

November 12th, 2009

The regular meeting of the Town Board was held on Thursday, November 12th, 2009 with the following members present: Richard Rowland, Supervisor; Peter Coseo (after Board of Health session), Thomas Kinsella and Daniel Cochran, Councilman. Daniel Pemrick was absent. Also present were Town Counsel Mark Schachner, Highway Supt. Walter Barss and 6 residents.

At 7:25 PM the Board convened as a Board of Health to review the application of Diane Sacala for a Variance of Chapter 54 – Replacement of a failed septic system. Supervisor Rowland advised that the applicants' septic system had failed and that they were looking to install a replacement system within 4 feet of useable soil, which meets DOH standards, rather than 6 feet of useable soil as required by the Town Code. Board reviewed the stamped engineered drawings submitted by the applicant. Kinsella, C. asked what the elevation difference was between the well and septic. The applicant stated that the property slopes from back to front and there is a difference of approximately 3 feet. The well is located in the back yard and the proposed septic/leachfield in the front yard. Kinsella, C. asked if the Town Engineer had reviewed the plans. Town Clerk did not believe that he had reviewed the plans. Kinsella, C. stated that he would like to have him review the plans. He asked how soon they were looking to do the work. The applicant stated that they would like to get started as soon as possible, prior to any bad weather. Cochran, C. moved to grant conditional approval of the Variance Application of Diane Sacala contingent upon approval of the Town Engineer. Kinsella, C. seconded. All Board Members present voted in favor.

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 Cochran, C. and seconded by Kinsella, C., the minutes of 10/8/2009, 10/27/2009 and 11/5/2009 were approved as submitted by all members present.

Open Space Fees - \$500.00 – Subdivision of Michael Vincent.

Letter of Appreciation from Chris & Ginger Knight thanking the Highway Department for their dedication and professionalism.

Notice of Public Hearing from the Town of Wilton Planning Board regarding an application for Site Plan Approval for property located at 675 Maple Avenue. Supervisor Rowland advised that the property owner also owns land in the Town of Greenfield which will be involved in the development in the future and will ultimately be coming before the Town of Greenfield Planning Board as well. The access to the project will be through the Town of Wilton.

Notice of Public Hearing from the Town of Wilton Planning Board regarding an application for subdivision approval for property located at 675 Maple Avenue.

Notice of Public Hearing and Proposed sewer rates for the year 2010 from the Saratoga County Sewer District.

Supervisor Rowland submitted a copy of an email that he received from Richard Rosen and Barbara Gordon of Greene Road expressing their appreciation of the job done with the paving of Greene Road. The job appears to be to-notch and the crews were both professional and accommodating to the residents as they did their work.

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Letter from Joan Rose to Supervisor Rowland and Anthony Scirocco, Comm. of Public Works for the City of Saratoga Springs, regarding the poor condition of Denton Road and lower Locust Grove Road and the need to repair them.

Letter from Computel Consultants, a utility billing analysis company, offering to complete an analysis to determine if the Town is receiving the full amount of the franchise fees that they are entitled to under the Cable TV Franchise Agreement. There would be no upfront cost to the Town for the service. If they secure a refund for the Town, they are paid a one-time fee of 50% of the refund.

RESOLUTION # 142 - Adopt 2010 Town Budget

Motion: Kinsella, C.

Seconded: Cochran, C.

WHEREAS, the Town Board has met at the time and place specified in the notice of public hearing on the preliminary budget and heard all persons desiring to be heard thereon, NOW THEREFORE BE IT

RESOLVED, That this Town Board does hereby adopt said preliminary budget as finally compiled, as the annual budget for the year 2010, and that such budget as so adopted be entered in detail in the minutes of the proceedings of the Town Board, and be it

FURTHER RESOLVED, That the Town Clerk of the Town shall prepare and certify a copy of said annual budget as adopted pursuant to section 202A, Sub.2 of the Town Law and deliver thereof to the Supervisor and to the County Board of Supervisors.

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

Proposed Local Law #2-2009 - Coseo, C. stated that he read through the minutes of the Planning Board and Zoning Board of Appeals regarding their discussions on the proposed changes. The Zoning Board talked about the Right-to-Farm Law and the issues they had with the Resolution of Disputes and training. They expressed the same concerns that were discussed at the public hearing regarding whether the proposal was dispute resolution, mediation or arbitration. They were also concerned about who the people were who would serve on this committee and what type of training they had. Coseo, C. felt that there needed to be some discussion as to what the resolution board was and how binding their decision would be. Town Counsel Schachner stated that legally they can not prevent someone from bringing a lawsuit if they were unhappy with the decision. Supervisor Rowland believed that the concept was that the person in question would be allowed a representative, the person on the other side of the dispute would have a representative and the Town Board would have a representative. His interpretation of the law was that it was a mediating session in an attempt to resolve a dispute and that the decision would be non-binding. Coseo, C. asked if it should be a decision or an attempt to reach a dispute resolution. Cochran, C. stated that the language was extracted right from the Right-to-Farm Law of New York State Dept. of Ag & Markets. Supervisor Rowland stated that historically Ag & Markets was very big on boards and mediation types of situations to settle disputes. Town Counsel Schachner felt that in reading Section 30-5 it was clear to him that legally it was non-binding and that it was essentially

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a form of what is called Alternative Dispute Resolution. It states that it is an attempt to resolve the matter prior to filing of any court action and prior to any request for a determination by the Ag & Markets Commission as to whether or not the matter in question is appropriate under the Ag & Markets Law. As far as training was concerned, he did not see anywhere where training was required and did not believe that it was required to do so. Coseo, C. noted that the members are selected by the Town Board and that one representative shall be from the farming community. He asked if there was a list of people who were members of the farming community and what makes them eligible. Cochran, C. stated that his committee felt that this was the strongest point of the Right-to-Farm Law. The committee was very favorable about this dispute resolution board in that this was a first step to try to mediate problems. Town Counsel Schachner suggested that a phrase indicating that the decision was non-binding could be added to the law to make sure that it was perfectly clear. Coseo, C. stated that he was going to suggest that in the Outdoor Wood Furnace section of the Code, there be some sort of language added to make it clear that nothing contained in that section shall be construed to limit the right of a resident to commence an action to abate a private nuisance. Board members agreed that some type of language should be added to both sections to make it clear that while this is something that we are trying to resolve, if it can't be, the Code does not take away their legal rights to commence further action. Kinsella, C. stated that he was okay with the way the Resolution of Disputes section was written. He added that if a dispute were to come up, the Board could define who the farming community was. Supervisor Rowland felt that it would be best to involve someone from the Community based on the dispute, i.e. cows, bees, chickens, etc. Coseo, C. stated that the sentence in 30-5 regarding representation of counsel needed to be eliminated. Coseo, C. stated that it was his understanding after the public hearing that there was some discussion as to whether or not to delete the Site Plan Review for Outdoor Furnaces in Table 1.0 Use Regulations. He also asked that the Board consider adding a new sub paragraph E which states – “Nothing contained in this Section shall be construed to limit the rights of any resident to commence an action against the permittee to abate a private nuisance”. He was asking for this because there may be an instance where even if you obey all the requirements and regulations for Outdoor Furnaces it may be a nuisance to your neighbor, i.e. health hazard, etc. Kinsella, C. felt that density should be a factor in whether or not Site Plan Review for an outdoor furnace should be required. He suggested that there be a note added to the Use Regulations Table which indicates that the Site Plan Review would not be required if the lot was greater than 2 acres. Board members in agreement. Kinsella, C. suggested that under Section 105-133 – W that a new paragraph 3 be added, requiring Professional Engineer stamped plans. Public comments were made regarding the fact that someone was going to be allowed to put up something in the back yard that was 35 feet tall that did not have any kind of review from an engineer. It would only be reviewed by the Building Inspector/Code Enforcement Officer. Board members felt that it was a safety issue. Supervisor Rowland asked if you were to purchase the small wind tower from a specific company, if it would have PE Certification. Cochran, C. noted that that was the thought of the committee and that they did not want to require the homeowner to have to go through the process of obtaining stamped plans for a small

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wind mill to operate a water pump for example, that you can buy from a catalog. A majority of the Board members present agreed to add the PE requirement. Town Counsel Schachner reminded the Board that a SEQRA had to be completed before the Board could consider approving the proposed Code changes. He stated that the SEQRA law and the required forms do not match the proposed legislative action very well. If any of the proposed amendments lead to actual projects, the projects themselves would require SEQRA Review. A draft Part I had been completed and the Board needs to complete Part 2. Coseo, C. stated that the draft Part I indicates on several of the questions that it is Not Applicable. He felt that what the Board was saying that several of these items were not applicable, however what was being proposed was a substantial change in the Zoning Law. He believed that this could have a substantial environmental impact, especially if a large wind generating operation was developed. Cochran, C. stated that it would be addressed at the time the application comes before the Planning Board, at which time he felt that most likely a Full Environmental Impact Statement would be required. The Board can not answer all the possible impacts without an application in front of them. Coseo, C. stated that he was simply questioning what level of SEQRA review would be appropriate. He felt that basically the narrative in Part D covered it and that it stated that there safeguards built into the law that would provide additional environmental safeguards in connection with specific projects which may be proposed. He was wondering if that was a sufficient basis to putting off a full blown SEQRA at this time. Are we meeting our obligation under the law? Town Counsel noted that the action at this time is the proposed adoption of the Zoning Amendments. There is not a proposed project. Adopting these amendments does not allow anyone to build. They have to apply and get approval. It only allows for the possibility. Cochran, C. stated that it would put the onus on the Board to produce an Environmental Impact Statement on everything that could possibly happened in the Town at some point in the future. If an applicant comes forward and wants to construct a wind farm up on the ridge, they are going to have to burden the cost of a Full Environmental Impact Statement, rather than the Town. Coseo, C. stated that he was a little uncomfortable allowing changes in the law and quite possibly allowing major change to come into Greenfield, without doing full SEQRA review. Kinsella, C. felt that changes that were made a few years ago were bigger than the proposed changes now. He felt that there was a greater chance for a significant impact then. Coseo, C. felt that the changes at that time actually provided for less density overall. Kinsella, C. agreed with the overall density, however many different types of businesses, etc. were now allowed throughout the Town that were not previously allowed. Coseo, C. stated that he was concerned about the obligation to address this situation now and not leaving it up to some other Board in the future to address. Kinsella, C and Cochran, C. felt that future Boards would fully investigate this matter. Kinsella, C. stated that in the end he did not think that it would be beneficial to do any kind of a large environmental impact assessment. When you get to the end of the long form SEQRA process in Part 3, the mitigation is going to be that a Full SEQRA Review will be conducted by the Planning Board as part of the approval for those types of

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projects. Board completed Part 2 of the SEQRA. All questions were answered “no” with the exception of the following: Question 6 - Impact on Water – Small to Moderate Impact was checked on bullets 2 & 3; Question 7 – Impact on Air – Small to Moderate was checked on bullets 3 & 4; Question 9 – Impact on Plants & Animals – Small to Moderate was checked on bullets 1 & 2; Question 11 – Impact on Aesthetic Resources – Small to Moderate checked on bullets 1, 2 & 3; Question 12 – Impact on Historic & Archaeological Resources – Small to Moderate – Other Impacts – Town historical sensitive site(s) in area; Question 16 – Impact on Energy – Small to Moderate was checked for bullet 2 and Question 20 – Is there, or is there likely to be, public controversy related to potential adverse environmental impacts. Town Schachner stated that a number of potential environmental impacts were identified, but none were characterized as having magnitude beyond small to moderate. In that case you do not need to do Part 3 and the Board can just make the SEQRA Determination.

RESOLUTION # 143 – SEQRA Determination

Motion: Kinsella, C.

Seconded: Cochran, C.

RESOLVED, That the Town Board hereby checks Box A indicating that the project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment and a negative declaration will be prepared.

VOTE: Ayes: Rowland, Kinsella, Cochran

Noes: Coseo

Absent: Pemrick

RESOLUTION # 144 – Adopt Local Law #2-2009 – Amendments to Town Code

Motion: Cochran, C.

Seconded: Kinsella, C.

RESOLVED, That the Town Board hereby adopts Local Law #2-2009 – Amendments to the Town Code, and

FURTHER RESOLVED, that the Local Law shall include the following changes made to the draft law:

Right-to-Farm Law – Add the words “Non-Binding” to paragraph 4 and delete the sentence beginning with “No party bringing a complaint to the...”

Wind Energy Facility – Add new item 3 to Exemption from law for a Non-Grid Use Only Wind Energy Facility to read “Professional Engineer Stamped plans are required”.

Outdoor Furnaces – Add a new item E which reads “Nothing contained in this Section shall be construed to limit the rights of any resident to commence an action against the permittee to abate a private nuisance.

Use Table – Note 4 added indicating that Site Plan Review is not required if lot is greater than 2 acres.

VOTE: Ayes: Rowland, Kinsella, Cochran

Noes: Coseo

Absent: Pemrick

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RESOLUTION # 145 – Adopt County Public Works Mutual Aid Agreement

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That the Town Board hereby adopts the County Public Works Mutual Aid Agreement as follows:

WHEREAS, the Federal Emergency Management Agency (FEMA), the New York State Emergency Office (SEMO) and the Saratoga County Office of Emergency Services (SCOES) have expressed interest in the establishment of a plan to facilitate and encourage public works mutual aid agreements between local subdivisions throughout the State of New York, including Saratoga County; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements and sets forth procedures and responsibilities of the parties whenever emergency personnel and equipment is provided from one party's Public Works (Highway Department) to another; and

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

NOW THEREFORE, the parties agree as follows:

SECTION 1 - DEFINITIONS

"Agreement" shall mean this document, the "Public Works Mutual Aid Agreement"

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

"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.

"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 or accidental man-made event or weather related occurrence.

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

"Recipient" means a party to this Agreement receiving aid and assistance from another party.

SECTION 11 - 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 as 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.

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B. Procedures for Requesting Assistance - Requests for assistance shall be made by an Authorized Representative of a party to an Authorized Representative of another party. Such request must indicate that it is made pursuant to this Agreement.

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 request for mutual aid assistance.

D. Traveling Employees - Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient shall pay all reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If the 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 only personnel who can provide their own needs are requested.

E. Supervision and Control - The Provider shall designate supervisory personnel among 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 land 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 authority to:

Assign work and establish work schedules for Provider's personnel;

Maintain daily personnel time records, material records, and log of equipment hours;

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 at the time of arrival. Thereafter, assistance may be extended in increments agreed to by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment and other resources shall remain subject to recall by Provider to provide assistance to 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 111 - REIMBURSEMENT

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

B. Personnel - During the period of assistance the Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements such payments to be reimbursed to the extent allowed by applicable laws and if the recipient is reimbursed by an government agency.

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C. Equipment - The Provider shall be reimbursed by the Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.

D. Payment - The Provider shall send an invoice for the reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred. The Provider may waive cost recovery at its discretion.

E. Record keeping - Recipient shall provide information, directions, and assistance for record keeping to Provider's personnel. Provider shall maintain records and invoices for reimbursement.

F. 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.

G. 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 of 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 based on this Agreement.

SECTION IV - PROVIDER'S EMPLOYEES

A. Rights and Privileges - Whenever Provider's employees are rendering aid and assistance pursuant to Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities and privileges they would ordinarily possess.

B. Worker's Compensation - Recipient shall not be responsible for reimbursing any accrued, paid or due benefits to the Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in rendering of aid and assistance under this Agreement. It is mutually understood that the 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 Right's Law), and all other applicable local, State and Federal constitutional, statutory and administrative non discrimination provisions, the parties to the 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 party (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 and professional fees and other expenses or liabilities of every 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

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Indemnatee 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 protection should be obtained. This 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 mutual written consent of the parties. Additional municipalities may become parties to the Agreement upon the acceptance and execution of this Agreement.

SECTION VIII - DURATION

A. Term This Agreement shall be for a term of five (5) years from the date of execution of the last Saratoga County municipal entity.

B. Renewal - This Agreement may be extended for an additional term of five (5) years.

C. Termination - Any Saratoga County municipal entity may terminate their participation in this Agreement upon thirty (30) days written notice to the Saratoga County Office of Emergency Services. A termination shall not affect the obligation of any party to reimburse any owed 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 and shall not be construed as modifying, amending, or affecting in any way 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 of competent jurisdiction to be invalid, such judgment shall not impair or invalidate the remainder of this Agreement.

SECTION XI - EFFECTIVE DATE

This Agreement shall take effect upon its execution by all Saratoga County municipal entities.

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

Workplace Violence Policy – Coseo, C. stated that he reviewed the draft document. There are two issues involved. First of all the Town has to adopt a policy. In that policy you have to indicate who the person is that is going to receive the complaint. In addition, the Town has to develop a program and do a site specific assessment of the potential for workplace violence, not only amongst the workers themselves, but irate citizens, etc. Coseo, C. also believed that there needed to be some exceptions to the policy. For example, it states that no one can have a dangerous instrument and he questioned whether or not that would mean that no one in the Highway Department could carry a knife. Also, what about if someone from the Highway Dept. went hunting before work and has their rifle locked in their vehicle? Coseo, C. felt that this still needed some work and he was willing to work with the Supervisor and Highway Supt. to see if they could get something together for the next meeting. Supervisor was in agreement and

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added that the Town had to adopt some sort of policy fairly quickly. Once the policy is in place, if need be, they could go back and review the policy to make any necessary adjustments and make it more specific to the Town.

Home Funding Grant - Supervisor Rowland stated that he been in contact with the other Towns and they appear to be very interested in applying for a Cooperative Grant. A meeting has been scheduled for Dec. 10th at 10 AM here at the Town Hall to discuss the matter further.

Kinsella, C. had to step down from the Board at this time.

Employee Health Insurance - Joan Kelly, Bookkeeper, advised the Board that she had received the proposed rates for Health Insurance. The Town currently offers three plans. The proposed rate increase for Blue Cross/Blue Shield are going up substantially and it was recommended that the Town no longer offer that plan at this time. She suggested that CDPHP be renewed as an HMO and possibly change MVP to the EPO plan. This would require 75% participation. It would be an excellent plan and would allow for nationwide coverage and also eliminates some of the co-pays for yearly wellness exams. The cost is very competitive. Coseo, C. stated that he was notified that the rate increase for the Blue Cross/Blue Shield Plan offered at his office was also going to have an unbelievable rate increase. The MVP Gold Plan for the Medicare qualified participants will still be offered.

RESOLUTION # 146 – Approve Employee Health Insurance Plans

Motion: Coseo, C.

Seconded Cochran, C.

RESOLVED, That the Town Board hereby authorizes the Bookkeeper to drop the Blue Cross/Blue Shield Plan, and

FURTHER RESOLVED, That the Town shall continue to offer the CDPHP and MVP Plans.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

Procurement Policy - Supervisor Rowland stated that the Board had discussed, as they were going through the Budget process, a change in the Procurement Policy to require prior approval for purchases over \$500., rather than the current \$1,500. He proposed that the purchases from \$500. to \$1,500. require Supervisor's approval. The rest would remain the same.

RESOLUTION # 147 – Adopt Amendment to Procurement Policy

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That the Town Board hereby revised the Procurement Policy and Non-Bid Procurement Worksheet I to require approval by the Supervisor for purchases between \$500. and \$1,500.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

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RESOLUTION # 148 - Advertise for Bids #2 Fuel Oil

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That the Town Clerk be directed to advertise for bids for #2 Fuel Oil supplies for the year 2010, with said bid opening to be held on December 10th, 2009 at 7:25 PM.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

RESOLUTION # 149 - Community Center Use Requests

Motion: Cochran, C.

Seconded: Coseo, C.

RESOLVED, That the Town Board hereby authorizes the following organizations to use the Community Center for the regular scheduled meetings:

Daisy Girl Scouts – Melissa Nicolaysen, Leader, Saturday mornings from 11:30 AM to 2:00 PM from December to June

Cub Scouts, Pack 18 – Karen Karadenes, Leader, Thursday afternoons from 3:45 PM to 4:45 PM from November to June

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

UDAG Committee – Supervisor Rowland advised that the Town had received a letter of resignation from Wendy Dickson.

RESOLUTION # 150 – Advertise for Opening – UDAG Committee

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That the Town Clerk be directed to advertising for an opening on the UDAG Revolving Loan Fund Committee in the Pennysaver and on the Town website, and

FURTHER RESOLVED, that anyone interested should submit their information to the Town Clerk by December 7th, 2009.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

Kinsella, C. returned to the Board at this time.

Parking on Highway during Snow Removal - Town Clerk advised that the Town had adopted a Local Law in 1987 regulating the Parking on Town Roads during snow removal period. Highway Department has asked that a reminder notice be put in the Pennysaver and on the website reminding residents of the law. While reviewing the Local Law, it was noticed that several of the fees were out of date. Supervisor Rowland stated that he did some research and has found that the going rate for towing of a vehicle is a minimum of \$60. and daily storage is \$45. In addition he suggested that the proposed minimum fine be increased from \$10.00 to \$50.00.

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RESOLUTION #151 – Schedule Public Hearing Proposed Local Law
#3-2009

Motion: Cochran, C.

Seconded: Coseo, C.

RESOLVED, That the Town Board hereby schedules a public hearing on Proposed Local Law #3-2009 amending the fees provided for in Local Law #6-1987 Regulating Parking or Standing on Town roads during snow removal period with said hearing to be held on Thursday, December 10th, 2009 at 7:20 PM.

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

RESOLUTION # 152 – Declare Barney Road Seasonal Highway

Motion: Kinsella, C.

Seconded: Cochran, C.

RESOLVED, That in accordance with Town Highway Law, the portion of Barney Road from the end of the blacktop to the Town Line with the Town of Providence be declared a seasonal highway from November 15th to April 15th.

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

Purchase New Pick Up Truck - Highway Supt. Barss stated that he would like to begin the process to purchase a new pick up from State Contract. The Dodge Pickup truck currently used by the Highway Department would be turned over to the Town Hall to be used by the Code Enforcement and Assessor Offices. He added that if the vehicle were to be delivered prior to the first of the year, he would like to pay for it out of his reserve fund and transfer the money back into that fund from his 2010 equipment budget.

RESOLUTION # 153 – Authorize Purchase of Pick Up Truck from State
Contract

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That the Town Board hereby authorizes the Highway Superintendent to purchase a pick up truck off of State Contract, and

FURTHER RESOLVED, that the Pick Up Truck shall be purchased from the 2010 Highway Equipment budget.

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

Purchase of Used Bulldozer - Highway Supt. Barss stated that he would also like to begin the process of advertising for bids for a Used Bulldozer. He would be looking for a 2008 or newer with less than 200 hours. Highway Supt. Barss added that right now companies are anxious to sell equipment and he felt that the prices would be very good. He noted that the money has been set aside in his 2010 Equipment Budget to replace the current bulldozer.

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RESOLUTION # 154 – Advertise for Bids Used Bulldozer

Motion: Cochran, C.

Seconded: Kinsella, C.

RESOLVED, That the Town Clerk be directed to Advertise for Bids for a Used Bulldozer with said bid opening to be on Thursday, December 10th, 2009 at 7:15 PM.

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

RESOLUTION # 155 – Budget Amendments & Transfers

Motion: Cochran, C.

Seconded: Kinsella, C.

RESOLVED, That the Supervisor be authorized to make the following Budget Amendments and Transfers:

Transfer money from General Fund to Capital Projects Fund			
\$36,315.09	From A0201	to	A9950.9
Amend budget for Capital Projects-General Fund			
\$36,315.09	From A0960	to	A9950.9
Amend Capital Projects for expenses			
\$ 2,590.00	From H0960	to	H5132.41
10,156.94	From H0960	to	H5132.43
23,568.15	From H0960	to	H5132.44
Amend Capital Projects for revenues			
\$36,315.09	From H5031	to	H0510
Amend Town Justice Budget			
\$562.54	From A0960	to	A1110.4

Transfers:

\$5,103.98	From A1440.4	to	A5132.4
186.00	From A1630.4	to	A3310.4
2,588.32	From A1620.4	to	A7140.1
11.09	From A9055.8	to	A9050.8
1,336.65	From DA5110.4	to	DA5112.2

VOTE: Ayes: Rowland, Coseo, Kinsella, Cochran

Noes: None

Absent: Pemrick

Kinsella, C. had to leave at this time.

Community Center Dept. of Health Inspection - Supervisor Rowland stated that the Department of Health was at the Community Center recently to conduct a routine inspection of the Food Service Operation. There were a few deficiencies, one of which was with the well. The well casing was not a sealed well casing and electrical wires were not in conduit. He advised that because of some other concerns with the UV system, he also had the opportunity to have a gentlemen come in from Stewarts and give us some advice on the operation of that system. They contacted Hawk Well Drilling and they were able to come and weld a new casing on top, both at the Community Center and the Town Hall, and we are now in compliance. The total cost was approximately \$500. As far as the UV system is concerned, it was determined that we needed to use a better

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quality filter at the head end, which would make it work better. In addition, we found out that we were using the wrong cleaning solution for the lens system. He is going to come back and provide a training session on the filtration and cleaning of the system. He believed that the UV system was sufficient to do what we needed to do if we make these few changes.

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

RESOLUTION # 156 - General Bills

Motion: Coseo, C.

Seconded Cochran, C.

RESOLVED, That General Bills # 590 to # 656 in the amount of \$24,640.95 be paid, subject to audit.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

RESOLUTION # 157 – Highway Bills

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That Highway Bills # 187 to # 207 in the amount of \$18,929.14 be paid, subject to audit.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

RESOLUTION # 158 - Capital Projects Bills

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That Capital Projects Bills # 68 to # 74 in the amount of \$36,315.09 be paid, subject to audit.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

RESOLUTION # 159 - UDAG Bills

Motion: Coseo, C.

Seconded: Cochran, C.

RESOLVED, That UDAG Bills # 4 & # 5 in the amount of \$542.20 be paid, subject to audit.

VOTE: Ayes: Rowland, Coseo, Cochran

Noes: None

Absent: Pemrick, Kinsella

On motion of Coseo, C. and seconded by Cochran, C., the meeting was adjourned at 9:50 PM.

Town Clerk