go up. As the assessments go up the rate goes down. When the impact notices are sent out there will be a number to call to set up a 15 minute appointment where you will have an opportunity to bring in documentation to support what you feel the property is worth. If you are not happy, you will have a second chance when the change of assessment notices are sent out in April. There will be another set of meetings that will be held. If you are still unhappy, you can appear before the Board of Assessment Review. The next step after that would be to file a Small Claims and have a court appointed hearing officer review your case. If you need to go even further, you could file an Article 7, a more formalized court hearing. Kinsella, C. asked how a taxpayer would go about getting the information they need to provide the necessary documentation. Mr. Bonanno stated that he would have available in the Town Hall a set of tax maps, tax roll, listing of sales, etc. for review. His office would do their best with trying to assist everyone in obtaining the necessary information, however reminded the Board that they still had to do the regular duties as well as the revaluation. He will be sending out a letter with the impact statements and include information regarding this. Coseo, C. asked if there was a separate file maintained for each parcel which would show the value of each building located on the property that the property owner could look at. Mr. Bonanno stated that each file contained a property record card, property transfers and possibly a copy of their deeds. He was not sure that he would have the ability to help everyone that comes in but they would do their best to do so.

Draft Zoning Law – Stu Messinger from Chazen Companies was present. Supervisor Janik stated that the Board has had a number of discussions regarding the draft and one of the main areas of concern was nonconformance. Kinsella, C. and Coseo, C. had submitted proposed variations of what is in the current proposal which have been forwarded to Chazen. Mr. Messinger stated that he sent the Board some proposed changes which hopefully addressed their concerns with respect to logging and contractor yards. These would be a permitted use by a Special Use Permit. He added that the Board then started to have discussions about how to figure out who is legally in existence and who was not. The original draft contained a registration type of procedure which applied to home occupations. Mr. Messinger was concerned with paragraph 3. He asked what was meant by the very beginning which stated “any documented use”. Did this mean any use in the Town. Coseo, C. stated that they meant any non-conforming use. Mr. Messinger questioned why they chose “5 or more years”. Coseo, C. stated that the thought was that if someone who has been operating a business, whether they thought they were legal or not, for a period of time and the Town had not done anything about it, it would provide limited amnesty for them. They would get non-conforming status if they had been in operation for more than 5 years. Mr. Messinger stated that the way this was normally handled was that if you were legally in existence when Zoning was enacted you would have some status as a non-conforming use. Mr. Messinger noted that the way the regulations are being proposed, no matter how the use might be regulated in the Zoning Law, whether by Site Plan Review or Special Permit, you are bringing it into the Special Use Permit process. He did not think that they should be handled that way. Coseo, C. stated that if you were a use that was not allowed even as a Special Use under the current Zoning, but you have been in existence, the fact that it is not allowed in that

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zone with not preclude them from applying. Mr. Messinger clarified that what the Board was trying to do was take all non-conforming uses and if they have been around for at least 5 years, they would be given legitimacy by requiring them to get a Special Use Permit. Coseo, C. stated that the original proposal would only handle one type of use, storage yards involving loggers. He stated that there were other people who have operated businesses in the Town for quite some time and it is possible that they may not be legal. Rather than shut them down, he would like to try and give them some legitimacy. He is proposing that they be given a limited period of time to come in and make the Town aware of what they are doing and the Town will help them to become a legally operating business in Town, if they are currently illegal. Town Counsel Schachner stated that this was an unusual approach. He did not have a great deal of knowledge regarding what current uses there are in existence that are not in conformance with the current Zoning Law or were never in conformance with any Town Zoning Law. He was concerned that the proposal may allow uses that no one was aware of and that the Town would never want to see. One other concern was that potentially some uses that would not otherwise be regulated as Special Uses would now be regulated by Special Use Permits. Sometimes it is hard to fit a use that is not typically regulated as a Special Use into the Special Use Permit criteria. Kinsella, C. felt that based on what they believe to be going on in the Town, the number of this type of business that will fall into that category would be minimal. Coseo, C. stated that if something really doesn't fit in with the character of the neighbor, it would have to meet certain criteria of a Special Use. Osborne, C. stated that the Town Zoning Law does provide for a large amount of Commercial property and this would help the people trying to operate a home occupation. Town Counsel Schachner stated that under State Law typically a use that is treated as a Special Use means that it is an allowed use. There are some cases that make it difficult for a Planning Board to deny Special Use Permits harder than to deny Site Plan Review. Mr. Messinger felt that the Town was looking to be able to look at such things as noise, hours of operation, etc. which you would be able to do under a Special Use Permit. Mr. Messinger asked what the Board wanted to do with the person who does not comply and does not come in. Supervisor Janik stated that they would always be able to apply for a Special Use Permit, however they would not have the window of opportunity to apply for a use that is not permitted. In that case, they would have to apply for a variance. Mr. Messinger suggested that the Town consider a little longer length of time rather than just 4 months. Board members agreed that they would like to delete the registration provision. In addition, they do not want to add the proposed storage yard as a permitted use. Board members agreed to schedule a special meeting for Thursday, January 25th, 2007 at 7:30 PM to complete Part 2 & 3 of the Long Form SEQRA and possibly adopt the proposed law. Mr. Messinger to put together the proposed revisions and forward to the Town as soon as possible. Kinsella, C. asked that he take a look at the lot size tables for the proposed uses. He felt that there may be some conflicts with minimum lot sizes.

Caboose – Supervisor Janik noted that he received an estimate of repairs from Northern Dean at a cost of \$8,830. He has called the insurance company of the driver of the vehicle and he has not yet been able to obtain an appraisal. Supervisor Janik stated that he also received an estimate for the overall refurbishment of the caboose. It is

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in need of many repairs and would cost approximately \$30,000. to \$40,000. He asked the Board if they were to receive the \$8,000.+ from the insurance company, would they want to add an additional \$20,000. to \$30,000. to refurbish the caboose. Coseo, C. felt that the claim should be settled first then the Board could determine whether or not they would use the money to repair the damage sustained or do all the repairs that are necessary. Coseo, C. stated that he had some serious concerns about putting that much money into something that does not receive much use. Kinsella, C. wanted to know what all the options were before making a decision. Supervisor Janik stated that one option would be that the Town could donate it to the Fairgrounds. A representative from there has stated that they would like it. Supervisor Janik noted that the Town purchased the caboose for \$1. from D & H and had nothing into it other than the cost of moving it and some siding and paint. Occasionally they have some tours go through there, maybe once a year during the summertime. He would hesitate to spend that amount of money on anything that has very little return to the Town. Coseo, C. suggested that possibly the station could be rented out for commercial purposes.

Comments Regarding Proposed Zoning Law - Walter Chandler, Sand Hill Road – Mr. Chandler asked what exactly he would be required to do. Supervisor Janik stated that he could apply for a Special Use Permit under the new guidelines. Kinsella, C. added that he might want to ask the Code Enforcement Officer if he was presently in conformance or not. If he determines that you are in conformance then you would not have to do anything. If not, under the new law you would be able to apply for the Special Permit. Kinsella, C. added that the Board has discussed the possibility of waiving the fees for the permits and engineered drawings that a new applicant would have to do in an attempt to try and reduce the burden on the individuals who had to come in and apply. Mr. Chandler did not feel that he operated a commercial business from his home. He works in the field and just brings his equipment home to park it. He was not selling anything off of his property. Peter Stewart – Asked what the guidelines were. He stated that he has lived in the area since 1979. He built his home in 1999 and his garage in 2001. He was given his permits at that time and was never told about any Zoning that was in effect. Now all of a sudden this is going on. He did not agree with what the Town was trying to do, especially if someone has not lived here for the 5 year requirement. Mr. Stewart was going to talk to the Code Enforcement Officer to see if he was in compliance or not. He thought that this was going to put a lot of people out of work. Chad Jorgensen – Mr. Jorgensen felt that the problem was that the taxpayers needed to be better informed. He suggested that the Town try and communicate with the residents better. Butch Duffney – Asked Supervisor Janik if he had a real problem with the businesses in Town. Supervisor Janik stated that the public hearing on this matter had already gone by. This was time for public comment on issues before the Board this evening. He added that he did not have a problem with any of the operations in Town. The Board has recognized that there is an issue and they are trying to draft language to accommodate people. He did not know who was in compliance and who was not. That was something that would have to be decided between the homeowner and the Zoning Administrator. The Board is creating an opportunity for people who have been in existence and have worked in the Town for a number of years to become legal if they are nonconforming. If you are

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grandfathered and have been in existence prior to Zoning, then you have no problem. Coseo, C. suggested anyone with concerns should go to the Zoning Administrator and ask him if he agreed and get a letter of conformance. If he determines that you are not in conformance and you do not agree with that determination, then you would have the option of applying to the Zoning Board of Appeals for an Interpretation. Pemrick, C. noted that in many cases a business that has been in existence for 10 or 15 years has expanded and those expansions may not be legal. This new law recognizes that expansion is a natural evolution in a business and the Town wants to take that into consideration and are asking the business owners to go in and apply and explain what you do have. Special consideration is being given to people in those situations. This Board is trying to protect the Town and at the same time recognize that these situations exist in the community. They are providing a window of opportunity to get everybody in compliance. Chad Jorgensen felt that the 120 day time limit was too short of a period of time to apply. Vince Walsh, Greene Road – Mr. Walsh stated that he had some questions regarding the information he received at the public hearings. He asked how the draft proposal was addressing the concerns in the Comprehensive Plan regarding the protection of natural resources and open space. Supervisor Janik stated that this Plan greatly reduces the number of developable lots in the Town. Mr. Walsh noted that when you look at the environment, there are many areas where there are 1 acre lots right next to the Kayadeross Creek and there are 3 acre lots all along the Kayadeross watershed. Kinsella, C. stated that the Planning Board performs environmental reviews on every subdivision that comes before them. Just because a 1 ½ acre lot may be allowed, it does not mean that there are going to be granted that if there are wetlands, etc. Mr. Walsh stated that the County has the Green Infrastructure Plan and asked if any of that was taken into account. Supervisor Janik stated that open space was a big consideration in putting together this plan. Mr. Walsh asked why special districts were created such as around Lake Desolation and the Kayadeross Ridge, and why this wasn't required throughout the Town. Supervisor Janik stated that there is a known impact on Lake Desolation from an abundance of non-performing or improperly performing septic systems and to address that, language was drafted in an attempt to lessen the impact on that body of water. Coseo, C. added that any new septic system in this Town has to be certified by an engineer. Rick Scarce thanked the Board for all that they have done. He added that as long as this process has taken, he still felt that it was being rushed. He felt that there were opportunities that were being passed up regarding the maintenance of open space, cluster development, etc. He would bring in some information to the Board on how other rural towns are approaching zoning. Supervisor Janik stated that this is a big revision to the Zoning process. However, just because this proposed draft is adopted it does not preclude the Board from making changes to particular areas in the future. Kinsella, C. noted that cluster developments are part of the Subdivision Regulations which were not being revised at this time. They are already an option in those regulations.

Thomas Clothier, Corinth – Mr. Clothier asked what the Town's procedure was for shared services with other municipalities. Supervisor Janik stated that agreements have been signed with other municipalities to provide trucks, equipment, etc.

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Mr. Clothier asked if there was any exchange of money between the Towns. Supervisor Janik stated that there was no compensation or financial agreement. Highway Supt. Barss stated that the various Towns work together to try and help each other out. If they do not work together, each of the Towns taxpayers would be paying a lot more for services. This is something that has been going on for many years and there has never been a problem.

RESOLUTION # 30 – Temporary Closing of Roads for Vehicles Over
Four Tons

Motion: Osborne, C.

Seconded: Kinsella, C.

RESOLVED, That the Town Clerk give notice of the following:

NOTICE is hereby given that pursuant to Subdivision II of Section 1660 of the Vehicle and Traffic Law, the Town Board of the Town of Greenfield hereby directs and orders that all Town roads will be temporarily closed to any and all vehicles having a gross weight of over four tons.

Such temporary restrictions will become effective when notices are posted on the highways and continue until such time as conditions will permit opening.

Further notice is hereby given that any person or persons violating this order shall be subject to punishment as provided in Section 1800 of the Vehicle and Traffic Law.

By order of the Town Board.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

RESOLUTION # 31 – Amendment to Fee Schedule

Motion: Osborne, C.

Seconded: Coseo, C.

RESOLVED, That the Town Board hereby amends the Fee Schedule – A210-1 of the Town of Greenfield as follows:

The word “legal” was added to each section regarding engineering and consulting fees.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

RESOLUTION # 32 – Adopt National Incident Management System

Motion: Osborne, C.

Seconded: Coseo, C.

RESOLVED, by the Town Board of the Town of Greenfield, State of New York that:

WHEREAS, In Homeland Security Presidential Directive (HSPD)-5, the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and

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WHEREAS, the collective input and guidance from all federal, state, local and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary that all federal, state, local, and tribal emergency management agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that federal, state, local and tribal organizations utilize standardized terminology, standardized organizational structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the state's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state, including all public safety and emergency response organizations training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System,

NOW THEREFORE, Pursuant to the authority vested in me by the Town Board and provisions of the resolution, I do hereby mandate the National Incident Management System be utilized for all incident management in the Town of Greenfield.

I further proclaim this to take effect immediately.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

RESOLUTION # 33 – Adopt Mutual Aid and Assistance Agreement for Disasters and Other Related Emergencies

Motion: Pemrick, C.

Seconded: Coseo, C.

WHEREAS, the safety of the citizens of the State of New York is of the utmost importance to all levels of state and local government; and

WHEREAS, the County of Saratoga and the Town of Greenfield seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel and equipment in the event of a local disaster or other emergency; and

WHEREAS, the State of New York and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or man-made disaster and/or other emergency,

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NOW THEREFORE, the parties agree as follows:

SECTION I.

DEFINITIONS

A. “Agreement” shall mean this document, the “Intrastate Mutual Aid Agreement for Disasters and Other Emergencies”.

B. “Aid and Assistance” shall include, but not be limited to, personnel, equipment, facilities, services, supplies and other resources.

C. “Authorized Representative” shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer or provide assistance under the terms of this Agreement.

D. “Disaster or other emergency” shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses or any other incident which directly affects public safety.

E. “Provider” means a party to this Agreement that has received a request to furnish aid and assistance to the party in need (“Recipient”).

F. “Recipient” means a party to this Agreement receiving aid and assistance from another party.

SECTION II.

OBLIGATIONS OF THE PARTIES

A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party’s foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.

B. Procedures for Requesting Assistance – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request.

C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.

D. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider’s traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider’s personnel, including, without limitation,

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transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.

E. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider’s supervisory personnel shall have the authority to:

1. Assign work and establish work schedules for Provider’s personnel;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at regular intervals as specified by Recipient.

F. Period of Service; Renewability, Recall – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION III.

REIMBURSEMENT

A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.

1. Personnel – During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements.
2. Equipment – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
3. Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care at all times in the use and control of all materials and supplies used by

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them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and New York State reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.

B. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel, Provider shall maintain records and invoices for reimbursement.

C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.

D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, New York State and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment under this Agreement.

SECTION IV.

PROVIDER’S EMPLOYEES

A. Rights and Privileges – Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.

B. Workers’ Compensation – Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees.

SECTION V.

NONDISCRIMINATION

In accordance with Article 15 of the Executive Law (“Human Rights Law”), and all other applicable local, State and Federal constitutional, statutory and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status or marital status.

SECTION VI.

HOLD HARMLESS

To the extent permitted by law, each part (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every

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kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION VII.
AMENDMENTS

This agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

SECTION VIII.
DURATION OF AGREEMENT

A. Term – This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.

B. Renewal – This agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.

C. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

SECTION IX.
HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in anyway the express terms and provisions of this Agreement.

SECTION X
SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court or competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement,

SECTION XI.
EFFECTIVE DATE

This Agreement shall take effect upon its execution by both parties.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Supervisor Janik advised that in the very near future the Town needs to appoint a NIMS Coordinator. There is some training involved. Kinsella, C. stated that the IS700 course that is required can be done online. He felt that it would be best if the

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Supervisor were the Coordinator. He added that once you take the IS700 course and learn the hierarchy of the system you will find that everything goes through the Supervisor.

Lions Club Sign – Supervisor Janik stated that he had a request from the Lions Clubs to erect a sign on Town property by the Old Railroad Station. They had the sign up the road farther, however it was knocked down and the new owners of the property do not want it to be put back up. If allowed, the Lions Club would need to meet any Zoning requirements regarding Signs and obtain any necessary permits.

RESOLUTION # 34 – Authorize Lions Club to Install Sign

Motion: Pemrick, C.

Seconded: Coseo, C.

RESOLVED, That the Town Board hereby gives the Town of Greenfield Lions permission to erect a sign on the Old Railroad Station, subject to appropriate reviews and permits, and

FURTHER RESOLVED, That the placement of the sign shall be such so that it does not obstruct the view.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

RESOLUTION # 35 – Community Center Use

Motion: Osborne, C.

Seconded: Pemrick, C.

RESOLVED, That the Greenfield Grange is hereby authorized to use the Town of Greenfield Community Center on April 9th, 2007 from 7 to 9 PM.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

Unsafe Building – Willard Property – Supervisor Janik advised that everything is in place and he has notified the Highway Superintendent that they can go in and dismantle the building at any time.

Speed Reduction – Allen Road – Highway Superintendent Barss requested that the Board consider applying for a speed reduction for the entire length of Allen Road. They have been working on that road and he has received a lot of requests from residents. The road contains a lot of dangerous, sharp corners.

RESOLUTION # 36 – Speed Reduction Request

Motion: Osborne, C.,

Seconded: Kinsella, C.

RESOLVED, That the Town Board hereby forwards a request to the Saratoga County Highway Superintendent and the New York State Department of Transportation to reduce the speed limit for the entire length of Allen Road.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

Brigham Road Park – William and Kathy Tuczynski were present. Kathy Tuczynski stated that they wanted to go on record that they have some concerns regarding the water drainage from the Town Park property onto their property. They would like to see the Town put together a plan so that they have an idea of the steps that

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are going to be taken in order to correct the situation. They have had informal discussions with the Highway Superintendent and Town Engineer and the few steps that have been taken to date appear to be going in a positive direction. Mr. Tuczynski stated that the work that has been completed to date has already cut down approximately 50% of the runoff. Ditching the existing well into the catch basin was a great idea. His concern was that if the well continues to run constantly, there was going to be a problem. Mr. Tuczynski stated that the Town Engineer had discussed the possibility of creating a retention area toward the road and put a cap on the culvert with a 4 or 6 inch pipe so that the water would catch there and all the silt would not continue to wash down on to his property. Another suggestion was to possibly place a berm along the road to stop the water and silt from coming on to his property and force the water to continue to run down the side of the road to the State catch basin. Supervisor Janik added that they were also going to put down stone to help to cut down on the silt. The Town will correct everything that we can. At a certain point, remedial action may involve State DOT if the Town is not able to correct the problem. He added that one option that has been discussed is the possibility of replacing the culvert that runs under the road. The problem there is once it crosses under the road, where will the water go since the whole area has been filled in. Mrs. Tuczynski stated that they are looking for the Town to put a serious and thoughtful plan together. She added that the way the Town has diverted the water at this time, it is not running down the front piece of their property. It is running behind the stone wall on the Town property. She was concerned that if the water continues to flow there that it might come down on to the back of their property where they have never had water before. Supervisor Janik stated that the Town will continue to work on the problem and do whatever it can to correct the situation. Kinsella, C. questioned how much area was disturbed when the Highway Department was cutting in the roadway and whether or not the Town Engineer prepared any necessary stormwater reports.

Monthly reports were submitted by the Dog Control Officer, Town Justices, Highway Superintendent, Town Clerk, UDAG Revolving Loan Fund, Supervisor and the Building Department.

Annual reports were submitted by the Highway Superintendent, Town Clerk and Town Justice Hopkins.

Annual Audit of Books – The annual audit of books was scheduled for the agenda meeting on February 1st.

RESOLUTION # 37 – General Bills

Motion: Osborne, C.

Seconded: Pemrick, C.

RESOLVED, That General Bills #1 to #18 in the amount of \$24,420.93 be paid, subject to audit.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

Old Bucket Truck – Highway Supt. Barss stated that the Village of Corinth was interested in the Old Bucket Truck. They originally donated the cab and chasis to the Town when ours burnt up 6 or 7 years ago. They borrow it from the Town quite often. He asked if the Board would be satisfied with a price of \$1,500. Supervisor

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Janik did not feel that the truck was worth very much and did not think that they would be able to sell it if they were to put it out to bid. Coseo, C. questioned whether it had to be put out to bid. Town Counsel Schachner stated that there could be an intermunicipal agreement, however the price would still have to be for a fair market value.

RESOLUTION # 38 – Declare Equipment Surplus and Enter Intermunicipal Agreement for Sale of

Motion: Pemrick, C.

Seconded: Kinsella, C.

RESOLVED, That the Town Board hereby declares the Old Bucket Truck as surplus, and

FURTHER RESOLVED, That the Board agrees to sell the Old Bucket Truck to the Village of Corinth for \$1,500.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

On motion of Pemrick, C. and seconded by Osborne, C., the Board adjourned to Executive Session at 9:25 PM for the purpose of discussing personnel. Town Clerk was not present and no minutes were filed. On motion of Osborne, C. and seconded by Pemrick, C., the Board returned to regular session at 9:41 PM.

RESOLUTION # 39 – Advertise for Opening – Part Time Assessor

Motion: Osborne, C.

Seconded: Kinsella, C.

RESOLVED, That the Town Board hereby authorizes the Town Clerk to advertise for an opening for the position of Part-Time Assessor at the salary of \$36,000, which shall include regular Assessor duties and Annual Revaluation, and

FURTHER RESOLVED, That applicants shall be presently certified and should submit their resume to the Town Clerk no later than February 7th, 2007.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

RESOLUTION # 40 – Amend Emergency Services Contract with Saratoga Springs Emergency Corp. Inc.

Motion: Kinsella, C.

Seconded: Osborne, C.

RESOLVED, That the Town Board hereby increases the annual compensation to the Saratoga Springs Emergency Corp, Inc. for 2007 to \$35,000.

VOTE: Ayes: Janik, Osborne, Pemrick, Coseo, Kinsella

Noes: None

On motion of Osborne, C. and seconded by Coseo, C., the meeting was adjourned at 9:45 PM.

Town Clerk