

March 9, 2017

The regular business meeting of the Newfield Town Board was held at the Town Hall Board Room March 9, 2017 at 7:00 p.m. The meeting was called to order by Deputy Supervisor Christine Laughlin and opened with the Pledge of Allegiance to the flag.

Present were: Councilperson Joanne James, Councilperson Christine Laughlin, Councilperson Casey Powers and Councilperson Michael Allinger. Also present Highway Superintendent Kevin Berggren, Code Enforcement Officer Alan Teeter, County Legislator David McKenna, Atty. Smith and 15 others attended.

Privilege of the Floor

Marie Terlizzi: asked for a confirmation or correction of the public hearing time on March 22, 2017.

Becca Harber: read an article from the Danby Area News regarding the Town of Danby constructing a solar array on town property to help offset the town's utility expense with renewable solar energy. Ms. Harber wondered if this could be a possibility for Newfield.

Gregg Griffith: voiced his concerns of the interconnection transmission line going across private property to the proposed solar sight on Millard and Burdge Hill Roads. Mr. Griffith also asked about provisions for trees to be planted around the perimeter of the solar array to ensure the appearance of a natural setting, and how the town would restrict and enforce the size and replacement of dead trees. Mr. Griffith questioned whether the solar energy would be sold thru a subscription. Mr. Griffith also asked if a site were to be deemed not suitable for a solar field would that be a temporary or lifetime decision and if it were, he felt a legal document should be attached to the property.

Approval of February 9, 2017 Business Meeting and February 23, 2017 Public Hearing and February 23 Board Minutes

Motion was made by Councilperson James to approve the February 9, 2017 Board Meeting Minutes, seconded by Councilperson Powers.

Vote	AYES	4	James, Laughlin, Powers and Allinger
	NAY	0	
	ABSENT	1	Hart

Carried

Motion was made by Councilperson Allinger to approve the February 23, 2017 Public Hearing and Board Meeting Minutes, seconded by Councilperson Powers.

Vote	AYES	4	James, Laughlin, Powers and Allinger
	NAY	0	
	ABSENT	1	Hart

Carried

Reports:

Highway: Highway Superintendent Kevin Berggren reported they had been bringing in material for summer work projects, trimming limbs and plowing

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Water Sewer: Highway Superintendent Kevin Berggren reported a 6 inch water main break on Bank Street. Superintendent Berggren estimated there was a loss of 30,000 gallons of water a day. The leak was not detected because the water did not surface. Superintendent Berggren also stated the Trumbull Corners Road water tank was being drained in preparation for demolition, and that he had recently purchased 2 government surplus generators to be permanently set up for sewer stations.

Code Enforcement: Code Enforcement Officer Alan Teeter reported February is a slow month for permits as reflected in his monthly report. Mr. Teeter stated he had attended trainings and workshops: Tompkins County Assessment -annual local code enforcement officers meeting, Tompkins County Soil and Water - storm water training,an Ag Summit meeting where there were solar presentations and that he is continuing to organize the boxes of files. Mr. Teeter also reported there has been interest shown in the possibility of a retail dry goods store on property for sale on Cox Road and RT. 13.

Recreation: Recreation Director Reid Hoskins was absent. Deputy Supervisor Laughlin read the Recreation report.

Tompkins County Legislature Report: Newfield Representative David McKenna reported on the TC3 State of the College Message. The roof was almost completed before winter. President Carl Haines reported on the brutal facts of declining state support and enrollment. TC3 is presently moving ahead with the construction of a child care center and an endowment campaign. The College also has 3 candidates for interviews for President Haines position upon his retirement. Representative McKenna also stated the Legislature had authorized acceptance of a \$600,000 grant for the County Clerk's office to continue digitizing files and storage of County and Town records, including the Towns of Hartford and Virgil. Mr. McKenna also reported January sales tax receipts were up.

Planning Board: absent

Ad Hock Park Committee; Norm Aidun reported he had met with Keven Berggren, Tompkins County and Town of Ithaca Highway Department personnel to discuss using the proposed park as a training opportunity for operators. The TC Highway Department would bring two bulldozers to the site to level the proposed athletic fields and also to be used for the operator training. Mr. Aidun stated he had walked and marked the site for visual locations of the proposed athletic fields. Mr. Aidun presented site layout drawings and renderings of the proposed park fields that included a multi-use football/soccer field, baseball/softball field and 2 basketball courts. Mr. Aidun asked for Board approval of the layout and approval to submit the "Notice of Intent" with Tompkins County Soil and Water. Pending the "NOI" approval excavation could begin as soon as an approval is granted. Mr. Aidun also requested the approval for a process or procedure in order to get outside of meetings to purchase needed pertinences along the way. Councilperson James commented the Town does have a procurement policy in place. The Board will review the Town's procurement policy to consider Mr. Aidun's request. Mr. Aidun presented several site plans showing the site work infrastructure plans to the Board Members. Councilperson Allinger asked if any plans for lighting, Mr. Aidun were stated that was not in the initial supported plan. Councilperson Allinger also asked if the neighbors had been notified of the project. The Town Clerk will get a list of neighbor's names and addresses to the Park Committee for neighboring property owner notification.

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Motion was made by Councilperson James to approve the Town of Newfield, Town of Ithaca and Tompkins County Highway employees to use the proposed Newfield Athletic Fields land leveling as an opportunity for heavy equipment training, pending notification of project with the neighboring property owners, seconded by Councilperson Powers.

Vote	AYES	4	James, Laughlin, Powers and Allinger
	NAY	0	
	ABSENT	1	Hart

Carried

Motion was made by Councilperson Allinger to approve Mr. Aidun and Highway Superintendent Berggren to file for the Notice of Intent with Tompkins County Soil and Water for the Newfield Athletic Fields, seconded by Councilperson Powers.

Vote	AYES	4	James, Laughlin, Powers and Allinger
	NAY	0	
	ABSENT	1	Hart

Carried

Councilperson James proposed the Board discuss at the next work session, an expedited purchasing procedure, assign a purchasing agent along with parameters in order for the Board to approve expenditures between meetings.

Supervisor: Deputy Supervisor Laughlin reported that she and Councilperson Powers also attended the Park meeting with Highway Superintendent Berggren, Mr. Aidun, Tompkins County and Town of Ithaca Highway personnel.

New Business

Discussion of Water District Extension to Town Residents Requesting to be added to the Water District

Attorney Smith stated residents who live outside of the water district had come to the Town Board requesting to obtain water from the water district. Atty. Smith stated there is a statutory procedure to expand a water district, but what most municipalities have done is to enter into an outside the water district water agreement. Atty. Smith stated that he had prepared an agreement that an applicant would agree to. The Applicant would also bear the cost of the connection, agree if the district were to expand in the future, they would agree to the expansion, and agree to pay the standard charges and indemnify the Town and the District from any costs that may arise because of the connection.

RESOLUTION No. 6 -2017 OUTSIDE DISTRICT WATER USE

WHEREAS, the Town of Newfield has received request from certain Newfield residents outside the Town's established water districts to connect to Town water mains;

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WHEREAS, the Town determines that it is in the public interest to allow certain users outside the water district to connect on certain terms and conditions;

NOW, THEREFORE, upon motion duly made by Councilperson Powers and seconded by Councilperson James it is

BE IT RESOLVED, as follows;

1. The Town hereby adopts a form of "WATER DISTRICT OUTSIDE USER AGREEMENT", and
2. Authorizes the Town by its Supervisor, Deputy Supervisor and, or Highway Superintendent to enter into such an agreement with Patricia Jones for the property at 2007 Elmira Road, on the term and conditions set forth therein.

TOWN OF NEWFIELD

WATER DISTRICT OUTSIDE USER AGREEMENT

This Agreement entered into on this ____ day of _____, Year _____ between the Town of Newfield, a Municipal Corporation with offices located at 166 Main Street, Newfield, NY 14867 (the "Town"), and, residing at _____, Town of Newfield, (hereinafter referred to as "Owner")

WHEREAS, _____ are the "Owners" of the fee title to certain developed real property at _____ in the Town of Newfield, New York (hereinafter referred to as "Property"), being more particularly described in Exhibit A attached hereto and made apart hereof; and

WHEREAS, Owner desires to obtain water service from Town for his or her Property which is not within the Town's Water Districts; and

WHEREAS, Owner is willing to provide for the installation of a water lateral to serve the Property which lateral is to be connected to that certain water main owned by the Town; and

WHEREAS, Owner has requested the permission of the Town to connect to said water main as a user thereof who is located outside of the Water District; and

WHEREAS, the Town Board has authorized this Agreement by Resolution duly enacted this ____ day of _____, Year _____.

NOW THEREFORE, the Parties agree as follows:

1. CONSENT TO LATERAL CONNECTION: The Town grants the Owner permission to install and connect a water lateral for the purpose of providing water service to the Property to the Town's water

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main. The lateral connection to the water main is to continue indefinitely provided said connection and the use of the water lateral do not interfere with the operation of the Town's water main and all requirements of Owner hereunder as to said lateral and the water use permitted herein are complied with.

2. CONSTRUCTION/INSTALLATION: All such work and materials required for the installation and connection of the lateral shall be provided by Owner at his/her sole cost and expense. All work as to installation and connection of the water lateral by the Owners shall be performed in accordance with the instructions provided by, and the plans approved by Town Highway Superintendent prior to connection. Owner shall at all times maintain, repair and replace said water lateral if necessary, at Owner's sole cost and expense, which lateral shall remain the property of the Owner. Owner shall obtain such permit or other approvals from the Town as are necessary to allow Owner's contractors to work in the Town for purposes of installation. Owner shall repair any damage caused thereby to the Town's water main and its appurtenances, and/or the Town's water system. After installation of said lateral, no repairs or replacement of the lateral involving any of the Town's rights-of-way or the Town's water main or appurtenances shall be commenced until written authorization is granted respectively by the Town permitting such work and the repairs to said lateral. Completed/final approval of Lateral Extensions is subject to project approval of the Town Highway Superintendent.
3. COSTS: All costs incurred in the construction, installation and connection of the lateral to the water main ("Project") shall be paid by Owner together with all legal, engineering or other costs incurred by Town in relation to preparation of this Agreement for the Project, which shall be paid by Owner to Town within thirty (30) days after itemized statement is provided by Town to Owner.
4. INSURANCE: Insurance coverage in such amounts, form and type as is required of Owner shall be provided also to and for benefit of Town and proof and certification of insurance coverage as required by the Town shall also be provided in same form to Town. The Town can adjust insurance amounts required for Town's benefit depending on scope of lateral.
5. PAYMENT BY OWNER: Owner and all future owners of the Property shall pay to the Town during the term of this Agreement and/or any period in which the Property is served by the Town's water main/system, such water charges, service fees and all other charges or fees including the cost of any bonded indebtedness related to the Town water main as are now or hereafter assessed or imposed on other similar users in the Town's Water Districts. Owner agrees to be bound by and to observe the rules and regulations of the Town as such now exist or as hereafter amended and to pay any charges, costs, or fees as in such manner and at such times as provided therein for payment by Owner of properties within the Water Districts. This agreement shall run with Owner's land and be recorded with the Tompkins County Clerk to be a permanent part of parcel's title. It is the intent hereof that the Owner pay for the water provided to the Property by the Town's water system, and for the use of

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its water system, the same costs or charges paid to the Town by similar users thereof which are located within the Water Districts. Owner consents that the Town may, upon a failure of timely payment by Owner of any charges imposed for said water use, elect to collect said fees or charges by levy and assessment thereof against the Property in the same manner as real estate taxes of the Town are so levied, assessed and/or collected. Such rights of election of the Town shall be in addition to any and all other legal rights or remedies available to it for the collection of fees and charges due hereunder, as provided in the District's rules and regulations or otherwise. Town retains the absolute right to restrict water to outside user "Owner", and "Owner" acknowledges Town's right to restrict water, if owner fails to abide by rules of District and/or fails to pay for water.

6. CONSENT TO FUTURE DISTRICT EXTENSION: In the event it becomes necessary hereafter in the discretion of the Town Board, to extend the Water Districts or create or extend another water district to include the Property, Owner hereby consents to the inclusion of the Property in such water district or extension without any further acts or action being required of either the Town, Owner or other owners of property within the Water District. Owner shall execute in such event, any documents requested by the Town to confirm said consent and permit the inclusion of the Property in such water district or extension thereof; but the refusal or failure of Owner to execute such shall not negate or nullify the consent of Owner granted hereinabove to allow the Town to so act without any further act or documents from Owner. Upon formation of the new water district or extension of the existing water districts, and the inclusion of the Property in such district or extension, the Agreement shall terminate without any further act by either party hereto.
7. INDEMNITY: To the maximum extent permitted by law, the Owner shall hold harmless, defend and indemnify the Town from any and all liability, claims or damages of any type, including reasonable attorney fees, arising out of or in relation to the installation, connection, maintenance, repair, replacement and/or use of the water lateral constructed hereunder by Owner, his contractors, or agents.
8. INTERRUPTION OF WATER SERVICES: Town shall not be responsible for any interruption in service relating to Town's water main for any reason other than the intentional or willful act of the Town or as otherwise provided in the District's Rules and Regulations. Town agrees that upon notice from Owner of any interruption of service caused by the Town's water main or service, Town will take all reasonable measures to restore the service of the Town's water main/system.
9. BINDING EFFECT: This Agreement shall insure to the benefit of and shall bind the Owner, his/her heirs, successors and assigns, which includes all subsequent owners of the property.
10. RECORDING OF AGREEMENT: This Agreement shall be recorded at Owner's cost and expense in the Tompkins County Clerk's Office and indexed in Book of Deeds against the Property herein described.

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By: _____
Town Supervisor

Owner

Owner

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this ____ day of _____, Year _____, before me personally came and appeared _____

Town Supervisor of the Town of Newfield, 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 persons on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this ____ day of _____, Year _____, before me personally came and appeared _____, 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 persons on behalf of which the individual acted, executed the instrument.

Notary Public

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STATE OF NEW YORK
COUNTY OF TOMPKINS

On this ____ day of _____, Year _____, before me personally came and appeared _____, 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 persons on behalf of which the individual acted, executed the instrument.

Notary Public

Vote: AYES 4 James, Laughlin, Powers and Allinger
 NAY 0
 ABSENT Hart

Carried

Old Business

Distribution Sun presentation

Deputy Supervisor Laughlin stated Distribution Sun needed to postpone their presentation

Discussion and approval of the purchase of a 2018 Mac Truck

Highway Superintendent Berggren stated in the 2017, funds had been included for a truck’s down payment, and to finance 3 years of payments beginning in March 2018. Approval is needed to finance the truck for 3 years with a payment of \$42,000 per year.

Motion was made by Councilperson Allinger to approve the purchase and the 3 year financing of a 2018 Mac Truck, seconded by Councilperson James

Vote AYES 4 James, Laughlin, Powers and Allinger
 NAY 0
 ABSENT 1 Hart

Carried

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Councilperson James commented on Becca Harber’s Privilege of the Floor comments regarding what the Town of Danby regarding solar. Councilperson James stated the Town of Newfield had looked into solar last year and that the town did not have the right transmission lines on land that is owned by the Town.

Approval of the Payment of the February and March 2017 Bills

Motion was made by Councilperson Allinger to approve the February payments, seconded by Councilperson Powers. The Board authorized the payments of the following amounts:

February 2017

General Fund		\$50,989.67	
Recreation Fund		\$195.66	
Highway Fund		\$137,309.02	
Capital Fund #1		\$14,372.23	
Street light Fund		\$2,246.80	
Sewer Fund		\$576.72	
Water District 1Fund		\$4,945.55	
Water District 2 Fund		\$116,825.45	
Trust and Agency		\$3,166.54	
Vote	AYES	4	James, Laughlin, Powers and Allinger
	NAY	0	
	ABSENT	1	Hart

Carried

Motion was made by Councilperson Powers to approve the March payments, seconded by Councilperson Allinger . The Board authorized the payments of the following amounts:

March 2017

General Fund		\$58,382.89	
Recreation Fund		\$52.81	
Highway Fund		\$55,098.02	
Street light Fund		\$1,328.98	
Sewer Fund		\$493.78	
Water District 1Fund		\$4,131.53	
Water District 2 Fund		\$2,438.95	
Fire District Fund		\$184,789.50	
Trust and Agency		\$4,450.36	
Vote	AYES	4	James, Laughlin, Powers and Allinger
	NAY	0	
	ABSENT	1	Hart

Carried

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The Newfield Town Board will meet next on March 22, 2017 at the 6:30 Public Hearing and again March 23, 2017 at 7:00 for a meeting.

At 8:00 p.m., a motion was mad by Councilperson Powers to adjourn the meeting, seconded by Councilperson Allinger.

Respectfully Submitted,

March 17, 2017

Karen Miller Kenerson
Newfield Town Clerk