

PROPOSED TOWN BOARD AGENDA (SUBJECT TO CHANGE)
MARCH 18, 2014 at 5:30 P.M.
Butler Memorial Hall

I. MINUTES

- A. February 12, 2014

II. PUBLIC HEARING

- A. Local Law Introductory "A" of 2014 – Fishing/Washington Mills Athletic Park
 - 1. Reschedule for April 9, 2014

III. REPORTS OF TOWN OFFICIALS BY STANDING COMMITTEE CHAIRPERSON

- A. Town Clerk Committee – Councilman Woodland
 - 1. Raffle Consent – The Neighborhood Center, Inc.
- B. Public Safety/Courts – Supervisor Tyksinski
 - 1. Appointment – School crossing guard to fill vacancy effective 3/17/14
 - 2. Appointment – Part-time Court Clerk to fill vacancy effective 3/13/14
- C. Public Works/Sewers – Councilman Messa
 - 1. Appointment – Part-time Custodian to fill vacancy effective 3/24/14
 - 2. Roadside mowing agreement w/Oneida County
 - 3. Road striping agreement w/Oneida County
 - 4. MS4 Report
- D. Senior Citizen Committee – Councilman Reynolds
 - 1. Acceptance of Donation

IV. MATTERS SUBMITTED BY COUNCILMEN / ATTORNEY

V. MATTERS SUBMITTED BY TOWN SUPERVISOR

- A. Financial and other routine reports
 - 1. Audit of vouchers
 - 2. Finance Director
 - a. March Finance Reports - Questions
- B. Miscellaneous communications
- C. Unfinished Business
- D. New Business

Town of New Hartford, NY
Local Law Introductory "A" of 2014

A LOCAL LAW TO AMEND CHAPTER 88 OF THE CODE OF THE TOWN OF NEW HARTFORD BY ADDING A NEW SECTION 88-10.2 ENTITLED FISHING.

BE IT ENACTED by the Town Board of the Town of New Hartford as follows:

AUTHORITY

This Local Law is enacted pursuant to the Laws of the State of New York.

PURPOSE

The purpose of this Local Law is to protect the health, safety and well being of the persons and property of the Town of New Hartford. This Law is being enacted to control and regulate fishing in the Washington Mills Athletic Park.

SECTION 88-10.2 FISHING.

All persons are prohibited from fishing at the Washington Mills Athletic Park from the Friday immediately preceding the first Saturday in June, beginning at noon on that Friday until 2:00 P.M. on the first Saturday in June. The only fishing allowed would be during the fishing derby by those participating with children under the age of 16 from 9:00 A.M. until 2:00 P.M. on the first Saturday in June.

(a) Parks Director shall post "no fishing" signs in said Park specifying said dates no later than 30 days prior to the first day upon which this shall take effect.

(b) **EFFECTIVE DATE:**

This Section shall take effect as provided by law.

(c) A violation of this Section shall be punishable as enumerated in Section 88-12.

(d) Except as modified herein, CHAPTER 88 OF THE TOWN CODE SHALL REMAIN IN FULL FORCE AND EFFECT.

GC-RCF

NYS RACING & WAGERING BOARD
1 Broadway Center, Suite 600
Schenectady, NY 12305-2553
Telephone (518) 395-5400 Fax (518) 347-1469
www.racing.state.ny.us

RAFFLE
CONSENT FORM

RECEIVED
2:48 pm
FEB 27 2014
MJP
TOWN OF NEW HARTFORD
TOWN CLERK



Instructions: This form must be completed by each Authorized Organization that intends to sell raffle tickets in a municipality other than the city, town or village in which it is domiciled and in which it is either issued a raffle license or is authorized to conduct raffles pursuant to Article 9-A, General Municipal Law, Section 190-a.*

I, Sandra L. Sorokha, Executive Director of
(Print the first name, middle initial and last name of the officer or director) (Title of officer or director: Pastor, Commander, etc.)

The Neighborhood Center, Inc., GC 30 - 103 - 199 - 09199,
(Name of authorized organization) (Games Of Chance Identification Number, if required)

located at 293 Genesee Street, Utica, NY 13501,
(Address of authorized organization)

request permission from the Town of New Hartford,
(City, Town or Village)

County of Oneida, to sell raffle tickets licensed by the
City of Utica, County of Oneida, within
(City, Town or Village)

the within the territorial limits of its municipality during the calendar year 2014.

Sandra L. Sorokha
(Signature of authorized organization's officer or director)

Sworn to me this 26th day of February, 2014
(Year)

(Notary Public - Commissioner of Deeds) Judith R. Guske

JUDITH R. GUSKE
Notary Public, State of New York
No. 01GU4928166
Qualified in Herkimer County
Commission Expires 08-22-2014

Approved by: _____
(Name of Municipality)

(Signature and Title of Authorized Officer)

(Date)

* **Note:** A municipality that has enacted legislation authorizing the conduct of games of chance may consent to permit the sale of raffle tickets within its territorial limits by an authorized organization that is either licensed to conduct raffles or is authorized by Section 190-a of the General Municipal Law to conduct raffles in the municipality in which it is domiciled, only if the authorized organization's municipality is located in the same county as the consenting municipality, or is located in a county that is contiguous to the county in which the consenting municipality is located, pursuant to Article 9-A, General Municipal Law, Section 189, Subdivision 13.



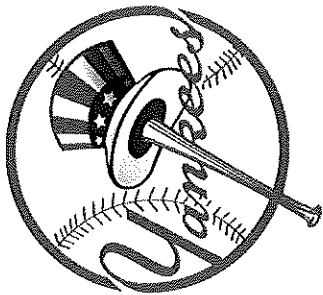


The Marie A. Russo Neighborhood Center Institute, Inc.
Presents its 5th Annual Raffle for a Chance to WIN ...

RECEIVED
FEB 27 2014

TOWN OF NEW HARTFORD
TOWN CLERK

"A Day In The Big Leagues!!"



New York Yankees vs. Boston Red Sox

Saturday, June 28, 2014, 7:15pm



TICKETS ARE \$20.00

Only 1,000 to be sold!

- Winner receives **FOUR** tickets to the game located in the MVP section behind home plate;
- Round trip limousine service to Yankees Stadium provided by Adonis-Avanti Transportation Service, Inc. & Crystal Coach Charters, Inc.;
- Dinner for **FOUR** at NYY Steak (\$400.00 value) *PLUS* \$350.00 additional spending money!!

Tickets are on sale Monday, March 3, 2014 through Friday, June 6, 2014. The winner will be drawn on Wednesday, June 11, 2014 at The Neighborhood Center's Administrative Offices located at 293 Genesee St., Utica, NY.

For more information or to purchase tickets call Candice Sturtevant at (315) 272-2600,
E-mail: candices@neighborhoodctr.org, or visit www.neighborhoodctr.org

Young, Gail

From: Michael S. Inserra <msi108@newhartfordpd.com>
Sent: Monday, March 03, 2014 9:36 AM
To: Young, Gail
Cc: Tyksinski, Patrick M.; Dave, Reynolds
Subject: RE: Town Board Meeting Agenda 03-12-2014

From: Young, Gail [mailto:gyoung@town.new-hartford.ny.us]

Sent: Monday, March 03, 2014 8:50 AM

To: Joe Booth; Herb Cully; Darlene Abbatecola; Dan Dreimiller; Michael S. Inserra; james.messa@yahoo.com; Mike Jeffery; M. Eileen Spellman; Paul Miscione; New Hartford Supervisor; Janice O'Sullivan; Reynolds, David M.; Richard Woodland Jr. (E-mail); Barb Schwenzfeier; Richard C. Sherman; Patrick M. Tyksinski

Subject: Town Board Meeting Agenda 03-12-2014

In order to prepare the agenda for the March 12, 2014 Town Board Meeting, it will be necessary that I receive from you any matter(s) which you feel should be discussed at that meeting.

Please check applicable statements:

No matters to be considered

Place the following on the Agenda:

Appointment of a school crossing guard to fill a vacancy effective 3/17/14

This information must be received in my office no later than 4:00 P.M. on Thursday, March 6, 2014.

IN ADDITION, DUE TO CHANGES IN STATUTE THAT BECAME EFFECTIVE FEBRUARY 2, 2012, REQUIRING THE POSTING OF THE AGENDA AND SUPPORTING DOCUMENTS ON THE TOWN'S WEBSITE, IT WILL BE NECESSARY FOR YOU TO FURNISH ME WITH BACKGROUND INFORMATION RELATED TO THE SUBJECT(S) YOU ARE PLACING ON THE AGENDA, INCLUDING BUT NOT LIMITED TO PROPOSED LEGISLATION, COMMUNICATIONS, ETC. IF YOU HAVE ANY QUESTIONS IN THIS REGARD, PLEASE CONTACT ME AT YOUR EARLIEST CONVENIENCE. I MUST ASK FOR YOUR COOPERATION IN SUPPLYING ME WITH THE DOCUMENTS BY THE THURSDAY DATE NOTED ABOVE, AS THIS CAN BE A TIME-CONSUMING TASK AND MUST BE ON THE WEBSITE PRIOR TO THE TOWN BOARD MEETING.

Thank you!

GWY:s

Town of New Hartford
REQUISITION FORM

Department: Civil Title: Clerk PT

Name: Jeffrey Emerson

Address: _____

Salary: _____ Per Union Contract Current Rate as Set by Town Board

Requested Start Date: _____

Date of Vacancy: _____ Reason: _____

Type of Position: Full-Time Part-Time Seasonal Temporary, less than 3 months

Type of Appointment: Permanent Provisional Temporary Transfer

Department Head Signature: _____

Human Resources (Civil Service)

Mandatory List Non-Mandatory List No List

Classification: Competitive Non-Competitive Labor Exempt Unclassified

Certification of Eligible List Requested: _____ Expires: _____

Application Approved by Oneida County Transfer Approved by Oneida County

Included: Application Copy of Certification of Eligible List Transfer Form

Human Resource Signature: Barbara Schwenzfeier

Town Board

Approved Disapproved

Town Supervisor Signature: _____

NOTE:

Requested Start Date is the first day the employee reports to work. 1 approved the appointment. Approval date is not the date of employ

No employee is to begin work prior to Board approval.

Employees MUST report to HR no later than the first day of work to

If paperwork is not complete, no paycheck shall be distributed.

Unless an emergency, no start date should be made effective prior t

All changes in employment ie. title, salary, etc. should be made effe

*For the
Next Board
mtg.*

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of NEW HARTFORD, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

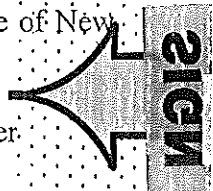
WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from May 15, 2014, to November 1, 2014.
2. The Town will furnish machinery and labor to perform roadside mowing on the improved County road system located within the geographical boundaries of Town (hereinafter the "Roads").
 - a) The Town will keep the Right of Way portions of the Roads mowed in accordance with the rules and regulations as set forth by the County, said rules and regulations made a part hereof.
 - b) The Town will mow said Roads a total of three times specified as follows:
 - i) The first pass shall be one pass to the ditch and around all intersections and driveways
 - ii) The second pass shall include all of the County Right of Way as practical
 - iii) The third pass shall be optional and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).
3. The County may loan equipment to the Town for the performance of roadside mowing pursuant to this Agreement, including but not limited to a tractor-mower.
 - a) The Town is responsible for the upkeep of any loaned County equipment.
 - b) The County makes no warranty of fitness or usability related to any loaned County equipment.
 - c) During the time any loaned County equipment is in the possession of the Town, said equipment shall be added to Town's list of property insured by Town, by a policy or policies written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. Town shall provide a certificate or certificates of insurance showing the property insured by the Town prior to the use of the loaded equipment, and said certificate or certificates shall provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination.
4. The parties hereby agree that the Roads consist of 20.48 miles of the improved County road system located within the geographical boundaries of Town, as set forth in the map attached hereto and made a part hereof as Exhibit 1.

5. The County shall pay the Town the sum of \$325.00 per mile, for a total cost not to exceed \$6,656.00.
6. The County reserves the right to withhold payment under this Agreement and to correct any conditions in any way which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
7. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
8. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
9. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
10. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
11. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The Town agrees to have the County named as additional insured on a primary basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "2".
12. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
13. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

14. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
15. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
16. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
17. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
18. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
19. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
20. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
21. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.



COUNTY OF ONEIDA

TOWN OF NEW HARTFORD

By: _____
 Dennis S Davis, Commissioner
 Oneida County DPW

By: _____
 Supervisor

COUNTY OF ONEIDA

By: _____
 Highway Supt.

By: _____
 Anthony J. Picente Jr.
 Oneida County Executive

APPROVED AS TO FORM

By: _____
 Oneida County Attorney

ONEIDA COUNTY – TOWN/VILLAGE PAVEMENT MARKING AGREEMENT 2014

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as “County” and the Town of NEW HARTFORD, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called “Town”.

WHEREAS, the County proposes to perform striping on the improved Town road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from May 1, 2014, to November 1, 2014.
2. The County will furnish machinery. Materials and labor to perform striping on the improved Town road system located within the geographical boundaries of Town (hereinafter the “Roads”).
 - a) The Town will supply all supervision necessary to allow County to perform striping on the Roads.
3. The Town agrees to reimburse the County for materials used by the County to perform striping on the Roads. The Town agrees to sweep 20.48 County roads, approximately 60 hours and ditch an additional 23 hours on County roads at \$315 per hour as established by the 2014 Ditching Agreement to cover labor and equipment to strip 42 centerline miles. Any change to miles being striped will add or delete ditching needed.
4. The County agrees that it shall defend, indemnify and hold harmless the Town from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the County and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the County or failure on the part of the County to comply with any of the covenants, terms or conditions of this agreement. The County shall not be required to defend and indemnify the Town against claims alleging negligent acts of commission or omission attributable to the Town, including claims alleging negligent design or signing of the Roads.
5. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

6. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
7. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
8. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
9. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
10. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
11. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
12. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

By: _____

Dennis S Davis, Commissioner
Oneida County DPW

COUNTY OF ONEIDA

By: _____

Anthony J. Picente Jr.
Oneida County Executive

APPROVED AS TO FORM

By: _____

Oneida County Attorney

TOWN OF NEW HARTFORD

By: _____

Supervisor

By: _____

Highway Supt.

Young, Gail

From: Eileen Spellman
Sent: Wednesday, March 05, 2014 2:56 PM
To: Young, Gail
Subject: RE: Town Board Meeting Agenda 03-12-2014

Eileen Spellman
Director of Senior Services
New Hartford Senior Center
Email: Espellman@town.new-hartford.ny.us
Ph: 315-724-8966

From: Young, Gail [<mailto:gyoung@town.new-hartford.ny.us>]
Sent: Monday, March 03, 2014 8:50 AM
To: Booth, Joe; Cully, Herb; Darlene Abbatecola; Dreimiller, Dan; Inserra, Michael S.; james.messa@yahoo.com; Jeffery, Mike; M. Eileen Spellman; Miscione, Paul; New Hartford Supervisor; O'Sullivan, Janice; Reynolds, David M.; Richard Woodland Jr. (E-mail); Schwenzfeier, Barb; Sherman, Richard C.; Tyksinski, Patrick M.
Subject: Town Board Meeting Agenda 03-12-2014

In order to prepare the agenda for the March 12, 2014 Town Board Meeting, it will be necessary that I receive from you any matter(s) which you feel should be discussed at that meeting.

Please check applicable statements:

No matters to be considered

Place the following on the Agenda:

\$500. Check received to cover costs of 2013 Summer Mentoring Program from Oneida County

This information must be received in my office no later than 4:00 P.M. on Thursday, March 6, 2014.

IN ADDITION, DUE TO CHANGES IN STATUTE THAT BECAME EFFECTIVE FEBRUARY 2, 2012, REQUIRING THE POSTING OF THE AGENDA AND SUPPORTING DOCUMENTS ON THE TOWN'S WEBSITE, IT WILL BE NECESSARY FOR YOU TO FURNISH ME WITH BACKGROUND INFORMATION RELATED TO THE SUBJECT(S) YOU ARE PLACING ON THE AGENDA, INCLUDING BUT NOT LIMITED TO PROPOSED LEGISLATION, COMMUNICATIONS, ETC. IF YOU HAVE ANY QUESTIONS IN THIS REGARD, PLEASE CONTACT ME AT YOUR EARLIEST CONVENIENCE. I MUST ASK FOR YOUR COOPERATION IN SUPPLYING ME WITH THE DOCUMENTS BY THE THURSDAY DATE NOTED ABOVE, AS THIS CAN BE A TIME-CONSUMING TASK AND MUST BE ON THE WEBSITE PRIOR TO THE TOWN BOARD MEETING.

Thank you!

GWY:s