

**REGULAR MEETING, TOWN OF MOUNT HOPE, SEPTEMBER 13, 2010**  
**www.townofmounthope.com**

The regular meeting of the Town Board of the Town of Mount Hope was held at Town Hall on **September 13, 2010** 7:30pm with the following present: Supervisor William Novak, Councilman Michael Bell, Councilman Greg Stiles, Councilwoman Kathy Russo, Councilman Ed Fairweather and Town Clerk Kathleen Myers.

**OTHERS PRESENT:** Highway Supt. Hassenmayer, T. Gilmore, A. Russo, I. Stiles, D. Tripken, L. Fairweather, W. Rebman, D. Loeven, Lt. Freeman, D. Irizarry, R. Bakker, N. Chechen, J. Musial, J. Litow.

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.

**ACCEPTANCE OF PRIOR MEETING MINUTES:**

**MOTION** by Mr. Bell, seconded by Mrs. Russo that the minutes of the 7-28-2010 and 8-9-10 as submitted by the Town Clerk are approved. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**CORRESPONDENCE:**

1. Supervisor's report July 2010
2. Police Dept. report 8-10
3. Resolution re: horizontal drilling
4. Resignation from NJ Mann Jr. effective immediately
5. Snow & Ice contract w/ Orange County – for approval
6. Summer Recreation Contract – for approval
7. Letter from Assessor re: SCAR
8. 2-Public hearing notices from T/O Mamakating re: Stormwater & seasonal dwellings
9. Planning Board minutes from 8-16-10
10. Shelter report from Ag. & Mkts.
11. Amended Investment policy – for approval.

**COMITTEE REPORTS:**

**POLICE:**

Lt. Freeman reported that Hach's Hackers are no longer in business. They have contacted Brian Minerly who will use the same rate as Hach's Hackers. They would like to purchase a card scan unit which would be used for electronic submission of fingerprints and photographs and so that they don't have to go to the county every time for processing. The cost is \$18,300.00 (Off state bid) plus \$3,000 for the IMPACT software. Mr. Stiles stated that that is a lot of trips to Goshen. Supervisor Novak stated there is money in capital reserve.

**HIGHWAY DEPARTMENT:**

Mr. Hassenmayer reported they are moving ahead with the ADA grant with the County. They approved adding a pavilion. He has been in touch with an architect. This will keep them busy in the fall. He would like to keep Brandyn Howell on until October to keep up with the mowing at the park. The salt bids were awarded 2 weeks ago. The state bid was slightly higher.

**HIGHWAY DEPARTMENT...CONTINUED:**

He also reported that only 2 trash bids were received. He recommends accepting Sonny Zito bid for the Freon units and Middletown Carting for the remainder.

**ACCEPTANCE OF TRASH BID:**

**MOTION** by Mr. Bell seconded by Mr. Fairweather to accept the bid from Sonny Zito for the Freon units at \$8.00/unit – delivered to Sonny Zito and Middletown Carting for 30 yd. cont. for household bulk and construction debris; \$120/pull & \$75.00/ton for disposal; 40 Yd. cont. for mixed metals; no charge /pull; will pay town \$170/ton; 3-40 yd. cont. on site at all times; 30 yd. cont. for tires; no charge/pull; car tires \$155/ton; large truck tires \$10 ea. extra; loader & construction vehicle tires \$100 ea. extra. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

Mr. Hassenmayer also reported about the combination dump body/spreader with plows and only received one bid from Amthor; which was actually \$2700 less than the original estimate.

**RESOLUTION TO ACCEPT BID FOR COMBINATION DUMP BODY  
SPREADER WITH PLOWS:**

**MOTION** by Mr. Stiles seconded by Mr. Bell to accept the bid from Amthor for the combination dump body spreader with plows for \$69,635.00; non-collusion was included. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

Mr. Hassenmayer recommended the highest bidder for each of the surplus equipment bids. NO bids were received for the fuel pump. Mr. Kelson recommends EFT payments from each of the bidders.

**RESOLUTION TO ACCEPT BIDS FOR SURPLUS EQUIPMENT:**

**MOTION** by Mr. Fairweather seconded by Mr. Bell to accept the recommendation from Mr. Hassenmayer to accept the bids as follows: 1991 International Paystar – Village Truck \$2690.00; 1995 International 4800 – World Wide Truck \$7550.00; 2001 Dodge Pick Up – Village Truck \$4690.00; Eager Beaver Roller – Keesler Truck \$650.00. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

Mr. Hassenmayer also would like to purchase off state bid a 60" cut mower especially if we end up taking over the Howells cemetery. The current one has over 4,000 hours on it. State bid price is \$13,082.21. He has the money in the parks budget and the brush/weeds funds. Mr. Stiles recommends measuring distance between stones to be sure the mower will fit. Mr. Hassenmayer also requested permission for himself, Julie and Al Dodd to attend a StormWater Conference in Beacon on 10-13-10 at \$80.00/person. The board agreed it was okay.

**VILLAGE OF OTISVILLE:**

Ms. Loeven reported that the Village Board passed the fuel resolution and will forward Kathleen a copy.



**RESOLUTION TO APPROVE THE SUMMER RECREATION CONTRACT:**

**MOTION** by Mr. Fairweather seconded by Mrs. Russo to approve the summer recreation contract as presented. (see end of minutes). All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**HIDDEN VALLEY:**

Mr. Stiles reported that they both (he and Mr. Novak) have had conversations with Matt Sang from Enviroquip. The expense should be the responsibility of the equipment manufacturer. Mr. Novak added that there is a 10 year warranty on the equipment unless it freezes. He told Mr. Sang that the town board needs this proposal in writing. He also added that Enviroquip has changed their name to OVIVO.

**PLANNING BOARD:**

Mr. Gilmore advised the meeting is Monday night with two on the agenda.

**ZONING BOARD:**

Mr. Kelson added that there is a Zoning Board meeting this Thursday 9-16 re: Romanian Orthodox Church.

**ATV LAW:**

Mr. Kelson summarized two of the changes. Paragraph 3 was deleted, sections D & L were deleted and adding of the decibel level to read "90". Discussion re: Decibel level. Mr. Kelson explained that this law is for the people who are disrespectful to their neighbors. Mrs. Russo added that the noise ordinance should be amended as well; she thinks that section "G" is subjective; and there is no note about using ATV's for utility purposes. Mr. Novak would like "approved business" in added into #7/Exclusions. Mrs. Russo asked Lt. Freeman if he knew how many ATV calls there have been since July 1. He answered only 2 since 7-1. Mrs. Russo asked how you would enforce this law if once you get there they stop riding the ATV. Lt. Freeman stated it would be difficult because they are not there and then once they stop it's a problem. He added that they could use an unmarked car. Ms. Loeven spoke re: a nuisance clause being in the law. Mr. Novak spoke re: not penalizing the responsible owner. Lt. Freeman stated they would continue to do more field work.

**OLD OTISVILLE SCHOOL:**

Mr. Novak stated that the RFP period expired last Friday. Office of the Aging for Orange County and Rockland County were contacted and no responses were received. Mrs. Russo stated she will have a committee meeting. Mr. Novak suggested that we could re-advertise. Mr. Fairweather added that he would have a committee meeting within the next two weeks.

**SHODDY HOLLOW ROAD PROPERTY:**

Mr. Novak explained that the town purchased said property about 6 or 7 years ago. The property is contiguous to the gravel bank. The house that was on the property has been demolished. Jim DeWinter did the site plan. He spoke re: 4 lot sub-division. He asked if the board would like to move forward with a sub-division. He also stated that per the Assessor we should be able to get between \$30-\$60,000/lot.



**RESOLUTION TO MOVE FORWARD WITH THE SHODDY HOLLOW ROAD SUB-DIVISION (SBL 6-1-25):**

**MOTION** by Mr. Stiles seconded by Mrs. Russo to authorize the Town Engineer to perform work required to submit to the Planning Board sub-division plans that would allow the Town of Mount Hope to maintain land contiguous to the town property and permit excess land to be sub-divided for future sales. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**RESOLUTION TO ACCEPT <sup>RESIGNATION</sup> RESOLUTION FROM NJ MANN JR:**

**MOTION** by Mr. Stiles seconded by Mrs. Russo to accept the resignation from NJ Mann Jr. from the highway department; effective immediately and with regret. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**2010 SNOW & ICE CONTROL CONTRACT WITH ORANGE COUNTY:**

**MOTION** by Mr. Fairweather seconded by Mr. Bell to approve the 2010-2011 Snow & Ice Control Contract with Orange County in the amount of \$4,650.00 per mile for 9.18 miles; and the Town Supervisor be authorized to sign said contract. (see attached) All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**SUPERVISOR'S REPORT:**

**MOTION** by Mr. Stiles seconded by Mr. Bell to approve the Supervisor's report for August 2010 as submitted. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**RESOLUTION TO AMEND THE TOWN INVESTMENT POLICY:**

**MOTION** by Mr. Stiles seconded by Mr. Bell to amend the Investment policy by adding the First National Bank of Jeffersonville to the list of depositories. (see attached) All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**AUDIT OF CLAIMS:**

**MOTION** by Mr. Stiles seconded by Mrs. Russo to approve the following bills:

GENERAL A :	#415-466	\$132,617.69
GENERAL B:	#91-101	\$ 9,773.73
HIGHWAY:	#165-187	\$ 55,409.70
SEWER:	#82-92	\$ 5,809.26
CAP H'WAY EQ:	#3	\$ 2,500.00.

All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.

**PUBLIC PARTICIPATION:**

\*Mr. Litown spoke re: survey of Baker Street property. Should have map by next meeting.

\*Ms. Loeven spoke re: training for Hometown Helpers on Thursday at 2:30 at Village Hall. No age requirement. She also spoke re: fundraiser for Hometown Helpers; Gold Party. Bring old gold and get cash. 15% will go to hometown helpers.

Mrs. Fairweather thanked everyone for their work at the fair – the highway dept. and the town board and especially the Valentino family.

**REGULAR MEETING, TOWN OF MOUNT HOPE, SEPTEMBER 13, 2010**

**[www.townofmounthope.com](http://www.townofmounthope.com)**

**BOARD COMMENTS:**

Mr. Novak thanked everyone also including the police department. He spoke re: softball game between the 2 prisons' CO's. He added that Supt. Cook is retiring the end of September.

Mr. Kelson added that that any comments from the board regarding the ATV law should be emailed to him.

Councilman Stiles stated although he voted to approve the previous minutes that they were incorrect in that the vote for the Bilinski/Mettelman property contract was done in executive session and not after reconvening and it didn't reflect his nay vote. Supervisor Novak disputed this allegation and stated that the town clerk was not present during the executive session. All motions regarding emergency services, hiring a clerk and re-affirming the Bilinski/Mettelman resolution were done after regular business was reconvened and are correctly reflected in the minutes. The town clerk stated that his nay vote is in fact reflected in the previous minutes and she was not in attendance in executive session.

Mrs. Musial asked if the contracts were signed on this property. Mr. Novak stated no.

Mrs. Stiles asked if there were any updates on the Spruce Road project. Mr. Kelson stated that they are before the planning board at their next meeting.

Mr. Fairweather thanked everyone for their help at the fair. The highway crew is invaluable. He is stepping down as co-chair. There are 2 viable fill-ins.

**ADJOURNMENT:**

**MOTION by Mr. Stiles seconded by Mr. Bell to adjourn the meeting at 9:10pm. All in favor – Bell, Stiles, Novak, Russo, Fairweather. Carried.**

**The next meeting is scheduled for September 27, 2010 at 7:30pm.**

Respectfully submitted,



Kathleen A. Myers, Town Clerk



**Village of Otisville  
Town of Mount Hope  
2010 Summer Youth Recreation Program**

The Village of Otisville and the Town of Mount Hope hereby agree to enter into a cooperative agreement for the operation of the **2010** Summer Youth Recreation Program.

It is agreed that registration fees shall be as follows:

	<u>Residents</u>	<u>Non-Residents</u>
1 child	\$300	\$600
2 children	\$400	\$800
each additional child	\$ 50	\$100

Non-residents are considered to be those children who live outside of the Town of Mount Hope but within the Minisink Valley School District and are eligible to attend the Otisville Elementary School.

All registration fees collected for 2010 will be:

- 1) used to balance the 2010 Summer Recreation budget
- 2) used for special projects and purchases associated with the program
- 3) used prior to any appropriated funds being expended.

The Village of Otisville agrees to pay all expenses, including payroll incurred for 2010 Summer Youth Recreation Program. All secretarial duties are to be performed by the Program Director.

Expenditures will be shared on a percentage basis, calculated according to actual program enrollment. The **Town of Mount Hope** will be responsible for 80% of the operating budget and the **Village of Otisville** will be responsible for 20% of the operating budget. The Village of Otisville will voucher the Town of Mount Hope for their share of the operating budget prior to the start of the program so that funds are available for the purchase of supplies for the program.

All purchases to be made for the program, including replenishing expended supplies and equipment, should be completed by **September 30, 2010**.

At the conclusion of the program, the Village Clerk will balance the program budget. If the program has operated with a deficit, the Village of Otisville will voucher the Town of Mount Hope for their share (at the established ratio) of the amount required to balance the budget. If the program has operated with a surplus, a maximum of **\$2,500.00** will be reserved as start-up money for the **2011** program. Any additional surplus will be returned to the Town and Village general funds at the established ratios.

**2010 enrollment:**

Town of Mount Hope residents: 105 = 82.7% rounded down 80%

Village Residents: 22 = 17.3% rounded up to 20%

Based upon these enrollment figures and the Preliminary Program Budget Summary attached, the anticipated Town/Village share of the **2010 Summer Youth Recreation Program** will be as follows:

Town of Mount Hope - \$ 10,064

Village of Otisville - \$ 2,516

Signed \_\_\_\_\_ date \_\_\_\_\_  
Brian Wona, Mayor  
Village of Otisville

Signed William Novak Jr. date 9/14/10  
William Novak, Jr., Supervisor  
Town of Mount Hope

**AGREEMENT FOR CONTROL OF SNOW AND ICE ON CERTAIN  
COUNTY ROADS PURSUANT TO ARTICLE 5-G  
OF THE GENERAL MUNICIPAL LAW**

THIS AGREEMENT, made this 13<sup>th</sup> day of September, 2010, between the **COUNTY OF ORANGE**, a Municipal Corporation of the State of New York, (hereinafter referred to as "**COUNTY**"), and the **TOWN OF MOUNT HOPE**, Orange County, New York (hereinafter referred to as "**TOWN**").

**WITNESSETH**

**WHEREAS**, the **TOWN** has the necessary machinery and equipment to exercise snow control upon certain County Roads in said **TOWN**, and it will be beneficial to the **COUNTY** for said work to be performed by the **TOWN**; and

**WHEREAS**, the **TOWN** is willing to exercise the aforesaid control on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, pursuant to General Municipal Law, Article 5-G and in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

- (1) The **TOWN** will, during the period of one year from the date hereof, regarding the County Roads designated and described in **Schedule "A"** which is attached hereto and incorporated herein, perform all necessary work for the removal of snow and ice from the County Roads first described above and located in said **TOWN**, and for sanding and otherwise treating them for the purposes of removing the danger of snow and ice, but not for the erection of snow fence, in accordance with rules and regulations as may be made by the Orange County Commissioner of Public Works.
- (2) The **TOWN** will furnish all personnel, necessary highway tools and equipment and cause the said work to be performed in accordance with rules and regulations of the said Commissioner of Public Works.
- (3) For the above described snow control work, the **COUNTY** will pay to the **TOWN** on or before the 15th day of April, 2011, the sum of \$4,650.00 per mile for the following roads set forth in **Schedule "A"** annexed hereto and made a part hereof.
- (4) The **TOWN** shall forthwith, through its **TOWN** Superintendent, notify the said Commissioner of Public Works of any action, proceeding, claim, or demand against the **TOWN** arising from or out of the manner of performance of the functions under this Agreement.



(5) The **TOWN** shall maintain the following insurance covering the **TOWN** and the **COUNTY** but only as it applies to the liability under this contract.

- 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.
- C. Workers' Compensation and Disability coverage as provided for under the Workers' Compensation Law.

The **TOWN** shall furnish the County with a Certificate of Insurance. The Certificate of Insurance will name the County of Orange as an additional insured as respects this contract.

Any **TOWN** that does not carry liability insurance will provide the County of Orange with a letter of indemnification subject to approval by the County Attorney or his designee, that holds the County of Orange harmless in the event of any action brought against the County of Orange pertaining to this contract.

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

The **TOWN'S** insurance coverage, whether it is by policy, policies or a self-insurance pool/reserve shall be primary coverage as it relates to the **TOWN** and/or **COUNTY**, its officials, employees, or volunteers and shall be excess of the **COUNTY'S** insurance or self-insurance pool/reserve which shall not contribute to it.

The **TOWN** shall include any subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. Coverage's for subcontractors shall be subject to all of the requirements stated herein.

- (6) The **COUNTY** will provide insurance with limits of \$2,000,000 in excess of "A" and "B" of Paragraph "5" that will cover the **TOWN'S** liability as it applies under this contract.
- (7) Subject to provision and limits of Paragraph "5" of this **AGREEMENT**, the **TOWN** agrees to defend, indemnify and hold harmless the **COUNTY**, its officers, employees, agents and/or servants against any claim arising from or occasioned by the manner of performance or non-performance of the functions under this **AGREEMENT**.

IN WITNESS WHEREOF, THE SAID COUNTY has caused this Agreement to be signed by its County Executive, pursuant to Resolution of its County Legislature duly adopted and the TOWN has caused the same to be executed by its TOWN Supervisor, pursuant to Resolution of its TOWN Board, adopted 9-13-2010, and a copy of which is annexed hereto as **Schedule "B"**.

TOWN OF MOUNT HOPE

BY: William Novak Jr  
WILLIAM NOVAK, JR.  
SUPERVISOR

DATE: 9/13/10

COUNTY OF ORANGE

BY: \_\_\_\_\_  
EDWARD A. DIANA  
COUNTY EXECUTIVE

DATE: \_\_\_\_\_



## SCHEDULE A

### TOWN OF MOUNT HOPE

- A. County Road No. 60, extending from State Route No. 211 southwesterly to County Road No. 11 near the Hamlet of Mount Hope, a distance of 2.76 miles.
- 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, having a total length of 3.66 miles.
- 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, having a total length of 2.76 miles.

total miles = 9.18

\$ 42,687.00

**TOWN OF MOUNT HOPE**  
**2010 INVESTMENT POLICY**

**Motion** by Councilman Stiles

The Town Supervisor is designated to make all investment transactions for the Town. The Town of Mount Hope investment policies are governed by the statutes of the State of New York, however, the Town must have a stated and approved investment policy. The Town funds are deposited in F.D.I.C. insured banks located within the State. The Town uses demand accounts and may use Certificates of Deposit. Collateral is required for all funds on deposit not covered by Federal deposit insurance. Obligations that are pledged as collateral shall be obligations of the U.S., its agencies, New York State, its municipalities and school districts. The collateral should be placed in a third party bank and the third party bank is to give the Town notification of possession, the depositories for the Town investments shall be First National Bank of Jeffersonville\*, JPMorgan Chase Bank, Citizen Bank, Walden Federal Bank, Orange County Trust Company and Provident Bank. The investment policy of the Town shall be in accordance with the statutes of New York State and be periodically reviewed and revised as necessary to reflect changes in available investment opportunities and market conditions. Investment records and controls should be within the guidelines of policies and procedures set forth by the Office of the State Comptroller.

**Seconded** by Councilman Bell

	<b>AYE</b>	<b>NAY</b>
<b>Supervisor</b> William Novak	X	
<b>Councilman</b> Michael Bell	X	
<b>Councilman</b> Greg Stiles	X	
<b>Councilwoman</b> Kathy Russo	X	
<b>Councilman</b> Ed Fairweather	X	

\*amended to add First National Bank of Jeffersonville on 9-13-10