

REGULAR MEETING, TOWN OF MOUNT HOPE, SEPTEMBER 10, 2012
www.townofmounthope.org

The regular meeting of the Town Board of the Town of Mount Hope was held at Town Hall on September 10, 2012 at 7:30pm with the following present: Supervisor William Novak, Councilman Michael Bell, Councilman Gary Ketcham, Councilwoman Janet Sutherland, Councilman Ed Fairweather and Town Clerk Kathleen Myers.

PUBLIC PRESENT: Highway Supt. Hassenmayer, T. Gilmore, K. Russo, L. Fairweather, W. Rebman, D. Loeven, R. Rebman, M. Horzepa, Deputy Chief Byrne, K. Russo, Z. Kelson – Attorney.

The meeting was called to order by Supervisor Novak at 7:30pm following the Pledge of Allegiance.

AT THIS TIME, Supervisor Novak called for a moment of silence for the victims of 9-11.

RESOLUTION TO ACCEPT PRIOR MEETING MINUTES:

MOTION by Councilman Bell seconded by Councilwoman Sutherland that the minutes of the 8-13-2012 meeting as submitted by the Town Clerk are approved. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

CORRESPONDENCE:

1. Supervisor's report July 2012
2. Police Dept. report 8-12
3. Building Inspector report 8-2012
4. Supervisor's office budget modification
5. Letter from Police Chief re: surplus property
6. Complaint from M. Currie
7. ZBA minutes from 7-11-12
8. Police officer T. Hoffman resignation effective 9-14-12
9. Hidden Valley memo re: flushing water mains
10. Orange County Snow/Ice Agreement 2012/2013

COMITTEE REPORTS:

POLICE by Deputy Chief Byrne:

Dep. Chief Byrne reported that Chief Rickard is in Saratoga for a conference. He spoke about the Blood Borne Pathogen policy; they need to approve this due to the recent PESH inspection. He spoke re: surplus property. The only item that is still usable is the light bar. The department would like to wish Officer Hoffman luck as he is resigning. He spoke re: NIXLE which is an emergency notification system which is free for the police department. He also stated that the Humvee was used over the weekend to locate a lost hiker but he was found using cell phone tracking. Dep. Chief Byrne also noted that the budget request was submitted. He spoke re: 2005 Crown Victoria that was put out for auction on the computer auction site. The final bid was \$2555.

HIGHWAY DEPARTMENT by Highway Supt. Hassenmayer:

Supt. Hassenmayer reported that the salt barn is progressing well. The salt is filling in nicely. The guys are finishing up the summer work. Fall trash days are in a month.

HIDDEN VALLEY by Supervisor Novak:

Supervisor Novak stated to Mr. Kelson that they are still waiting on OVIVO for the mixer. He put a call in today to OVIVO. He also stated that he is checking on the budget figures before any repair work can be done.

PLANNING BOARD by T. Gilmore:

Mr. Gilmore advised the meeting is next week. The 4H is on the agenda and Dragon Springs is also for a storage shed.

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RESOLUTION TO ACCEPT POLICE OFFICER TIM HOFFMAN RESIGNATION:

MOTION by Councilman Bell seconded by Councilman Ketcham to accept the resignation from Police Officer Tim Hoffman effective 9-14-12; with regret. A certificate will be made. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO DECLARE POLICE PROPERTY SURPLUS:

MOTION by Councilman Fairweather seconded by Councilman Bell to declare the following items surplus property: Whelen Light Bar, Minolta Camcorder, and (2) HP Laserjet 1100 printers. The printers and camcorder have no usable value and may be disposed of AND the light bar to be offered to Town of Lumberland. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO ACCEPT BID FOR 2005 CROWN VICTORIA POLICE CAR:

MOTION by Councilman Fairweather seconded by Councilman Bell to accept the bid from Auctions International for the 2005 Crowne Victoria in the amount of \$2,555.00. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO ADOPT THE BLOODBORNE PATHOGENS POLICY AS PRESENTED:

MOTION by Councilman Bell seconded by Councilman Fairweather to adopt the police policy "Occupational Exposure to Bloodborne Pathogens" as presented. (Complete copy on file in Town Clerk's office). All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO ACCEPT SUPERVISOR'S OFFICE BUDGET MODIFICATION:

MOTION by Councilman Bell seconded by Councilwoman Sutherland to approve the following budget modification:

Increase Revenue A2770 by \$65900.95 and Increase Capital A9950.9 by \$65900.95 AND Increase Revenue A2770 by \$22916.00 and Increase Capital A9950.9 by \$22916.00. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO APPROVE THE JULY 2012 SUPERVISOR'S REPORT:

MOTION by Councilman Fairweather seconded by Councilman Bell to approve the Supervisor's report for July 2012 as submitted. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO ACCEPT THE 2012-2013 ORANGE COUNTY SNOW/ICE AGREEMENT:

MOTION by Councilman Bell seconded by Councilman Fairweather to approve the 2012-2013 Snow & Ice Control Contract with Orange County in the amount of \$4700 per mile for 9.18 miles; and the Town Supervisor is authorized to sign said contract. (see attached) All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

RESOLUTION TO AUDIT THE CLAIMS:

MOTION by Councilman Bell seconded by Councilman Ketcham to approve the following bills:

ABSTRACT 15:

GENERAL A:	#453-475	\$ 60,124.38	
GENERAL B:	#87-91	\$ 7,362.98	
HIGHWAY:	#119-127	\$ 31,271.05	
SEWER:	#80-83	\$ 9,569.14	AND

ABSTRACT 16:

GENERAL A:	#476-496	\$ 74,205.41
GENERAL B:	#92-95	\$ 4,414.10
HIGHWAY:	#128-133	\$ 19,996.63
SEWER:	#84-88	\$ 2,745.08.

All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

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PUBLIC PARTICIPATION:

**Supervisor Novak welcomed past Councilwoman Kathy Russo.

**L. Fairweather spoke re: negative comments about the summer camp. Supervisor Novak stated it is under review.

**B. Damiani spoke re: Dragon Springs and the taxes for the old Flood Farm property.

RESOLUTION TO APPROVE ASSESSOR'S REQUEST FOR NEW COMPUTER:

MOTION by Councilman Bell seconded by Councilman Fairweather to authorize the Assessor's request for a new computer; not to exceed \$2000.00.

All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

TOWN BOARD COMMENTS:

Councilman Fairweather thanked all who participated and volunteered at the Country Fair.

Supervisor Novak added that it was the best fair yet!

RESOLUTION TO ADJOURN:

MOTION by Councilman Bell seconded by Councilwoman Sutherland to adjourn the meeting at 8:00pm. All in favor – Bell, Ketcham, Novak, Sutherland, Fairweather. Carried.

The next meeting is scheduled for September 24, 2012 at 7:30pm.

Respectfully submitted,

Kathleen A. Myers
Kathleen A. Myers
Town Clerk

**INTERMUNICIPAL AGREEMENT FOR THE CONTROL OF
SNOW AND ICE ON CERTAIN COUNTY ROADS**

THIS AGREEMENT, made this _____ day of _____, 20____, between the **County of Orange**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions (hereinafter the "**County**"), and the **Town of Mount Hope**, Orange County, New York (hereinafter the "**Municipality**"), collectively referred to as "**Parties**".

WITNESSETH

WHEREAS, the **County** owns, operates and maintains a highway system (hereinafter "**roadways**") in the towns and villages of the **County**; and

WHEREAS, the Orange County Department of Public Works has general charge and supervision of the work of constructing, improving, repairing and maintaining all **County** roadways; and

WHEREAS, **County** funds may be expended for the control and removal of snow and ice from **County** roadways; and

WHEREAS, the **County** may contract with the **Municipality** for snow removal and for salting or otherwise treating **County** roadways for the purposes of removing snow and ice; and

WHEREAS, the **Municipality** has the necessary machinery and equipment to exercise snow removal and salting or otherwise treating certain **County** roadways in said **Municipality**; and

WHEREAS, it will be beneficial to the **County** for said work to be performed by the **Municipality**; and

WHEREAS, the **Municipality** is willing to contract with the **County** for snow and ice control services based on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties hereto as follows:

1. **Term.** This Agreement shall be in effect for a period commencing on **October 1, 2012** and will terminate on **April 15, 2013** (hereinafter the "**Term**"). This Agreement is subject to approval by resolution of the Orange County Legislature and the Municipality's legislative body pursuant to New York Highway Law §135-a, which approvals are annexed hereto as **Schedule "B"**.
2. **Scope of Work.** This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials for the **County** roadways designated in **Schedule "A"** which is annexed hereto and incorporated herein (hereinafter the "**Work**").

- a. The **Municipality** will furnish all personnel, necessary highway tools and equipment and cause the Work to be performed in accordance with the rules and regulations of the **County's** Commissioner of Public Works.
 - b. The **Municipality** will provide all necessary sanding for the purposes of removing snow and ice on the **County** roadways designated in **Schedule "A"**.
 - c. Plowing shall always be done with the plowing trucks moving in the direction of traffic. Snow should not be plowed to the side of the truck on which traffic has an opportunity to pass.
3. **Payment.** In consideration for the Work, the **County** will pay the **Municipality** in accordance with the rates set forth in **Schedule "A"**. **Municipality** shall submit a detailed invoice for all Work rendered pursuant to this Agreement. The **County** will pay the **Municipality** on or before the April 15, 2013 or, in the event that an invoice is not tendered to the **County** on or before March 15, 2013, **County** shall issue payment within thirty (30) days receipt of such invoice.
4. **Municipality Responsibilities.** In addition to the obligations set forth in this Agreement, **Municipality** shall:
- a. Notify the **County's** Commissioner of Public Work, through **Municipality's** Superintendent, of any action, proceeding, claim or demand against **Municipality** arising from or out of the manner of performance of the functions under this Agreement;
 - b. Maintain a sufficient level of manpower, equipment and materials to enable it to meet the objections of this Agreement;
 - c. Clear the **County** roadways described in **Schedule "A"** to the extent that the **County** may deem necessary to provide reasonable passage and movement of vehicles over such roadways all in accordance with the terms, rules and regulations as may be deemed by the **County** to be in the best interest of the public; and
 - d. Adhere to all applicable local and state driving laws including the New York State Department of Transportation guidelines for any employees possessing a Commercial driver's license.
5. **Expenses.** **Municipality** shall be responsible for all costs and expenses incident to the performance of this Agreement, including but not limited to, all costs of materials, equipment, all fees, fines, licenses or bonds required or imposed against **Municipality** and all other costs associated with the Work. The **County** shall not be responsible for any expense incurred by **Municipality** in performing the Work.

6. **Parties' Status.** It is the expressed intention of the Parties that the **Municipality** is an independent entity and not an employee, agent, joint venture or partner of the **County**. Nothing shall be interpreted or construed as creating or establishing the relationship of employer and employee between the **County** and **Municipality**.

7. **Municipality's Insurance.** The **Municipality** shall maintain the following insurances covering both the **Municipality** and the **County** as it applies to liability under this Agreement: (A) General Liability Insurance with a combined single limit of \$1,000,000; (B) Auto Liability Insurance with a combined single limit of \$1,000,000; and (C) Workers' Compensation and Disability coverage as required by the New York State Workers' Compensation Law.
 - a. The **Municipality** shall attach to this Agreement a current Certificate of Insurance. The Certificate of Insurance will name the "County of Orange" as an additional insured with respect to this Agreement.

 - b. In the event the **Municipality** does not carry liability insurance, it shall provide the **County** with a letter of indemnification that holds the **County** harmless in the event of any action brought against the **County**. Said letter shall be approved by the Orange County Department of Law in advance of any performance of the Work.

 - c. Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, to the **County's** Risk Management Division. Any insurance coverage replaced or renewed during this Agreement will be evidenced by a new Certificate of Insurance being supplied to the **County** by the **Municipality**.

 - d. The **Municipality's** insurance coverage or self-insurance deductible shall be primary insurance with respect to the **County**, its officials, employees, agents or volunteers; and shall be in excess of the **Municipality's** insurance or self-insurance/deductible and shall not contribute with it.

 - e. The **Municipality** may not subcontract or utilize subcontractors for Work to be performed under this Agreement without the express written consent of the **County**. In that the **County** provides written consent for the **Municipality** to subcontract or utilize subcontractors to perform the Work, the **Municipality** shall include any subcontractors as insured under the aforementioned insurance policies or shall furnish separate certificates for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein.

8. **Additional Insurance.** The **County** will provide insurance with limits of \$2,000,000 in excess of the amounts set forth in *Paragraph 7(A)* and *7(B)* that will cover the **Municipality's** liability as it applies under this Agreement.

9. Indemnification.

- a. The **Municipality** hereby agrees to defend, indemnify and hold harmless the **County**, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third-party of any other person or entity, arising out of services pursuant to this Agreement which the **County**, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the **Municipality**, its employees, representatives, subcontractors, assignees, or agents. The **Municipality** further agrees to defend, indemnify and hold harmless the **County** against any claim arising from or occasioned by the manner of performance or non-performance of the Work under this Agreement.
 - b. In the event that any claim is made or any action is brought against the **County** arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the **Municipality**, either within or without the scope of his or her respective employment, representation, agreement or agency, or arising out of the **Municipality's** negligence, fault, act or omission, then the **County** shall have the right to require payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the **County** provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.
10. **Termination.** The **County** may terminate this Agreement upon thirty (30) days written notice to the **Municipality** subject to the fulfillment of all outstanding obligations to the **County** under the provisions of this Agreement. If this Agreement is so terminated, the **Municipality** shall be paid for that portion of the Work satisfactorily completed.
11. **Prohibition against assignment.** In accordance with the provisions of section 109 of the General Municipal Law, the Parties are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement to any other municipality, officer, person or corporation without the previous consent in writing of the other party.
12. **Construction of Agreement.** This Agreement shall be construed in accordance with the laws of the State of New York and jurisdiction and venue for any disputes arising herewith shall reside with the Orange County Supreme Court in and for the State of New York.
13. **Notices.** All notices shall be in writing and hand-delivered or sent by United States certified or registered mail, return receipt requested to the address of the other party or to such other address as such party may designate from time to time by such notice and shall take effect when mailed.
14. **Entire Agreement.** This Agreement constitutes the entire Agreement between the **County** and **Municipality** with reference to the subject matter hereof. There are no terms, conditions

or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement which have not been embodied herein.

15. Modification. This Agreement shall not be modified except by writing, subscribed by both Parties.

16. Non-Waiver. No delay for failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

17. Severability and Compliance with Applicable Law. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions or the application thereof shall be deemed severable and shall not be affected thereby.

18. Headings. The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.

19. Interpretation. The Parties acknowledge that that they have had an opportunity to review this Agreement and confer with counsel of their choosing. This Agreement shall be interpreted in accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof.

IN WITNESS THEREOF, the Parties have hereunto executed this Agreement the date set forth above.

TOWN OF MOUNT HOPE

COUNTY OF ORANGE

By:

By:

WILLIAM NOVAK, JR.
SUPERVISOR

EDWARD A. DIANA
COUNTY EXECUTIVE

Date: _____

Date: _____

SCHEDULE A

TOWN OF MOUNT HOPE

Item	Description	Distance Per Mile	Rate per Mile	Total
A.	County Road No. 60, extending from State Route No. 211 southwesterly to County Road No. 11 near the Hamlet of Mount Hope	2.76	\$4,700.00	\$12,972.00
B.	All of the Finchville-Otisville, County Road No. 73, being 3.10 miles in the Town of Mount Hope and 0.56 mile in the Village of Otisville	3.66	\$4,700.00	\$17,202.00
C.	County Road No. 90, Otisville-Sullivan County Line, northerly from State Route No. 211 to County Line, being 0.21 mile in the Village of Otisville, and 2.55 miles in the Town of Mount Hope	2.76	\$4,700.00	\$12,972.00
	Total Contract	9.18	\$4,700.00	\$43,146.00