

**TOWN OF URBANA
PUBLIC HEARINGS AND REGULAR BOARD MEETING
August 21, 2012**

The Urbana Town Board held its Regular Meeting and two Public Hearings on Tuesday, August 21, 2012 at 6:30 p.m. in the Town Hall, 8014 Pleasant Valley Road, Bath, New York.

PRESENT: John Webster Supervisor
 John Jensen Councilman
 Tom Chadwick Councilman
 Jim Presley Councilman
 Christine Kolo Councilwoman
 Mary Farmer Town Clerk

OTHERS PRESENT: Connie Cook, Anne Green, Bub Robinson, Gary Vogt, Martha Treichler, Rachel Treichler, Katrina Remaily, Michael Hanna, Edward P. Stull, Dave Wolczak, and Lance Locy.

Supervisor Webster opened the meeting at 6:31 pm.

The **Farm Winery Public Hearing** was opened at 6:33 pm.

Supervisor Webster gave a brief introduction of the proposed changes which would permit Farm Wineries to operate in agricultural, industrial, and commercial areas, by right. The proposed changes would also permit breweries and distilleries in agricultural, industrial, and commercial areas by special use. There were no public comments.

At 6:35 pm on motion by Councilman Chadwick, seconded by Councilman Presley and carried, all voting Aye to close the Farm Winery Public Hearing and open the **Moratorium Public Hearing**.

There were comments from Rachel and Martha Treichler and Dave Wolczak in favor of passing a moratorium.

At 6:45 pm on motion by Councilman Presley, seconded by Councilman Jensen and carried, all voting Aye to close the Moratorium Public Hearing. Supervisor Webster confirmed that a three-day notice for the public regarding a last minute meeting is allowed and will occur should the State make its recommendation about fracking.

Minutes

On motion by Councilwoman Kolo, seconded by Councilman Jensen and carried, all voting Aye to approve the Minutes of July 17, 2012, with the addition of the Parks Committee Description.

Abstracts

On motion by Councilman Presley, seconded by Councilman Chadwick and carried, all voting Aye to approve the August 2012 Abstracts.

Accounting Transfers

On motion by Councilwoman Kolo, seconded by Councilman Jensen and carried, all voting Aye to approve the following accounting transfers:

Debit:	A1990.400	Contingent Account	\$5,500.00
Credit	A1620.440	Miscellaneous Supplies	\$2,500.00

	A1620.470	Renovations & Repairs	\$3,000.00
Debit:	A1620.480	Computer Programs/Fees	\$ 500.00
Credit:	A1620.450	Computer Hardware	\$ 500.00
Debit:	A7140.430	Contractual-Trips	\$ 400.00
Credit	A7140.410	Contractual-Bills	\$ 400.00

CD Transfer

On January 12, 2012, DC #224125494 for \$2,281.47 was redeemed and put into a new savings account in the A Fund (A205, Savings #224125494). This Savings has earned \$.06 in interest, for a 07/31/12 balance of \$2,282.14. On August 1, 2012, CD #224320165 (A203, old CD #224172727) for \$3,376.73 (\$3,375.28 plus \$1.55 interest) was redeemed and also put into the Savings #224125494. The reason these two accounts were created is unknown. The \$5,658.97 balance in this Savings account will be moved into the Cash Savings (A201) in the A Fund. The exact ending balance is unknown because interest may have been earned.

On motion by Councilman Chadwick, seconded by Councilman Presley and carried, all voting Aye to transfer the CD’s into general savings, consolidating the two accounts.

Old Business

Park Committee Appointments

After a brief discussion regarding the letters of interest already received, on motion by Councilman Presley, seconded by Councilwoman Kolo and carried, all voting Aye to extend the time frame for additional letters of interest.

Inter-Municipal Agreements

On motion by Councilman Jensen, seconded by Councilman Presley and carried, all voting Aye to approve the Inter-Municipal Agreements between the Town and the Village of Hammondspport for the Building/Codes/Watershed Inspector and Zoning Officer.

Farm Winery Zoning

On motion by Councilman Presley, seconded by Councilwoman Kolo and carried, all voting Aye to approve Supervisor Webster’s signature on the SEQR based on the information provided. The Board finds the impact to be negative and directs the Supervisor to check the correct box and sign the SEQR form.

On motion by Councilwoman Kolo, seconded by Councilman Chadwick and carried, all voting Aye to approve passing the Farm Winery Zoning changes, all voting as follows:

Supervisor Webster	Aye
Councilman Jensen	Aye
Councilman Presley	Aye
Councilman Chadwick	Aye
Councilwoman Kolo	Aye

New Business

Mike Hanna, County Legislature

Mr. Hanna recommends he and Vince Spagnoletti attend a Town Board Meeting to inform the Town of Road Use Updates at the County level. Mr. Hanna would also like to recommend that the Steuben County Visitor’s Bureau be scheduled to attend a Town Board Meeting, as well.

On motion by Councilman Jensen, seconded by Councilman Chadwick and carried, all voting

Aye to schedule Public Works Commissioner, Vincent Spagnoletti on the September 18th agenda.

On motion by Councilman Chadwick, seconded by Councilman Jensen and carried, all voting Aye to approve the Highway Employee Physical and Drug Test Policy below:

Resolution 2012 - 6

Highway Employee Physical and Drug Test Policy

WHEREAS, pre-employment drug testing is an important function in determining the suitability of a potential employee; and

WHEREAS, the Urbana Town Board finds that it would be in the Town's best interest to establish a policy regarding the requirement for and the administration of drug testing;

NOW, THEREFORE, BE IT RESOLVED that the Urbana Town Board establishes the following policy:

1. When considering applicants or candidates (if civil service eligibility lists are applicable), the Town Supervisor and/or Highway Superintendent shall review the applicant's/candidate's qualifications to verify the potential employee meets, at least, the minimum job qualifications and conduct such interviews, background investigations and reference checks as deemed necessary by the Supervisor and/or Highway Superintendent.
2. When the Supervisor has selected an applicant/candidate, the Supervisor shall make a conditional offer of employment contingent upon the person passing a mandatory drug test, administered at the Town's expense, and a medical exam, if required by the Supervisor. The conditional offer of employment shall not ripen into employment with the Town until the Supervisor has received, in writing, the results of all testing and exams and said results are acceptable to the Supervisor.
3. This policy shall become effective immediately upon adoption by the Town Board.

On motion by Councilman Kolo, seconded by Councilman Chadwick and carried, all voting Aye to approve the Highway Position Funding Resolution below:

Resolution 2012 – 7

Highway Position Funding

WHEREAS, presently, within the Town's Highway Department, there exist the following job positions/titles: laborer, town maintenance worker, motor equipment operator (MEO), MEO/mechanic and mechanic; and

WHEREAS, presently, the positions of laborer and mechanic are vacant with all other positions being occupied by MEO's except one filled town maintenance worker position and one filled MEO/mechanic position; and

WHEREAS, by law the Town Board, in its sole discretion, may or may not appropriate monies to fund Highway positions; and

WHEREAS, it is the Town Board's desire to establish its position with respect to the funding of the various Highway positions;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Urbana, N.Y. hereby chooses not to fund the positions of laborer and mechanic; and be it further

RESOLVED that the Town Board chooses not to fund the position of town maintenance worker, said non-funding to be effective on the day immediately following the day on which Justin Buckley reacquires his CDL driver's license, resigns or is terminated, whichever shall first occur.

Dog Control Agreement

On motion by Councilwoman Kolo, seconded by Councilman Jensen and carried, all voting Aye to approve the Inter-Municipal Dog Control Agreement and to be sent to the towns of Wayne, Pulteney, and Bath. When the agreements are signed each Town will be added to each other's insurance policies.

**INTER-MUNICIPAL AGREEMENT BETWEEN
THE TOWN OF URBANA
AND
THE TOWN OF
*Dog Control Officer(s)***

DATED the ____ day of _____, 2012

BY AND BETWEEN:

THE TOWN OF URBANA, a Municipal Corporation duly organized and operating under and by virtue of the Laws of the State of New York and being one of its political subdivisions with offices at 8014 Pleasant Valley Road, Bath, Steuben County, New York, (hereinafter referred to as "Urbana"),

AND

THE TOWN OF _____, a Municipal Corporation duly organized and operating under and by virtue of the Laws of the State of New York and being one of its political subdivisions with offices at _____, Steuben County, New York, (hereinafter referred to as "_____").

WHEREAS, the parties are desirous of entering into an Inter-Municipal Agreement that will allow for each Town to receive reciprocal services from the other Town's Dog Control Officer(s); and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements whereby one municipality offers services to another municipality,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In the event Urbana's Dog Control Officer(s) are unavailable, Urbana residents may call _____ Dog Control Officer(s) and if available, said Officer(s) will respond to the call without any cost to Urbana.
2. In the event _____ Dog Control Officer(s) are unavailable, residents may call Urbana's Dog Control Officer(s) and if available, said Officer(s) will respond to the call without any cost to _____.
3. Urbana agrees, at its expense, to cause to be added _____ and its Dog Control Officer(s) as additional insured's on a primary basis on Urbana's general liability and officers' and directors' insurance policies. It is understood and agreed between the parties that when the _____ Dog Control Officer(s) is performing services on behalf of Urbana, the Dog Control Officer(s) will be covered on Urbana's insurance policies.
4. _____ agrees, at its expense, to cause to be added Urbana and its Dog Control Officer(s) as additional insured's on a primary basis on the general liability and officers' and directors' insurance policies. It is understood and agreed between the parties that when the Urbana Dog Control Officer(s) is performing services on behalf of the _____, the Urbana Dog Control Officer(s) will be covered on _____ insurance policies.
5. Urbana agrees to indemnify and hold harmless _____ from and against any and all claims of any third parties for damages and expenses of whatsoever nature arising from, growing out of or related to Urbana's performance or its sole failure to perform during and pursuant to this Agreement. _____ agrees to indemnify and hold harmless Urbana from and against any and all claims of any third parties for damages and expenses of whatsoever nature arising from, growing out of or related to _____ performance or its sole failure to perform during and pursuant to this Agreement.
6. The term of this Agreement shall commence on _____, 2012 and terminate on December 31, 2013.
7. This Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party.
8. Any notices required under this Agreement shall be personally served on or sent by certified mail return receipt.
9. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on date herein written.

(SEAL)

TOWN OF URBANA

Dated: _____

By:

L. John Webster
Town Supervisor

(SEAL)

TOWN OF _____

Dated: _____

By:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year 2012, before me, the undersigned, personally appeared **L. JOHN WEBSTER**, as **Supervisor of the Town of Urbana**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, as _____ **of the Town of _____**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Keuka Boat Rental

Councilman Presley talked to the Board about a gentleman he saw dragging kayaks into the lake by way of the swimming area. The man explained that he has a pontoon boat in Pulteney and brings it to Urbana to rent out along with kayaks. The Board decided at this time of the season they would leave this alone but over the winter months, work on new codes to address this issue.

Antique Voting Machines

On motion by Councilwoman Kolo, seconded by Councilman Chadwick and carried, all voting Aye to declare the three old voting machines excess property. One will be offered to Luther Perkins and two will be scraped.

Park Use Application – Storytelling

On motion by Councilwoman Kolo, seconded by Councilman Presley and carried, all voting Aye to approve the Storytelling Park Use Application. The event is approved from the evening of Friday, September 21st in the evening through Saturday, September 22nd at 5:00 pm. The boat launch and docks will remain open.

Re-appoint Dog Control Officer

On motion by Councilman Chadwick, seconded by Councilwoman Kolo and carried, all voting Aye to re-appoint Starr Perry as Co- Dog Control Officer.

Stick Order

On motion by Councilman Presley, seconded by Councilman Chadwick and carried, all voting Aye to approve the purchase of a Stick (~ \$100.00) for the highway garage. Supervisor Webster explained that by purchasing the electronic device, the Town can eliminate one telephone line at the garage, saving money.

Other

Supervisor Webster told the Board that John Mello, EPA, has confirmed the Town still has \$485,000.00 secured in 2010 through Congressman Eric Massa's Office for development of a water district which would run up County Route 76 to the resident's and wineries. The Town needs to take some action in order to protect the money. The Town will require Hunt Engineers to update the pre-development engineering plans before grants can be written.

Road Use Agreement and steep slope development

Supervisor Webster has the Towns of Wayne and Prattsburgh and Steuben Counties Road Use Policies for review. Mr. Webster said the Town's Planning Board will assist but not write the policy. The Board agreed on a joint meeting with the Planning Board for September 25, 2012 at 6:30 pm.

Public Input

Anne Green, Hammondsport Village Trustee, talked to the Board about shared services and assumes that Civil Service sent the wrong job description for the Watershed Inspectors position. Supervisor Webster will look into it and get back to her.

Ms. Green also inquired about the Water Agreement between the Village and the Town that was sent quite some time ago. She reiterated that all the users outside of the Village need to be addressed.

Bub Robinson asked Supervisor Webster about the audio system he asked for eight months ago. Supervisor Webster said he is still looking into different companies and options.

With no further business, on a motion by Councilwoman Kolo, seconded by Councilman Presley, the meeting was adjourned at 8:52p.m. Carried unanimously.

Respectfully submitted,

Mary Farmer
Town Clerk