

PROPOSED TOWN BOARD AGENDA (SUBJECT TO CHANGE)

September 12, 2012

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1. Local law introduction re: Sale and Possession of Synthetics Drugs
2. Penalties for dog licenses
3. Police barracks -- Kellogg Road Community Center
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7. Update Consumer Square light

AGREEMENT FOR THE CONTROL OF SNOW AND ICE ON COUNTY ROADS

THIS AGREEMENT, made this _____ day of _____, 2012 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 snow and ice control 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 November 1, 2012 to April 30, 2014.
2. The Town will perform snow and ice control on the improved County road system located within the geographical boundaries of the Town (hereinafter the "Roads").
 - a) The Town will keep the entire width of the pavement as reasonably free from snow and ice as weather conditions will allow and shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times, starting operations with the beginning of storms and continuing them until the storms cease and the pavements are again as reasonably free from snow and ice as weather conditions will allow. Keeping the pavements reasonably clear of snow and ice will necessarily require keeping the shoulders clear also, to retard the formation of drifts and afford space for the safe plowing from the pavement in a succeeding storm.
 - b) The Town will make every reasonable effort to eliminate slippery conditions on the pavements, and will make every effort to ensure that steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and careful use.
 - c) The parties hereby agree that the Roads consist of 20.19 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.
3. The County shall pay the Town the sum of \$5,500.00 per mile for the 2012-2013 snow season, totaling \$111,045.00. The County shall pay one-half of said total amount, or \$55,522.50, on or about February 15, 2013 (1st payment covers the months of November and December at 60% of 1st half payment and month of January at 40% of 1st half payment). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2013 (2nd payment covers the months of February, March and April)

4. The County shall pay the Town the sum of \$5,500.00 per mile for the 2013-2014 snow season, totaling \$111,045.00. The County shall pay one-half of said total amount, or \$55,522.50, on or about February 15, 2014 (1st payment covers the months of November and December at 60% of 1st half payment and month of January at 40% of 1st half payment). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2014 (2nd payment covers the months of February, March and April)
5. To receive payment for any road from the County, the Town must keep the same open for traffic for its entire length and will not receive any payment if only portions are kept open, except by previous agreement with the County.
6. The Town Superintendent shall make available, on request of the County Deputy Commissioner of Public Works, a daily report of the Town's snow and ice operations on forms to be provided to the Town Superintendent by the County.
7. 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.
8. The County shall meet with the Town on or about November 1st of each year during the term of this Agreement to discuss possible changes to the Town's obligation regarding any increase in the costs associated with the acquisition of fuel, salt, sand and other necessary materials.
9. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
10. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of State and Federal Law.
11. 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.
12. 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.
13. 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".

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.
22. 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.
23. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

24. 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

Young, Gail

From: Jeffery, Mike
Sent: Tuesday, September 04, 2012 10:19 AM
To: Young, Gail
Subject: RE: Town Board Meeting Agenda

From: Young, Gail
Sent: Tuesday, September 04, 2012 9:17 AM
To: Aiello, Barb; Booth, Joe; DeGironimo, E. (NH); Dreimiller, Dan; Inserra, Michael S.; Jeffery, Mike; M. Eileen Spellman; Miscione, Paul; New Hartford Supervisor; O'Sullivan, Janice; Reynolds, David M.; Richard Woodland Jr. (E-mail); Sherman, Richard C.; Smith, Paul; Tyksinski, Patrick M.
Subject: Town Board Meeting Agenda

In order to prepare the agenda for the September 12, 2012 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

_____[*Michael W Jeffery* Director of Parks & Recreation Town of New Hartford Ph. 315-724-0654 ex3] x____
Place the following on the Agenda:

Recreation Center Seasonal Employees.
Recreation Center Ice Contracts 2012-13 Season

This information must be received in my office no later than 4:00 P.M. on Thursday, September 6, 2012.

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:rb

Young, Gail

From: Eileen Spellman
Sent: Thursday, September 06, 2012 1:58 PM
To: Young, Gail
Subject: RE: Town Board Meeting Agenda

From: Young, Gail [<mailto:gyoung@town.new-hartford.ny.us>]
Sent: Tuesday, September 04, 2012 9:17 AM
To: Aiello, Barb; Booth, Joe; DeGironimo, E. (NH); Dreimiller, Dan; Inserra, Michael S.; Jeffery, Mike; M. Eileen Spellman; Miscione, Paul; New Hartford Supervisor; O'Sullivan, Janice; Reynolds, David M.; Richard Woodland Jr. (E-mail); Sherman, Richard C.; Smith, Paul; Tyksinski, Patrick M.
Subject: Town Board Meeting Agenda

In order to prepare the agenda for the September 12, 2012 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:

Hi Gail, I need to hire two subs for the reservation/clerk position. Thomas Muller and Janet Bennett. Salary \$7.75 pr hr.
Thank you,
Eileen

This information must be received in my office no later than 4:00 P.M. on Thursday, September 6, 2012.

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:rb

RECEIVED

AUG 13 2012 3:20 pm
Date

TOWN OF NEW HARTFORD
TOWN CLERK

Petition to [Action Petitioned For]

[Enter the background of and reasons for this petition]
 TO HAVE MUNICIPAL WATER RUN TO THE HOMES ON GRANGE HILL RD
 We, the undersigned, are concerned citizens who urge our leaders to act now to
 [Enter action item(s) for which you are petitioning] RUN public water

Printed Name	Signature	Address	Comment	Date
Vera Ennis	Vera Ennis	9136 Grange Hill Rd	We have drilled 4 wells here so far	7/24/12
John Baw	<i>[Signature]</i>			
Jim Waterman	<i>[Signature]</i>	9133 Grange Hill Rd		
Judy Neal	Judy Neal	9677 Grange Hill Rd		
WILLIAM SCHUSTER	<i>[Signature]</i>	9078 GRANGE HILL RD		
Stephan Eastline	<i>[Signature]</i>	9101 Grange Hill Rd	3 wells	7/24/12
Daniel Herman	<i>[Signature]</i>	9167 Grange Hill Rd.	2 wells - Both have run - dry throughout Summer	7/24/12
Rich Owens	<i>[Signature]</i>	9172 Grange Hill	SALT - water	
Michael Strong	<i>[Signature]</i>	9171 Grange Hill Rd.		7/24/12
EVA ABOUSSLEMAN	<i>[Signature]</i>	9163 Grange Hill Rd		
Kelly Bower	<i>[Signature]</i>	9183 Grange Hill Rd	Hard water. Multiple appliances.	7/24/12
Both Kovacs	both Kovacs	9154 Grange Hill Rd.	2nd well drilled 200 ft NO WATER	7-24-12

Town of New Hartford, NY
Local Law Introductory "K" of 2012

A Local Law to amend the Code of the Town of New Hartford by creating a new Chapter 83 entitled "Natural Gas Exploration and Extraction".

Be It Enacted by the Town Board of the Town of New Hartford as follows:

SECTION 1. Title.

This chapter shall be known and cited as the "Natural Gas Exploration and Extraction" law.

SECTION 2. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Natural Gas" shall mean any gaseous substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at standard temperature and pressure conditions, and/or gaseous components or vapors occurring in or derived from petroleum or other hydrocarbons.

"Natural Gas and/or Petroleum Exploration" shall mean geologic or geophysical activities related to the search for natural gas, petroleum or other subsurface hydrocarbons including prospecting, geophysical and geologic seismic surveying and sampling techniques, which include but are not limited to core or rotary drilling or making an excavation in the search and evaluation of natural gas, petroleum, or other subsurface hydrocarbon deposits.

"Natural Gas and/or Petroleum Exploration and Production Materials" shall mean any solid, semi-solid, liquid, semi-liquid or gaseous material used in the exploration or extraction of natural gas.

"Natural Gas Exploration and/or Petroleum Wastes" shall mean any garbage, refuse, cuttings, sludge, flow-back fluids, produced waters or other discarded materials, including solid, liquid, semi-solid or contained gaseous material that

results from or is associated with the exploration, drilling or extraction of natural gas and/or petroleum.

"Natural Gas and/or Petroleum Extraction" shall mean the digging or drilling of a well for the purposes of exploring for, developing or producing natural gas, petroleum or other subsurface hydrocarbons.

"Natural Gas and/or Petroleum Support Activities" shall mean the construction, use, or maintenance of a storage or staging yard, a water or fluid injection station, a water or fluid gathering station, a natural gas or petroleum storage facility, or a natural gas or petroleum gathering line, venting station, or compressor associated with the exploration or extraction of natural gas or petroleum.

Section 3. Prohibited Uses.

- (1) Prohibition against the Exploration for an Extraction of Natural Gas and/or Petroleum.

No land in the Town shall be used: to conduct any exploration for natural gas and/or petroleum, to drill any well for natural gas and/or petroleum; to transfer, store, process or treat natural gas and/or petroleum; or to dispose of natural gas and/or petroleum exploration or production wastes; or to erect any derrick, building, or other structure; or to place any machinery or equipment for any such purposes.

- (2) Prohibition against the Storage, Treatment and Disposal of Natural Gas and/or Petroleum Exploration and Production Materials.

No land in the Town shall be used for: the storage, transfer, treatment and/or disposal of natural gas and/or petroleum exploration and production materials.

- (3) Prohibition against the Storage, Treatment and Disposal of Natural Gas and/or Petroleum Exploration and Production Wastes.

No land in the Town shall be used for: the storage, transfer, treatment and/or disposal of natural gas and/or petroleum exploration and production wastes.

(4) Prohibition against Natural Gas and/or Petroleum Support Activities.

No land in the Town shall be used for natural gas and/or petroleum support activities.

(5) Invalidity of Permits

No permit issued by any local, state or federal agency, commission or board for a use that would violate the prohibitions of this section or of this Law shall be deemed valid within the Town.

*Herb,
We do not
have R-C
or R-D
zones. What
should this
be? Herb
9.6.12*

The Town Board may authorize the issuance of a special permit for the excavation and sale of topsoil, sand, gravel, clay or other natural solid mineral or vegetable deposit, or the quarrying of any kind of rock formation in the R-C and R-D Zones only. No sand or gravel or other excavation operation, except a topsoil removal operation, shall be conducted on land of less than 20 acres in area. The Town Board must be guided by the public health, safety and general welfare, not only of the citizens of the Town of New Hartford, but of any other municipality, and must give particular consideration to certain factors as follows.

Section 4. Severability.

If any clause, sentence, paragraph, word, section or part of this Code shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof, directly involved in the controversy in which said judgment shall have been rendered.

Local Law Introductory "K" of 2012

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Section 5. Effective date:

This Local Law shall become effective immediately upon its filing in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law..