

April 5, 2011
7:00 p.m.
2354 State Route 434
Apalachin, New York

REGULAR MEETING OF THE OWEGO TOWN BOARD

Present: Supervisor Donald Castellucci, Jr.
Council: Dean Morgan, Barbara Roberts, Wayne Moulton and Lynne Davis

Absent: None

A. Call to order, roll call and the Pledge of Allegiance

Supervisor Castellucci called the meeting to order and requested Councilman Moulton to lead the Pledge of Allegiance.

B. Minutes of the previous meeting

The Minutes of the previous meeting were accepted as presented.

C. Consideration of Bids (none)

D. Public Hearing

1. AYAA Franchise Agreement

Supervisor Castellucci opened the public hearing. Attorney Graven explained the purpose of the franchise agreement for the purpose of erecting outfield signs on the fence at Muth Park. With no one from the public wishing to speak on this issue, motion to close the public hearing was made by Morgan, seconded by Davis, and unanimously carried. Moulton then made the motion to allow Supervisor Castellucci to sign the agreement between the Town of Owego and the Apalachin Youth Athletic Association (AYAA) that would allow the AYAA to use Muth Park for their 2011 baseball/softball season games and practices. The motion was seconded by Morgan and unanimously carried. Scott Vasisko stated that the representatives from the AYAA would come into the Town Hall on April 7, 2011 to sign the agreement. Councilman Roberts then made the motion to allow the Supervisor to sign the agreement with the AYAA that would give permission to the franchise to post signs in Muth Park advertising their activities. The motion was seconded by Moulton and unanimously carried. (Resolution appears at end of Minutes)

E. Reports of Department Heads

The following department heads were present:

Mark Clark, Highway Superintendent
Mick Trivisonno, Director of Utilities
Scott Vasisko, Parks Maintenance Supervisor
Andrea Klett, Assessor
Debra Standinger, Planning & Zoning Administrator
Irene Graven, Town Attorney

The Highway Superintendent reported that there will be brush pick-up by the Highway Department on May 10th, 11th, and 12th. The dates will be advertised for the last two weeks in April and in the first week of May and have been added to the website as of April 5th. The department currently has two crews out picking up debris left from snow removal. Superintendent Clark requested that the Board hold a workshop to discuss the purchase of a snow plow truck. Moulton made the motion to hold the workshop on May 3rd at 6:30 pm in the Board room. The motion was seconded by Roberts and unanimously carried.

Deb Standinger, Planning and Zoning Administrator, reported that the 2011 tire clean-up has been scheduled for May 13th and 14th. She explained that the first 8 tires per Owego household would be free but then the fee would be \$1.00 per tire. A fee of \$2.00 per tire will be charged for oversized tires and any tire still on the rim would be free. Mrs. Standinger also reported that the Central New York Oil and Gas Company applied for the building permit for their Rosenberger Road compressor station on April 5th.

Scott Vasisko, Parks Department Supervisor, asked the Board for permission to start a temporary employee to help in the clean-up of the Hickories Park. Mr. Vasisko stated that because of adverse weather, the clean-up is about 4 weeks behind schedule. The Supervisor stated that since the payroll for the seasonal employee is already budgeted the Parks Department does not need Board approval to add on the needed employee.

Mick Trivisonno, Utilities Director, reported that he had been approached by Ryan Crispell with a request to complete an Eagle Scout project of painting fire hydrants. He stated that this project is similar to projects that have been done in the past and that the agreement has been reviewed and approved by Attorney Graven. Mick also reported that he had received a survey from the Public Service Commission and requested that the Supervisor complete it for the Town.

Irene Graven, Town Attorney, requested that the Board begin their May 3rd workshop at 6:15 pm so that the Board can discuss the McCann property on Route 17c. Morgan made the motion to start the workshop at 6:15 pm, seconded by Davis and unanimously carried.

The Supervisor's report appears at the end of these minutes.

F. Privilege of the Floor

Town of Owego resident Xuan Vu was present to ask if there were any new developments on the drainage issues near her home on Kinney Road. Superintendent Clark stated that the issues do not result from any work done by the Town Highway Department but that he would speak to people at the NYS Department of Transportation and see if they can offer any help with the issue.

Mr. Clark will call Ms. Vu as soon as he has any new information.

Tioga County Legislator Loretta Sullivan was present representing TING and requested that Elaine Jardine of the Tioga County Department of Economic Development and Planning be allowed to participate in the meeting with Chesapeake Energy that will be held with the Owego Town Attorney in the Town Hall board room.

G. Presentation of Petitions, Communications, Transfers and Notices

1. Letter from Assembly Minority Leader Brian Kolb RE: letter from Supervisor

Supervisor Castellucci noted that, in his opinion, mandate relief would alleviate the need for a property tax cap.

2. Trees for Vets Organization

This issue was referred to the Parks Committee.

3. Letter - complimenting Utilities Office Staff

The Utilities Department received two letters of appreciation from two residents of the Town of Owego.

H. Abstracts

Motion by Morgan, seconded by Davis, and on a roll call vote unanimously carried, the bills were approved for payment. (Attached at the end of these Minutes)

I. Unfinished Business - None

J. Reports of Standing Committees

Councilman Davis reported that the arrangements for future elections are complete.

Councilman Moulton reported that the Highway and Utilities Departments are still performing spring clean-up but that the weather is not cooperating. He also stated that he will be out of town from Saturday April 9th until Saturday April 16th.

Councilman Roberts requested that a canceled workshop be re-scheduled for April 26th at 4:45 PM to discuss Park issues. On motion of Roberts, seconded by Davis and unanimously carried, the workshop was scheduled as requested.

Councilman Morgan addressed the issue of Executive Session as a permanent item on the agenda. Morgan stated that the Town would have to change the Town code if the Board wanted to have Executive Session permanently added to the agenda. The Supervisor stated that the

requirements for holding an Executive Session is that there is a motion to adjourn to the session and that rule has always been adhered to by the Board. The Supervisor suggested that the Board keep this idea in mind and revisit the issue in November, the Town Attorney concurred. Councilman Morgan also requested that the Supervisor provide each Board member with a copy of the Public Service Commission survey after it has been completed by Supervisor Castellucci.

K. Presentation of Resolutions, Motions and New Business

1. Resolution - Robert Lunn - retirement

Motion by Morgan, seconded by Davis, and unanimously carried the following resolution was adopted:

WHEREAS, **Robert M. Lunn** has been employed by the Town of Owego for thirty one years and has performed his duties in a workmanlike manner, and was always reliable and professional; and

WHEREAS, **Robert M. Lunn** is retiring from his position as Motor Equipment Operator II with the Town of Owego;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Owego, on its behalf and on behalf of the employees and citizens of the Town, expresses its appreciation to **Robert M. Lunn** for his service to the Town of Owego, and be it further

RESOLVED, that this resolution be spread upon the minutes of this meeting and a certified copy be presented to **Robert M. Lunn**.

2. Tioga County Council on the Arts - use of Hickories Park

Motion by Moulton, seconded by Davis, and unanimously carried, the Supervisor was granted permission to sign an agreement with the Tioga County Council on the Arts to allow the Council to use the Hickories Park for their "Hickory Smoked Music Festival" on July 30, 2011.

3. Town of Owego Utility Billing Software Program

Mick Trivisonno reported that his staff and the staff of the Town Clerk's office like the proposed BAS, Inc. software program and would like the Board to approve the contract.

Motion by Morgan, seconded by Davis, and unanimously carried; the Supervisor was authorized to sign the letter of Agreement to purchase the Business Automation Services Software pending approval by the Town Attorney with a cost not to exceed \$14,475.00.

4. Historic Owego Marketplace - Strawberry Festival Parking

No action necessary. The Board will add an item to future agendas if the need arises for a contract between the Town and the Historic Owego Marketplace Inc. for park and ride services for the annual Strawberry Festival.

5. Outside Water and Sewer Use Agreement for Taylor property

No action.

6. Resolution RE: NYSDOT acquisition of Town owned land

Attorney Graven clarified that the parcels as listed on the March 15, 2011 letter from Carol Fronda are 638 square feet for parcel 244 Fee, and 694 square feet for parcel 245 P.E. Motion to approve the resolution was made by Morgan, seconded by Roberts and unanimously carried.

7. Resolution RE: Summer Recreation Program - Waterman Conservation Center

The Supervisor reported that the program runs from July 5th to August 5th, 9:00 AM to 3:00 PM, Monday through Friday at Waterman Center in Apalachin. Moulton made the motion to allow the Supervisor to sign the summer recreation agreement with the stipulation that the general liability insurance amount contained in paragraph 10 of the agreement be increased from \$1,000,000.00 per occurrence to \$2,000,000.00 per occurrence. The motion was seconded by Roberts and unanimously carried.

L. Second Privilege of the floor

The Supervisor took this opportunity to thank the Apalachin Boy Scout Troop # 32 for their service.

M. Executive Session (if needed)

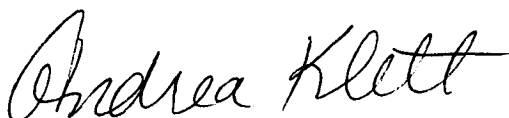
Motion by Morgan, seconded by Moulton, and unanimously carried, the Board entered Executive Session regarding Town Litigation and an Individual Personnel Matter at 8:03 p.m.

Supervisor Castellucci reconvened the meeting at 8:25 p.m.

N. Adjournment

Motion by Morgan to adjourn the meeting at 8:25 p.m.

Respectfully Submitted,



Andrea Klett
Assessor

DA

WHEREAS the Apalachin Youth Athletic Association has requested that the Town grant it a franchise from April 2011 through September 30, 2011 to post advertising signs at Muth Park and an agreement to use Muth Park for their 2011 baseball/softball season; and

WHEREAS notice of public hearing was duly posted and published pursuant to Town Law; and

WHEREAS a public hearing was held on April 5, 2011 at which time the public was heard concerning the granting of such franchise;

NOW, THEREFORE, BE IT

RESOLVED that the Town Board of the Town of Owego authorizes and directs the Supervisor to execute the Revocable License (Franchise) Agreement and the Agreement regarding the use of said park between the Town of Owego and the Apalachin Youth Athletic Association.

Copy: Town Board
Scott V.
Town Clerk

AGREEMENT

This agreement made by and between the Apalachin Youth Athletic Association, hereinafter referred to as "AYAA" and the Town of Owego, a municipal corporation having offices at 2354 State Route 434, Apalachin, New York, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS AYAA is desirous of using Muth Park in Apalachin for their 2011 baseball/softball season; and

WHEREAS the Town is desirous of setting forth the obligations of each of the parties in connection with the use of said park;

NOW, THEREFORE, the parties hereto agree as follows:

A. AYAA shall:

1. Provide the Town with a game schedule and practice schedule prior to the start of the season, including those games and/or practices taking place at the Tioga Boulevard Park in Apalachin.
2. Keep concession stand and equipment storage facility neat, clean and organized and shall store all grounds keeping equipment and any miscellaneous material in a safe and organized manner to prevent injury or accident.
3. Remove all garbage from field trash barrels and place in the AYAA dumpster after each evening of play.
4. Clean up litter around bleachers and fields after each evening of play.
5. Unlock restrooms prior to games and lock restrooms after games.
6. Clean restrooms and remove garbage daily.

7. Provide a certificate of liability insurance for \$2,000,000 naming the Town as additional insured.

8. AYAA and it's volunteers will neither hold themselves out as nor claim to be an officer or an employee of the Town, or make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the Town, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

B. Town shall:

1. Mow ball fields on a weekly basis, weather permitting.
2. Maintain and repair exterior of any on-site buildings/structures.
3. Maintain and repair any and all park fencing.
4. Maintain and repair park access road.
5. Remove garbage from pavilion.

C. AYAA and the Town further agree as follows:

AYAA agrees to indemnify and hold the Town, its officers, agents, and/or employees harmless from any liability imposed upon the Town, its officers, agents, and/or employees arising from the negligence, gross negligence or intentional malfeasance of AYAA and the Town agrees to indemnify and hold AYAA, its officers, agents, volunteers and/or employees harmless from any liability imposed upon AYAA, its officers, agents, and/or employees, arising from the negligence, gross negligence or intentional malfeasance of the Town.

REVOCABLE LICENSE AGREEMENT

This Agreement, made by and between the Apalachin Youth Athletic Association, hereinafter referred to as "AYAA" and the Town of Owego, a municipal corporation having offices at Route 434 in the Town of Owego, County of Tioga and State of New York, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS the AYAA is desirous of erecting advertising signs on the outfield fences of the ball diamonds at Muth Park in Apalachin, Town of Owego as a fund raising effort; and

WHEREAS the Town is desirous of granting to the AYAA a revocable license to erect such signs;

NOW, THEREFORE, it is hereby agreed by and between the Town and AYAA as follows:

1. The Town agrees to allow the AYAA to erect advertising signs on the outfield fences of the ball diamonds at Muth Park in Apalachin, Town of Owego.
2. Such signs shall be erected by the AYAA in April of 2011 and shall be removed no later than September 30, 2011.
3. Such signs shall be 4' x 8' in size and shall be removable. Said signs shall be designed and painted by a professional graphic artist.

4. In no event shall the Town incur any cost whatsoever to erect, remove, maintain or store said signs or in any other way incur any cost in relation thereto.

5. The AYAA agrees to defend, indemnify and save harmless the Town, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description for personal injury or property damage brought or recovered against it by reason of any negligent act or omission of the AYAA, its agents, members or employees with respect to erecting, removing, maintaining or storing said signs or by reason of the presence of said signs in Muth Park.

6. The revocable license granted herein shall terminate September 30, 2011.

7. The Town may revoke the revocable license granted herein at any time upon ten days written notice to the AYAA. The AYAA shall remove said signs within ten days of receipt of the notice of revocation.

IN WITNESS WHEREOF the Town and the AYAA have hereunto set their hands on this _____ day of _____, 2011.

TOWN OF OWEGO

APALACHIN YOUTH ATHLETIC ASSOC.

by: _____
Donald Castellucci, Jr.
Supervisor

by: _____
Kyle Nichols, President

Attest: _____

Attest: _____

K6

Agenda 4/5

WHEREAS the New York State Department of Transportation (NYSDOT) has proposed an agreement to acquire a portion of Town property, (Tax Map No. 143.17-1-18.2) through eminent domain for a public improvement project referenced as follows:

- PIN 9805.41.201
- PROC # 13750
- SH 8376, Campville-Endicott, Parts 1 and 2
- Town of Owego, Tioga County
- Map(s) 175
- Parcel(s) 244 (Fee), 245 (P.E.); and

WHEREAS the offer to acquire said property in fee is in the amount of Four Hundred Dollars (\$400.00) based upon the amount of NYSDOT's highest approved appraisal; and

WHEREAS NYSDOT has informed the Town Board of the Town of Owego that collection of said compensation can be agreed upon as a full settlement (known as "Agreement of Adjustment and Release of Owner") or as an advance payment (known as "Agreement for Advance Payment"); and

WHEREAS the Town Board has fully considered each option;

NOW, THEREFORE, BE IT

RESOLVED that the Town Board of the Town of Owego ratifies the Agreement of Adjustment and Release of Owner and hereby authorizes the Town Supervisor to execute all necessary closing papers on the Town's behalf.

Copy: Town Board
Town Clerk

K7
KS

- Supervisor
- Board
- Attorney
- Planning & Zoning
- Assessment
- Sewer Water
- Highway
- DCO
- Parks
- Clerk
- Justice
- Ag 4/5/11

AGREEMENT

This agreement made the _____ day of _____, 2011 by and between the Town of Owego, a municipal corporation having offices at 2354 State Route 434, Apalachin, New York 13732, hereinafter referred to as the "Town", and the Fred L. Waterman Conservation Education Center, Inc., 403 Hilton Road, Apalachin, New York 13732, hereinafter referred to as "Waterman Center".

WITNESSETH:

WHEREAS the Town is desirous of retaining the services of Waterman Center to operate the 2011 Town of Owego Summer Recreation Program;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Waterman Center agrees to organize, manage, and operate the 2011 Town of Owego Summer Recreation Program on behalf of the Town of Owego.
2. The Town agrees to pay to Waterman Center the sum of \$17,300 for such services.
3. Waterman Center shall designate and provide all compensation to the Director, Assistant Director, recreation leaders, and recreation aides of the recreation program.
4. Waterman Center shall bear the cost of all supplies and equipment used in the recreation program.
5. Waterman Center agrees to manage and operate the recreation program in conformance with the rules established by the Town of Owego, the New York State Division for Youth, and the Tioga County Environmental Health Services.
6. The recreation program shall run weekly from Monday through Friday for five weeks (except legal holidays), beginning on July 5, 2011 through August 5, 2011. The hours will be

9:00 a.m. until 3:00 p.m. The program shall be at Waterman Center's Hiawatha Boat Landing Site.

7. There shall be no sub-contracting of services by Waterman Center without the prior written consent of the Town of Owego.

8. Waterman Center is an independent contractor of the Town and may neither hold itself out nor claim to be an officer, employee, or sub-division of the Town nor make any claim, demand, or application to or for any right based upon different status.

9. Waterman Center agrees to indemnify and hold harmless the Town, their respective officers and employees from any claims, suits, actions, damages, and costs of every nature whatsoever brought as a result of any activity, action, and/or negligence by or on behalf of Waterman Center, its officers, employees, servants, members, and/or guests arising out of the provision of services pursuant to and in relation to this agreement.

10. Waterman Center agrees to maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence naming the Town as unrestricted additional insured.

11. Waterman Center agrees not to discriminate against any employee or participant of the recreation program because of race, creed, color, religion, sex, national origin, age, disability, marital status, military status, genetic predisposition or carrier status, or sexual orientation. Waterman Center agrees to operate and manage the recreation program in conformance with all local, state, and federal laws.

12. This agreement may be terminated upon mutual written agreement of the parties. In the event either party wishes to terminate for default of the other, then the terminating party shall provide three days written notice of intent to terminate and the terminating party shall provide an opportunity for consultation to the defaulting party prior to termination. If termination for

default is effected by the Town, an equitable adjustment in the cost for services provided for in this agreement shall be made. The equitable adjustment shall provide for re-payment by Waterman Center to the Town of a portion of the amount paid under paragraph 2, prorated based on the services remaining to be performed after termination. Upon termination, the Town may take over work and may award another party an agreement to complete the work under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below.

TOWN OF OWEGO

by: _____
Donald Castellucci, Jr.
Supervisor

Dated:

**F. L. WATERMAN CONSERVATION
EDUCATION CENTER**

by: _____
Scott MacDonald

Dated:

TOWN OF OWEGO

Voucher Detail Report

Voucher No.	Sub-Description	Req. No.	Recur Months	Req. Date	Refund Year	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Voucher Amt.	Check Date	Pay Due	Approved
Invoice Date	Batch	Invoice No.				PO No.	PO Date	Approved By	Period	Contract No.	Check No.	Disc. %	Non Disc.	Cash Account
Fund														Disc. Amt.
A - GENERAL FUND				TOWN			75,961.62		0.00		0.00		0.00	75,961.62
B - GENERAL FUND-TOWN OUTSIDE				TOWN			5,457.85		0.00		0.00		0.00	5,457.85
DB - HIGHWAY - TOWN OUTSIDE				TOWN			71,636.81		0.00		0.00		0.00	71,636.81
F - WATER DISTRICTS				TOWN			18,640.20		0.00		0.00		0.00	18,640.20
FA - ROUTE 38 WATER				TOWN			813.94		0.00		0.00		0.00	813.94
G - SEWER DISTRICTS				TOWN			30,577.65		0.00		0.00		0.00	30,577.65
GA - ROUTE 38 SEWER				TOWN			487.29		0.00		0.00		0.00	487.29
TA - TRUST AND AGENCY FUND				TOWN			21,018.03		0.00		0.00		0.00	21,018.03
Grand Totals							224,593.39		0.00		0.00		0.00	224,593.39
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay														
							224,593.39							224,593.39