

The regular scheduled meeting for the Town of East Bloomfield was held at the East Bloomfield Town Hall on Monday evening, June 9, 2014 at 7:30 P.M. with Supervisor Dianne Crowley presiding.

Crowley opened the regular Town Board meeting at 7:30 P.M.

Present:	Supervisor	Dianne G. Crowley
	Council Person	Ronald P. Hawkins
	Council Person	Michelle T. MacMillan
	Council Person	Frank W. Fessner
	Council Person	William J. Mitchell Jr.

Attending the meeting were Margaret Gochenaur (Town Clerk), Andy Hall (Code Enforcement Officer), and Ron Roach (AWA Liaison).

Pledge of Allegiance led by Councilman Hawkins.

Public Welcome and Comments: Crowley welcomes Ron Roach.

**APPROVAL OF MINUTES** - Motion was made by Mitchell, seconded by Hawkins, to approve the May 27, 2014 minutes. Adopted: Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan and Crowley) Nays 0

**TOWN CLERK'S REPORT:** Motion made by Mitchell, seconded by Fessner, to approve the Town Clerk's report. Adopted: Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan and Crowley) Nays 0 Mitchell inquired about the letter received by the Town Clerk from Trooper Kelley Mietlicki concerning the safety audit. Gochenaur reported that she was seeking a time frame for the audit to be performed. It was decided that Gochenaur would e-mail Trooper Mietlicki to see if she was available the week of July 14-18, 2014 for the safety audit to be conducted. Gochenaur will report back to the Board with any updates.

**CODE ENFORCEMENT OFFICER'S REPORT:** Motion made by Mitchell, seconded by Fessner, to approve the Code Enforcement officer's report. Adopted: Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan and Crowley) Nays 0 Hall reported to the Board that his new pickup truck was in along with the new Highway Crew truck. Hall reported to the Board that he would like to put his old pickup truck up at the Highway Department for a sealed bid sale. Motion made by Mitchell, seconded by Fessner, to declare the Code Enforcement Officer's old pickup truck surplus and that the minimum resale bid be for not less than \$26,500.00. Discussion was held. Adopted: Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan and Crowley) Nays 0. Hall reported that he will detail his own truck to get it ready for the sale. He also reported that his truck would be ready for the sale no later than Friday June 20, 2014. Hall reported that the sealed bids will be accepted in the Town Clerk's Office until Monday July 7, 2014 at 2:00PM. Fessner reported that he will report back to the Board with his recommendations as to who will detail the Highway Crew Truck. Discussion was held.

**SUPERVISOR'S REPORT:** Motion made by Mitchell, seconded by MacMillan, to approve the Supervisor's report. No discussion held. Adopted: Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan and Crowley) Nays 0.

Motion was made by Fessner, seconded by Mitchell, to adopt the Resolution 2014-019 to Authorize Payment of the Former Petty Cash Fund To The Former Town Clerk and waive the reading of the Resolution. Adopted: Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

## **RESOLUTION 2014-019**

### **RESOLUTION TO AUTHORIZE PAYMENT OF FORMER PETTY CASH FUND TO THE FORMER TOWN CLERK**

**WHEREAS**, the former East Bloomfield Town Clerk states she used her own personal funds to supplement the petty cash fund in the Town Clerk's Office and

**WHEREAS**, there is no financial record to show there was any petty cash assigned to the Town Clerk's office and

**WHEREAS**, there was \$38.00 in the petty cash fund when the newly elected Town Clerk took office on January 1, 2014 therefore be it

**RESOLVED**, that this Town Board hereby authorizes the Town Clerk to pay the former Town Clerk \$38.00 to close out the petty cash fund from the previous Town Clerk's administration and further be it

**RESOLVED**, that a certified copy of this resolution be forwarded to the Town Clerk

Motion was made by Mitchell, seconded by Fessner, to adopt the Resolution 2014-020 to Adopt an Intermunicipal Water and Sewer Maintenance Agreement with The Village of Bloomfield and waive the reading of the Resolution. Adopted: Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

## **RESOLUTION 2014-020**

### **RESOLUTION TO ADOPT INTERMUNICIPAL WATER AND SEWER MAINTENANCE AGREEMENT WITH THE VILLAGE OF BLOOMFIELD**

**WHEREAS**, the Town of East Bloomfield contracts with the Village of Bloomfield for maintenance of the Town water and sewer districts, and

**WHEREAS**, these Intermunicipal Agreements must be renewed, and

**WHEREAS**, the current agreements expired at the end of December, 2013, and

**WHEREAS**, the Village has provided the Town with renewal Intermunicipal Agreements for Water District#1, Water District# 2X2 and Sewer District #1 covering the period from January 1, 2014 through December 31, 2017, a three year term, and

**WHEREAS**, the Board of the Town of East Bloomfield has reviewed said renewal contracts, now, therefore, be it

**RESOLVED**, that this East Bloomfield Town Board approves of the contracts for the maintenance of its water and sewer districts for the years 2014 through 2017, and also be it

**RESOLVED**, that a copy of this resolution and the signed Inter-municipal Agreements be sent to Mark Falsone, the Mayor of the Village of Bloomfield.

Motion was made by Mitchell, seconded by Fessner, to adopt the Resolution 2014-021 to Adopt an Intermunicipal Agreement for Shared Fuel Facility and waive the reading of the Resolution. Discussion was held. Adopted: Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

## **RESOLUTION 2014-021**

### **RESOLUTION TO ADOPT INTERMUNICIPAL AGREEMENT FOR SHARED FUEL FACILITY**

#### **INTERMUNICIPAL AGREEMENT**

#### **East Bloomfield Shared Fuel Facility**

The TOWN OF EAST BLOOMFIELD, a municipal corporation of the State of New York, having an office and place of business at P.O. Box 85, 99 Main Street, East Bloomfield, NY 14443 (hereinafter referred to as the "Town") and

The Bloomfield Central School District a municipal corporation of the State of New York having an office and place of business at, 45 Maple Avenue, Suite A, Bloomfield, NY 14469 (hereinafter referred to as the "District") agree to the sharing of the East Bloomfield Fueling Station, located at the Town's Highway Department, 7229 State Street, Bloomfield, NY14469, as follows:

**WHEREAS**, in the interest of saving money and time, both parties desire to encourage the sharing of services among municipalities; and

**WHEREAS**, the Town of East Bloomfield is willing to provide fuel to the District under this Agreement; and

**WHEREAS**, the Town has installed a tracking system to identify the users of the fueling station and the amount of fuel used;

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: All users identified by the District will be issued a key card specific to that user;

SECOND: At the end of each month, the Town will identify, via tracking system reporting, how much fuel was used by the District and by which user;

THIRD: An itemized invoice will be prepared for the District for the number of gallons of fuel pumped by type at the rate per gallon paid by the Town at the previous delivery, plus a four cent fueling station maintenance "upcharge".

Invoices shall be submitted by the Town to the District monthly, with payment made within 30 days, but only after approval by the District. Prior to making any payments hereunder, the District may audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment.

FOURTH: The term of this Agreement shall be five (5) years commencing on July 1, 2014 through June 30, 2019. This Agreement shall be reviewed every five (5) years.

FIFTH: Either party, upon ninety (90) days written notice to the other, may terminate this Agreement in whole or in part when either party deems it to be in its best interest. In such event, the usage reports shall be tallied and the parties compensated, and shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

SIXTH: The parties shall comply, each at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the party as an employer of labor or otherwise. The parties shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

SEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the Town of East Bloomfield, PO Box 85, East Bloomfield, NY 14443 or to the District at the address set forth above.

EIGHTH: The District shall provide the Town with proof of its insurance and agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, the District shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the District or third parties under the direction or control of the District; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Paragraph (a) and to bear all other costs and expenses related thereto.

**NINTH:** Hazardous Materials, Contamination and Remediation.

The Town agrees to defend and indemnify the school against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly from preexisting or future contamination by petroleum products or other hazardous materials of the real property or adjacent real property located at the Town's Highway Department, 7229 State Street, Bloomfield, NY 14469 unless such contamination results from negligent acts or omissions of the School or its agents or employees.

It shall be the Town's sole obligation to maintain the facility in such a manner as to prevent contamination of the real property consistent with the intended use of the facility.

**TENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**ELEVENTH:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Bloomfield Central School District and the Town of East Bloomfield have executed this Agreement in triplicate.

**TOWN OF EAST BLOOMFIELD**

**BLOOMFIELD CENTRAL  
SCHOOL DISTRICT**

This resolution offered with voting as follows:

Motion by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Motion by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Crowley  
Fessner  
Mitchell  
Hawkins  
MacMillan

Board Members  
Listed

Attest: \_\_\_\_\_  
Town Clerk

Attest: \_\_\_\_\_  
District Clerk

SEAL

SEAL

Motion was made by Mitchell, seconded by Fessner, to adopt the Resolution 2014-022 to Adopt an Intermunicipal Agreement for Propane Tank Installation and waive the reading of the Resolution. Discussion was held. Adopted: Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

**RESOLUTION 2014-022**

**RESOLUTION TO ADOPT INTERMUNICIPAL AGREEMENT FOR PROPANE TANK INSTALLATION**

**INTERMUNICIPAL AGREEMENT**

**Propane Tank Installation**

The TOWN OF EAST BLOOMFIELD, a municipal corporation of the State of New York, having an office and place of business at P.O. Box 85, 99 Main Street, East Bloomfield, NY 14443 (hereinafter referred to as the "Town")

and

The Bloomfield Central School District a municipal corporation of the State of New York having an office and place of business at, 45 Maple Avenue, Suite A, Bloomfield, NY 14469 (hereinafter referred to as the "District")

agree to allow the School District to site a 500 gallon capacity propane tank and associated equipment by the District on the Town's Highway Garage property, located at 7229 State Street, Bloomfield, New York 14469, as follows:

**WHEREAS**, the District desires to use propane as a source of power for its vehicles; and

**WHEREAS**, the Town of East Bloomfield is willing to provide the District with a location to install a propane tank on the Town's Highway Garage property; and

**WHEREAS**, the School District shall install a tracking system to identify the users of the fueling station and the amount of propane used.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. The Town shall allow the District to install a five-hundred (500) gallon capacity propane tank and associated equipment on the Town's Highway Garage property. The precise location within the Highway Garage property that the propane tank and associated equipment will be placed is subject to agreement by the Town Highway Superintendent and the Town Code Enforcement Officer.
2. The Town will charge the District no rent or other fee for this use.
3. The propane tank and all associated equipment are exclusively the property of the District and/or the company delivering propane as detailed in the New York State Contract.

4. The District shall ensure that the propane tank and associated equipment and the installation and maintenance of such complies with all applicable federal, state, and local regulations and codes as disclosed by the Town Code Enforcement Officer. These required regulations and codes are contained within **Appendix A**, attached hereto.
5. Every operator of the propane tank and associated equipment must present the Town Code Enforcement Officer with documentation demonstrating that he or she has received all required training and certifications to operate the propane tank and associated equipment. The required training and certifications will be determined by the District's consultation and agreement with the Town Code Enforcement Officer. These required trainings and certification are contained within **Appendix B**, attached hereto.
6. The District will be billed on the cost of propane directly from the company delivering propane at the time of use.
7. The District shall pay all costs for the propane tank and associated equipment, as well as the installation, maintenance, utility and refilling, and dispensing of such.
8. Should the District no longer need the propane tank and associated equipment then the District shall remove the tank and equipment within six (6) months.
9. The District shall provide the Town with proof of its insurance liability limits of \$2,000,000 per occurrence. The district will provide that the Town be named as an additional insured.
10. This agreement shall be for a term of five (5) years to commence on June 9, 2014 and end June 9, 2019. This agreement shall be automatically renewed for a five (5) year period of time. This agreement will remain in effect throughout the Town's ownership of the property.
11. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Bloomfield Central School District and the Town of East Bloomfield have executed this Agreement in triplicate.

TOWN OF EAST BLOOMFIELD

BLOOMFIELD CENTRAL  
SCHOOL DISTRICT

This resolution offered with voting as follows:

Motion by Mitchell  
Seconded by Fessner

Motion by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Board Members  
Listed:  
Crowley  
Fessner

Hawkins  
MacMillan  
Mitchell

Attest: \_\_\_\_\_  
Town Clerk

Attest: \_\_\_\_\_  
District Clerk

SEAL

SEAL

Motion was made by Mitchell, seconded by Fessner, to adopt the Resolution 2014-023 for Standard Work Day and Reporting Resolution for Elected and Appointed Officials and waive the reading of the Resolution. Discussion was held. Motion was tabled.

**RESOLUTION 2014-023**  
**Standard Work Day and Reporting Resolution**  
**for Elected and Appointed Officials**

BE IT RESOLVED, that the Town of East Bloomfield / 30223 hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on the time keeping system records or their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check Only if member in Tier 1)	Current Term Begins & End Dates	Participates in Employer's Time Keeping System (Y/N)	Record of Activities Results	Not Submitted (check only if official did not submit records)
<b>Elected Officials</b>									
Highway Superintendent	8	Brian L. Bernard			<input type="checkbox"/>	1/1/14 – 12/31/17	N	24.75/mthly	<input type="checkbox"/>
Town Clerk	8	Margaret Gochenaur			<input type="checkbox"/>	1/1/14 – 12/31/17	N	18.64/mthly	<input type="checkbox"/>
Board Member	6	Frank W. Fessner			<input type="checkbox"/>	1/1/14 – 12/31/17	N	3.78/mthly	<input type="checkbox"/>
Board Member	6	William J Mitchell Jr.			<input type="checkbox"/>	1/1/12 – 12/31/15	N	7.33/mthly	<input type="checkbox"/>
Board Member	6	Michelle MacMillan			<input type="checkbox"/>	1/1/12 – 12/31/15	N	1.60/mthly	<input type="checkbox"/>
<b>Appointed Officials</b>									
Planning Board Member	6	Daniel E. Compton			<input type="checkbox"/>	1/1/14 – 12/31/20	N	16.33/yrly	<input type="checkbox"/>
Planning Board Member	6	Karl W. Smith			<input type="checkbox"/>	1/1/12 – 12/31/18	N	10.66/yrly	<input type="checkbox"/>

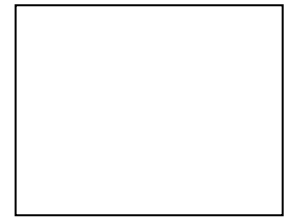
I, Margaret M. Gochenaur, clerk of the governing board of the Town of East Bloomfield, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 9<sup>th</sup> day of June, 2014 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of East Bloomfield on this 9<sup>th</sup> day of June, 2014

\_\_\_\_\_  
Signature of Town Clerk

**Affidavit of Posting**, I Margaret M. Gochenaur, being duly sworn, deposes and says that the posting of the Resolution began on June 10, 2014 and continued for at least 30 days. That the Resolution was available to the public on the

- Employer's website at [www.townofeastbloomfield.com](http://www.townofeastbloomfield.com)
- Official sign board at 99 Main Street, Bloomfield, NY
- Main entrance secretary or clerk's office at 99 Main Street, Bloomfield, NY



(Seal)

Motion was made by Mitchell, seconded by Fessner, to adopt the Resolution 2014-024 to Set a Public Hearing on Rezoning Parcel Tax Map #80.00-1-9.000 Rte. 5&20 from Agriculture/Residential 2 to Community/Commercial and waive the reading of the Resolution. Extensive discussion ensued. Adopted: Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

**RESOLUTION 2014-024  
RESOLUTION TO SET PUBLIC HEARING ON REZONING PARCEL  
TAX MAP #80.00-1-9.000  
RTE. 5&20 FROM AGRICULTURE/RESIDENTIAL 2 TO COMMUNITY/COMMERCIAL**

WHEREAS, a developer is wishing to purchase and develop a parcel of land, Tax Map #80.00-1-9.000 Rte. 5&20 and presently a section of the land is zoned Community/Commercial and a smaller section is zoned Agriculture/Residential 2

WHEREAS, the developer has requested a rezone of said parcel to full Community/Commercial and

WHEREAS, the property has been before the Town Board and the Planning Board and has been sent to the County Planning Board therefore it is

RESOLVED, that the Town Board of the Town of East Bloomfield shall conduct a Public Hearing on Monday, June 23, 2014 at 6:30 PM regarding the County Planning Board's recommendations and invite the public's input into the rezoning of the property.

**COMMITTEE REPORTS:**

**Audit-** MacMillan reported that all the audits have been completed. MacMillan and Mitchell will review their audit notes and get the letters out to the appropriate departments by June 23, 2014 with their findings and recommendations. Discussion was held.

**Buildings and Grounds:** Crowley reported that the parking situation during the Little League Games is still not corrected although people have been advised of the parking safety concerns. Crowley tells the Board that the season is almost over for this year but that going forward for next year's 2015 season that the parking situation will be addressed much more clearly so as to not have a repeat of this year. Hawkins recommends that handicap parking be made available. Discussion was held. Hall reported that the Workforce people will be painting at the Annex building tomorrow Tuesday June 10, 2014. Hall will be there to supervise and work with them. Hawkins reported he is still gathering information on the signs. Crowley reminded him that she expects him to give his presentation and recommendation to the Board at the June 23, 2014 concerning the Town signs.

**HIGHWAY:** Nothing to report.

**IT/Technology:** Nothing to report.

**INSURANCE:** Mitchell reports that the Fuel Tank Pollution Insurance Coverage premium came in lower than expected. Mitchell asks that the Board revisit this at the next Board meeting to allow him time to ask Crum & Forster more questions about the contract. Mitchell reported that the premium with Paris Kirwan, will be up \$102.00 or 0.26 percent increase for the same coverage we had last year. Mitchell reported that the underwriters would not except the data for the Towns building values as submitted by Don Collins. Mitchell reports that after he has had time to review the policy he will revisit this with the Board. Mitchell reports that he believes that staying with Selective Insurance is in the best interest of the Town. Discussion was held. Mitchell reports on a Terrorism Coverage



Rejection Form that in the past the town has rejected. Motion made by Mitchell, seconded by MacMillan, to reject the Terrorism Coverage Form as put before the Board by Selective Insurance. Discussion was held. Adopted Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0 Motion made by Mitchell, seconded by Crowley, to elect to purchase Minimum Limited Terrorism Insurance Coverage for an annual premium of \$13.00 per year. Discussion was held. Adopted Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0 Motion made by Mitchell, seconded by Fessner, to authorize the Chairman of the Insurance Committee to sign on the Towns behalf the Statement of Values as submitted from Selective Insurance. Discussion was held. Adopted Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

**PARKS and RECREATION:** Fessner reports that there is a conceptual plan for the baseball fields and requests that the Board approve the plan. Discussion was held. Fessner also requests that a grating plan needs to be completed as a next step. Discussion was held. Crowley asks that the decision on the layout be looked at during a special meeting which would be open to the public. That special meeting has been set for August 4, 2014 at 6:30PM. Mitchell reports that he would like to have a special facilities plan meeting. He asks that Hall create a list of recommendations for all Town Owned Property Buildings to be discussed at a later meeting. Discussion was held.

**WATER/SEWER VILLAGE OF BLOOMFIELD:** Crowley reports that a meeting was held concerning the water project. It was determined at the meeting that water improvements be done first to water districts #1, and #2 due to the current Bond Rates being low. Discussion was held.

**COMMUNICATIONS:** Crowley reports to the Board that she received two letters. One, concerning a certificate of Completion for NYS CDBG Project from Matthew L. Nelson. The second letter was from Kevin C. Busch from the NYSDOT concerning lead Agency for Rezoning 7471 Routes 5&20. Discussion was held.

**OTHER BUSINESS:** Hall reported that his office is very busy with new construction. He also reported to the Board that between the Town and Village they have at least 11 abandoned houses that will have to be addressed sometime soon.

**BUDGET TRANSFERS/AMENDMENTS:** Motion made by Mitchell, seconded by Hawkins, to approve the Budget Transfers. Discussion was held. Adopted: Ayes: 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays: 0

**PAYMENT OF BILLS:** Motion made by Mitchell, seconded by Hawkins to approve paying of the Bills. Discussion was held. Adopted: Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays 0

General Fund A	- Abs. #411- Vouchers - 196,197,199-205, 207-210,		
	213,215-218, 7136, 7139	\$	12,811.06
General Fund B	- Abs. #411 - Vouchers - 196,198,199,211,213	\$	29,445.54
Highway DA	- Abs. #411- Vouchers - 196	\$	212.34
Highway DB	- Abs. #411 - Vouchers - 196,212,7133-7139	\$	21,042.41
Water Dist. #1	- Abs. #411 - Voucher - 195,206,214	\$	4,841.82
Water Dist. #2	- Abs. #411 - Voucher - 195, 206	\$	746.90
Water Dist. #2 Ext.#2	- Abs. #411- Voucher - 195, 206	\$	78.30

**ADJOURNMENT:** Motion made by Fessner, seconded by MacMillan, to adjourn the meeting at 10:00 P.M. Ayes 5 (Fessner, Mitchell, Hawkins, MacMillan, and Crowley) Nays 0

Respectfully Submitted,

Margaret M. Gochenaur  
Town Clerk