

DEPARTMENTAL MEETING OF THE HANCOCK VILLAGE BOARD,
MONDAY MARCH 23, 2015 AT 10 AM
HANCOCK VILLAGE HALL, 85 EAST FRONT STREET, HANCOCK, NEW YORK

The Departmental Meeting was called to order at 10:00 AM by Mayor John Martin. Roll call was taken by Clerk/Treasurer Falsetta.

Present: Mayor John Martin
Deputy Mayor Alice Hartz
Trustee Dawn Gotthardt
Trustee Patrick O'Brien
Trustee William Schoonmaker

Also Present: Phyllis Falsetta, Village Clerk/Treasurer
Robert McKertich, Attorney for the Village
See attached attendance list

A MOTION was made by Deputy Mayor Hartz, seconded by Trustee Schoonmaker, voted and carried to approve the Minutes of the February 23, 2015 Departmental Meeting.

2015-252

Minutes Approval

A MOTION was made by Trustee Gotthardt, seconded by Deputy Mayor Hartz, voted and carried to approve the Abstract of Vouchers in the amount of \$48,701.28.

2014-253

Abstract Approval

Various frozen water lines throughout the Village were discussed.

WWTP Chief Operator Bernard Wormuth was excused but a written report was submitted.

Code Enforcement Officer Michael Salvatore reported that he had met with Andrew Grigoli, owner/operator of Little Italy. Mr. Grigoli is scheduled to meet with the insurance adjuster on 3/24/15. Trustee O'Brien raised the issue of liability due to the current condition of the structure. It was agreed that the sidewalk should be blocked and the building secured. The owner of the Mill Street property, which had the roof collapse is actively seeking bids for repairs.

Police Chief Brian diLorenzo reported that the new police car has been ordered. He is still looking into either selling the Dodge Charger or putting it out to auction.

Fire Chief Rosengrant reported that there are still issues with the boiler at the fire station. Steve Eberlein Plumbing is currently awaiting replacement parts which should be in within the next few days. Trustee O'Brien suggested renting space heaters to prevent a possible freezing.

Rescue Squad Captain Shaun Shannon submitted reports for January and February. He is currently trying to schedule a First Responder Course.

Village Justice Herbert Buckley was not present but a written report was submitted.

A MOTION was made by Trustee Schoonmaker, seconded by Trustee Gotthardt, voted and carried to accept departmental reports.

2015-254

Departmental reports

A MOTION was made Mayor Martin, seconded by Trustee O'Brien, voted and carried to resolve the following:

2015-255

*RESOLUTION 2015-2
Municipal Coop
Agreement for Creation*

of Task Force

Municipal Cooperation Agreement for Creation of the Upper Delaware River Tailwaters and Tributaries Communities' Task Force

This Municipal Cooperation Agreement ("Agreement") is entered into as of the ___ day of _____, 20__ by and among those Cities, Towns, Villages, Counties, and other governmental subdivisions whose authorized representatives have executed this Agreement (the "Members"). The Members intend this Agreement to create the Upper Delaware River Tailwaters and Tributaries Communities' Task Force, an inter-municipal organization committed to developing and implementing science-based initiatives and policies that enhance the local economy, the cold water fishery, and recreational opportunities, and mitigate flooding in the Upper Delaware River Tailwaters and Tributaries Region.

Recitals

WHEREAS, the Members are cities, towns, villages, counties, and other municipalities located in the Upper Delaware River Tailwaters and Tributaries Region; and

WHEREAS, the Members are affected by the myriad state, federal and local rules and regulations governing water levels, fisheries, water releases; the maintenance of reservoirs and water resources throughout the region; and the impacts of flooding, erosion, accelerated sediment transport, and thermal disturbances which are particularly acute throughout the Upper Delaware River Tailwaters and Tributaries Region; and

WHEREAS, the Members are affected by decisions made by such agencies as the Delaware River Basin Commission (DRBC), the Upper Delaware Council, the National Parks Service, Delaware River Rivermaster, the New York State Department of Environmental Conservation (DEC), the New York City Department of Environmental Protection (DEP), and other agencies responsible for the maintenance and regulation of water resources and habitats in and around the Members' communities; and

WHEREAS, the Members wish to ensure their interests are adequately represented before these agencies, and therefore wish to join together to work in furtherance of common goals related to the watershed resources, fisheries, recreation, flood mitigation, and other matters; and

WHEREAS, each Member municipality has the independent power to provide, perform, or exercise, separately, all of the functions and objectives set forth in this Agreement; and

WHEREAS, the Members, desiring to reduce their transactional costs and desiring to speak with one voice on matters related to watershed resources, fisheries, recreation, and flood mitigation, do hereby enter into this Agreement to maintain an organization to effectuate these goals.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **Organization.** The Members hereby agree to join a cooperative organization to be known as the Upper Delaware River Tailwaters and Tributaries Communities (the "Task Force"), with its principal office at 661 W. Main Street, in the Town of Hancock, New York.
2. **Authority.** This Task Force is organized pursuant to New York General Municipal Law Article 5-G.
3. **Participation.** This Task Force shall be open to membership by municipalities within the Upper Delaware River Tailwaters and Tributaries Region. Once this Task Force has been fully formed by its founding members, the addition of any new member municipality requires a majority vote of existing Task Force members. Further, membership shall be authorized by a resolution of a majority of the voting legislative body of each prospective member municipality, and ratification of this agreement.
4. **Membership Contribution.** Upon becoming a member of the Task Force, each participating municipality shall execute a copy of this agreement and make an initial contribution of \$100 upon joining the Task Force. The Task Force shall have the authority to adjust this amount by a majority vote of its members.
5. **Voting.** A quorum shall be a majority of Task Force membership. Any actions taken shall be approved by a majority vote at least, unless otherwise designated herein.
 - a. Each member municipality shall have one vote, to be cast by the municipality's designated delegate or alternate.
 - b. Voting by proxy shall be prohibited in all proceedings of the Task Force. Votes by an alternate are not considered votes by proxy, and are expressly permitted by this Agreement.
 - c. Voting by members participating in a Task Force meeting via videoconference shall be permitted, unless otherwise prohibited by New York State statute or other provision of this Agreement.
6. **Designation of a Fiscal Officer.** The Task Force shall designate one of its member municipalities as the fiscal officer charged with receiving, holding and managing all Task Force funds. The Fiscal Officer must be a municipal entity within New York State which is already required to comply with municipal finance laws and auditing requirements. All Task Force funds will be deposited directly into a specific account designated for the Task Force's use, and not into the Fiscal Officer's general fund. The Fiscal Officer shall be responsible for providing financial reports on a regular basis to the full Task Force, or at any other time upon the written request of any Member Municipality.
7. **Officers.** The election of Task Force officers shall take place at each annual meeting, which shall be the Task Force's first meeting in February of a given year. Terms commence immediately upon election. In the event of a resignation or termination of membership of an Officer, the Task Force shall elect a replacement officer to fill the remainder of the term.

a. Chair

- i. Shall preside over all meetings of the Task Force, and shall serve as the administrator of the Task Force;
- ii. Shall be in charge of scheduling meetings of the Task Force and coordinating communication between the Members.

b. Vice Chair

- i. Shall, in the absence of the Chair, preside over all meetings of the Task Force and assume all other duties and obligations of the Chair;

ii. Shall take charge of public notices and outreach to non-Members, facilitating communication between the Task Force, the local communities, and relevant agencies and organizations within the Region.

c. Secretary

i. Shall keep minutes of the Task Force meetings, and make such information available to all Members;

ii. Shall solicit agenda items and circulate a meeting agenda prior to a regularly scheduled Task Force meeting;

iii. Shall keep accurate Task Force membership records, and ensure that the Task Force's member communities have adopted this Agreement and that copies of an executed Agreement and relevant resolutions are on file with the Task Force;

d. Treasurer

i. Shall maintain accurate financial records, pay bills, and manage all fiscal matters related to the Task Force, in concert with the Task Force's Fiscal Officer;

ii. Shall coordinate or provide, from time to time at regular meetings and at the request of two or more Members, a report of the Task Force's accounts, expenses, etc.;

iii. Shall track the payment membership dues and any other required contributions, and shall properly manage such monies in an account designated by the Task Force at its annual meeting;

iv. Shall make any required financial reports to outside agencies or municipalities, in accordance with applicable law.

8. Members and Alternates

a. Each Member Municipality shall select its official delegate and a designated alternate to serve on the Task Force during its annual organizational meeting. Selection of official delegates and alternates shall be made in accordance with whatever process the member municipality chooses. The member municipality shall also communicate to the Task Force Secretary the appointed individuals, including their contact information.

b. The delegate and alternate delegate for each Member Municipality must be duly elected officials of the Member Municipality.

c. Member delegates and alternates shall serve until a replacement is duly elected/appointed. If a member delegate resigns prior to the expiration of his/her term, the alternate representative shall assume the seat for the remainder of the term. If the alternate resigns prior to the expiration of his/her term, the Member Municipality shall replace the alternate using a process of the municipality's choosing.

9. Powers and Authority of the Task Force

a. Adopt and amend this Agreement, as ratified by Member Municipalities;

b. Contract for professional services or other assistance, in accordance with New York State procurement laws;

c. Develop strategies in furtherance of Task Force goals and objectives;

d. Undertake programs, studies, grant applications, initiatives, projects, and other activities relevant to the Task Force's goals and objectives;

e. Coordinate activities of Member communities, as they relate to the Task Force's goals and objectives;

- f. Work cooperatively and in concert with the Upper Delaware River Tailwaters Coalition to further both organizations' joint goals, such as by providing support for grant applications, engaging in cooperative planning and policy development, and encouraging participation in the Coalition's and Task Force's activities and initiatives;
- g. Form committees to study, plan for, or address specific issues, events, or topics;
- h. Participate in meetings and negotiations with state, regional, federal or other agencies which impact the mission, objectives or overall goal of the Task Force;
- i. Appoint a Fiscal Officer to retain custody of funds;
- j. Accept contributions, gifts, grants, or bequests from individuals and organizations, other than Task Force members, who are interested in furthering the Task Force's goals;
- k. Hold regular meetings of its members at such time as the Officers deem necessary, but no less than once per year;
- l. Represent or cause the Task Force to be represented at public meetings, hearings, events or activities regarding the matters within the scope of the Task Force's goals and objectives;
- m. Keep all Member Municipalities informed of Task Force activities, including planned and proposed activities, and of its dealings with outside organizations, especially State and Federal Agencies, in such form or manner as the Task Force membership deems appropriate;
- n. Where an issue or proposal involves a specific Member community or communities, the Task Force shall take into consideration opinions, resolutions, or any other input provided by the impacted Member Municipality and/or that Member Municipality's Delegate.
- o. Exercise any of the authority granted to the Task Force by its members;
- p. **Limitation.** The Task Force may not incur any expense, debt or obligation in excess of its funds then currently available or in excess of funds budgeted for a given fiscal year, which may include funds receivable from Task Force members, increased contributions from Task Force members or other additional funding. Expenditures which exceed the Task Force's budgeted or available funding must be approved by the vote of each Member Municipality's governing board.

10. Member Responsibilities. Members hereby agree to undertake certain activities in support of the Task Force which include, but are not limited to, the following:

- a. Regularly attending scheduled meetings;
- b. Participating in projects and other initiatives;
- c. Gathering and sharing information with other members and the Task Force at large;
- d. Providing administrative assistance and/or facilities for meetings or events, where needed;
- e. Other activities, as assigned or where relevant to the Task Force's goals and objectives.

11. Open Meetings. The Task Force agrees to conduct its meetings in accordance with the New York State Open Meetings Law.

12. Legal Rights of Members. No action taken by the Task Force shall be legally binding upon, or limit in any way, the legal rights of individual Task Force Member Municipalities, unless specifically ratified by those Member Municipalities.

13. Disputes. Disputes or disagreements between Members over the interpretation of this Agreement shall be resolved by a majority vote of the Task Force members. Disputes over other matters which cannot be resolved by the provisions of this Agreement shall be referred to a third party, such as an arbitrator or mediator, for resolution.

14. **Amendments to this Agreement.** This cooperative inter-municipal Agreement may be amended from time to time only upon a writing signed and ratified by each of the existing Member Municipalities.

15. **Termination of Agreement.** The Task Force may, by a two-thirds majority vote of its members, terminate this Agreement and disband this Task Force.

16. **Termination of Membership from the Task Force.** A Member of the Task Force may withdraw from the Task Force upon 30 days written notice to the Officers of its intent to withdraw. The Member shall be responsible for its apportioned share of all expenses incurred by the Task Force as of the date of its notice of withdrawal. The remaining Members in the Task Force shall remain responsible for the withdrawn Member's share of fees and costs incurred after the effective date of the withdrawal. The Task Force, by a three-quarters vote, may terminate a Member's membership in the Task Force, for good cause shown, following notice and a hearing.

17. **Applicable Law.** The Laws of the State of New York shall govern the validity, interpretation, construction and performance of this Agreement.

Upon a roll call vote: Mayor Martin yes
 Deputy Mayor Hartz yes
 Trustee Gotthardt yes
 Trustee O'Brien yes
 Trustee Schoonmaker yes

A letter of resignation was received from Custodial Worker Gary Miller effective 4/1/15.

A MOTION was made by Trustee Gotthardt, seconded by Trustee Schoonmaker, voted and carried to accept Gary Miller's resignation from custodial duties.

2015-256
G. Miller Resignation

A letter of resignation was received from Assessor Debbie Shea effective 3/9/15.

A MOTION was made by Trustee O'Brien, seconded by Trustee Schoonmaker, voted and carried to accept Debbie Shea's resignation from assessing duties.

2015-257
D. Shea Resignation

A MOTION was made by Mayor Martin, seconded by Trustee Schoonmaker, voted and carried to accept Scott Drumm's request to become an honorary member of The Hancock Fire Department.

2015-258
*S. Drumm Honorary
Member of HFD*

A MOTION was made by Trustee Schoonmaker, seconded by Trustee Gotthardt, voted and carried to contribute from the Mayor's contractual budget line, \$100 to a tourism advertising campaign.

2015-259
*\$100 Contribution toward
Tourism Advertising*

Fire Chief Rosengrant informed the Board that truck #1713 has been inspected by Har-Rob and that additional issues were discovered, the plumbing is corroded. It has been recommended that the truck be replaced at an approximate cost of \$198,000. It was also reported that Greg Gill is checking the compressor at the fire station as it was making "horrible" noises.

Shaun Shannon informed the Board that the spot on Spruce Street that was dug to repair a water line is sinking to a dangerous level. Trustee O'Brien will investigate.

A MOTION was made to enter into executive session to discuss personnel.

2015-260
Executive Session

The Departmental Meeting was reconvened at 12:04 PM with no action taken.

A MOTION was made by Mayor Martin, seconded by Trustee O'Brien, voted and carried to hire Joseph Petriella as a P/T Uncertified Police Officer at a pay rate of \$18/hour while attending police academy.

2015-261
*Hire J. Petriella as P/T
Police Officer*

A MOTION was made by Trustee Schoonmaker, seconded by Trustee Gotthardt, voted and carried to enter into executive session at 12:10 PM to discuss contracts.

2015-262
Executive Session

The Departmental Meeting was reconvened at 1:05 PM with no action taken.

The Village intends to sell the 2005 Ford Ambulance (VIN #1FDXE45P05HA32318) to The Town of Hancock Volunteer Ambulance Corp. at a cost of \$16,000 and the 2008 Ford Ambulance (VIN# 1FDWF36R08EC15226) at a cost of \$24,000. Payments will commence six (6) months after the issuance of the Certificate of Need for a four (4) year interest free term with \$5,000 to be paid on a bi-annual basis.

A MOTION was made by Deputy Mayor Hartz, seconded by Trustee Schoonmaker, voted and carried to direct Attorney Robert McKertich to compose a letter to the Town of Hancock Volunteer Ambulance Corp. outlining the terms above.

2015-263
*Letter Re: Sale of
Ambulances*

A MOTION was made by Trustee Schoonmaker, seconded by Deputy Mayor Hartz, voted and carried directing Mayor Martin to sign the lease agreement with the Town of Hancock Volunteer Ambulance Corp. for a one (1) year term at \$1,100 per month.

2015-264
*Lease Agreement with
Town of Hancock Vol.
Ambulance Corp.*

A 2015-2016 budget workshop was scheduled for April 1, 2015 at 9 AM.

A letter was received from Andrew and Kim Scoville requesting that the Board consider their claim for damages due to frozen water line. The total claim was for \$288.36.

A MOTION was made by Mayor Martin, seconded by Trustee O'Brien, voted and carried to pay 50%/\$133.50 (less sales tax) of the claim for damages from Andrew and Kim Scoville payable to contractor Barry Snell.

2015-265
Scoville Claim for Damages

The meeting was adjourned at 1:24 PM.

Respectfully Submitted by:



Phyllis Falsetta, Clerk/Treasurer