

Town of Lyme
February 12, 2014
Regular Monthly Meeting
6:30 P.M.

Supervisor Aubertine called tonight's meeting to order at 6:30 P.M.

Present at Tonight's Meeting: Supervisor Aubertine, Councilmen Bourquin and Henderson, Assessor's Marsha Barton and Roz Gotham, Highway Superintendent Pat Weston, Planning Board Members Sue Warner and Julia Gosier and 2 others.

Privilege of the Floor

Dave Cook, GIS Analyst – Development Authority of the North Country – GIS Presentation:

Dave attended tonight's meeting in an effort to propose to the Town Board the benefits of the GIS Service Agreement. The Town Water Board made a decision of not approving the service. Bill Scarpocchi feels confident in his method of operations concerning the location of the water districts infrastructure. He could not see the need of or the added expense to the Town for the service. Billy does not feel he would use the software because he already has maps containing all the information.

The Water Board doesn't feel they would benefit enough to justify the charge.

Dave explained in detail how the program could benefit the Town. DANC has located all curb stops, water mains, hydrants and essential infrastructure in the Town. The GIS Program has the capability of delivering data sets showing all of this information on a website for our municipality. Not only will the program provide essential information regarding the water districts infrastructure but it is also instrumental in providing parcel information that could be very useful to the Assessors.

Should the Town opt out of the program all together, the current data that has been added will no longer continue to be maintained or updated. If the Town

decided down the road they would like to participate it would take time and money to update all the material. Opting in now, for the GIS hosting, will be at a cost of \$50.00 per month.

RESOLUTION 2014 – 13: Motion by Councilman Bourquin and seconded by Councilman Henderson approving the GIS Web-Based Hosting Agreement between the Development Authority of the North Country and the Town of Lyme.

This Agreement entered into this 12th day of February 2014, by and between:

TOWN OF LYME, a Municipal Corporation of the State of New York, having an office building and principal place of business located at 12175 NYS Route 12E Chaumont, NY 13622 herein after referred to as “Town”,

And

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a Public Benefit Corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, NY 13601, hereinafter referred to as “Authority”.

Recitals

- 1. In January of 2012, the Town partnered with the Village of Chaumont, Cape Vincent, and Glen Park; and the Towns of Brownville and Cape Vincent to develop a geographic information system (GIS) for water infrastructure. This project, known as the Western Jefferson County Regional Water Line (WJCRWL) GIS Project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Town was provided with GIS hosting services at no additional cost for a period commencing July 8, 2013 and ended July 8, 2014; this period is hereinafter referred to as the grant-subsidized hosting period.***

The purposes of this agreement are to:

A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and

B) provide provisions for the Town to continue GIS hosting and maintenance services after the grant-subsidized hosting period.

2. The Town Board, at its duly convened meeting held on February 12, 2014 selected the Authority to provide these services.

3. This Agreement is authorized under Section 2704(17) of the Public Authorities Law

Supervisor Aubertine Aye

Councilman Bourquin Aye

Councilman Henderson Aye

All Town Board Members were in agreement and the Motion was carried.

The full text of this Agreement is provided in Addendum A-2-12-14, attached to the minutes of tonight's meeting.

RESOLUTION 2014 – 14: Motion by Councilman Bourquin and seconded by Councilman Henderson authorizing public accessibility for the use of the DANC GIS System. Three ayes. Motion carried.

Officer's Reports

Highway Superintendent's Report – Pat Weston

The Highway Department is in "winter-mode", they have been extremely busy keeping up with this winter's snow and ice events. Pat has used over 300 tons of his quota of salt reserves.

Councilman Henderson asked Pat if the fuel and maintenance costs associated with each vehicle are tracked. Pat assured the Town Board that fuel and inventory are accounted for in each vehicle.

Supervisor Aubertine and the Board complemented Pat and the Highway Department on what a great job they have done this winter.

Clerk's Report – January 2014

Total State, County and Local Revenues:	\$2,988.97
Total Local Shares Remitted:	\$2,931.27

RESOLUTION 2014 – 15: Motion by Supervisor Aubertine and seconded by Councilman Bourquin amending Abstract #2, adding \$958.00 to the Abstract of Vouchers in the amount totaling \$24,054.57. The amended amount of Abstract #2 will now be \$25,012.57. A check for postage had to be added to Abstract #2 in the amount of \$958.00 due to the new accounting system operating program the Town is now using. Unfamiliarity with the program caused the error and thus the change in the total for Abstract #2.

Three ayes. Motion carried.

RESOLUTION 2014 – 16: Motion by Councilman Bourquin and seconded by Councilman Henderson approving Abstract #3 in the amount of \$2,791.52. Three ayes. Motion carried.

RESOLUTION 2014 – 17: Motion by Councilman Henderson and seconded by Councilman Bourquin approving Abstract #4 in the amount of \$178,761.49. Three ayes. Motion carried.

RESOLUTION 2014 – 18: Motion by Councilman Bourquin and seconded by Councilman Henderson approving the Minutes of the January 8, 2014

***Organizational and Regular Monthly Meeting as submitted by Clerk Wallace.
Three ayes. Motion carried.***

Committee Reports

Assessor's Report – Marsha Barton

Exemption Deadline:

All new exemption forms and renewals must be received in the Assessor's Office by March 1st, 2014. The Assessors are busy processing the forms they have already received. They will begin assessing the Agricultural Land Exemptions once they receive the State Certified Land Values.

2014 Value Changes:

The Assessors have completed over 250 changes (improvements added since the reval process) to values for the 2014 tax roll so far. There are typically 200 thru 400 changes. There were many residents who took advantage of combining parcels.

Supreme Court Case Update:

Dollar General has filed a "Stipulation of Discontinuance" of their court case. The Town of Clayton has been discussing settlements. There is no further information on the remainder of the open cases.

Municipal Water Board Report – Marsha Barton

Water Facility:

Revenues for 2013 were \$8,289.00. The expected revenues of \$8,000.00 were exceeded. Total expenses for the year were \$3,132.00, ending 2013 with a profit of \$5,157.00. Upon receiving the final figures for 2013 Marsha will provide the Town Board with the breakdown of the Water District's year end balances.

Water District Statistic:

One of the preliminary statistics for 2013 is the man hours billable to the Water Districts. In 2012, 540 hours were charged. In 2013, 420 hours were charged. This is a 22% reduction from 2012 to 2013. One of the reasons for the reduction may be the meter reader.

DEC Planning Grant:

The Town of Lyme has not been selected during this last round for funding of the Wastewater Infrastructure Engineering Planning Grant. Gregor Smith is contacting the NYS DEC to see how the project scored and also to determine if it would be beneficial to apply during the 2014 funding round. Gregor feels that the proximity of the Hamlet to Lake Ontario should help strengthen the need for completing a wastewater study.

Water District Loan Balances:

Water District #1:

Loan Balance	\$ 41,000
Annual Payment	\$ 1,500

Water District #2:

Loan Balance	\$390,700
Annual Payment	\$ 16,300

Water District #4

Loan Balance	\$ 87,000
Annual Payment	\$ 1,400

Water District #5

Loan Balance	\$330,600
Annual Payment	\$ 9,200

Planning Board Report – Sue Warner

The Planning Board would like to recommend Reggie Schweitzer, Jr. appointment for the next five year term. Reggie was appointed to the position that was created upon Scott Discounts resignation.

RESOLUTION 2014 – 19: Motion by Councilman Henderson and seconded by Councilman Bourquin accepting the Planning Boards recommendation for the appointment of Reggie Schweitzer, Jr. for a five-year term. Three ayes. Motion carried.

The Planning Board would also like to request a Joint Meeting with the Town Board to work on the 2014 Agenda. Frank also asked if the role of the Planning Board could be “enlarged”, he feels that they are very limited and restricted as to what they can do.

RESOLUTION 2014 – 20: Motion by Councilman Bourquin and seconded by Councilman Henderson scheduling a Joint Meeting and approved the advertising for such meeting between the Town Board and the Town Planning Board. The Meeting will be held on April 8th, 2014; 6:30 p.m. at the Municipal Offices 12175 NYS Route 12E Chaumont, NY. Three ayes. Motion carried.

New Business

Tri – Board Meeting Discussion

The School, Village and Town Boards had a Joint Meeting on February 3, 2014. The meeting went well but did not have much context. The Town Board did emphasize to the School, the insurance concerns, regarding all the extra programs that are falling under the Town’s insurance “umbrella”.

Superintendent Donahue stated that the School District is able to provide insurance coverage for activities that are School sponsored, such as cheerleading clinics run by their coaches. The School can allow outside organizations use of their facility if a certificate of insurance is presented, as in the case of “Zumba” classes that are being offered at the School.

Superintendent Donahue would provide a copy of the school's policies and procedures if the Town Board would be interested in reviewing them.

The Town Board will give clarification to the Youth Commission as to what they would like to see and set some new guidelines. Supervisor Aubertine will submit a proposal with his ideas.

The Town Board will table any new Youth Commission sponsorship requests until the Town Board approves a new policy.

Refunding of ZBA Fees

Bruce Kingsley is requesting a refund for the Zoning Fess that have been collected for his variance process.

The ZBA had suggested that if Mr. Kingsley pulled his Zoning Application for his wind turbine they would consider reimbursing him.

The Zoning Fees charged by the Town cover administrative fees, advertising costs, ZEO and ZBA mileage for site visits; whether the permits are issued or not.

Supervisor Aubertine will respond to Mr. Kingsley and inform him that the Town does not have a refund policy concerning Zoning Fees.

RESOLUTION 2014 – 21: Motion by Councilman Bourquin and seconded by Councilman Henderson agreeing NOT to refund Bruce Kingsley for any Zoning Fees he has incurred for installation of a personal wind mill to be erected on his property. Mr. Kingsley's request for any refund has been denied. Three ayes. Motion carried.

Village Arrangement Regarding Meter Reading

In March of 2012 the Village and Town approved an arrangement allowing the Village to have Bill Scarpocchi do the water meter reading for the Village of Chaumont for a period of two-years in exchange for 16 Imperl water meters the Village had as surplus inventory. The value placed on the meters was \$2,144.00.

The Town and Village will now have to revisit the situation and devise a fair exchange to continue the service.

Supervisor Aubertine will send a letter to the Village Mayor giving them possible options of payments for the service to be \$1,000.00 for one-year or \$2,000.00 for a two-year period.

RESOLUTION 2014 – 22: Motion by Councilman Bourquin and seconded by Councilman Henderson authorizing Supervisor Aubertine to send a letter to Mayor Rust regarding the meter reader arrangement and suggestions as how to proceed. Three ayes. Motion carried.

Certificate of Designation Resolution

RESOLUTION 2014 – 23: Motion by Councilman Henderson and seconded by Supervisor Aubertine allowing Councilman Donald Bourquin to attend the Annual Meeting of the Association of Towns in New York City February 2014 as a voting member. Three ayes. Motion carried.

Privilege of the Floor

Bruce Kingsley – Arrived at 7:55 p.m. – Supervisor Aubertine explained to him that his refund request had been denied due to all the costs associated with the Zoning process. Case closed.

A Motion was offered by Supervisor Aubertine and seconded by Councilman Henderson to adjourn tonight's Town Board Meeting at 8:00 p.m. Three ayes. Motion carried.

Minutes Respectfully Submitted by,

***Kim Wallace
Town Clerk***

Addendum

A-2-12-14

GIS WEB-BASED HOSTING AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF LYME**

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TOWN OF LYME, a municipal corporation of the State of New York having an office building and principal place of business located at 12175 NYS Route 12E Chaumont, NY 13622 herein after referred to as "Town",

And

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1. In January of 2012, the Town partnered with the Villages of: Chaumont, Cape Vincent, and Glen Park; and the Towns of: Brownville and Cape Vincent to develop a geographic information system (GIS) for water infrastructure. This project, known as the Western Jefferson County Regional Water Line (WJCRWL) GIS Project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Town was provided with GIS hosting services at no additional cost for a period commencing July 8, 2013 and ending July 8, 2014; this period is hereinafter referred to as the grant-subsidized hosting period.
2. The purposes of this agreement are to: A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and B) provide provisions for the Town to continue GIS hosting and maintenance services after the grant-subsidized hosting period.
3. The Town Board, at its duly convened meeting held on February 12, 2014, selected the Authority to provide these services.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree to the following Articles:

Article I	Definitions
Article II	Scope of Services
Article III	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	Miscellaneous

ARTICLE I - Definitions

Section 101. Defined Terms. As used or referred to in this Agreement, unless a different meaning clearly appears from the context:

- 1) "GIS," Geographic Information System used to store, display, and query spatial information.
- 2) "IMA," Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services
- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 4) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.

ARTICLE II - Scope of Services

Section 201. Base Services. The Authority will provide the Town with the following base services at the term and rates outlined in Sections 301 and 401. The scope of base services is outlined below:

- 1) The Authority agrees to provide the Town with Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best

efforts to restore services as soon as reasonably possible under all the circumstances then existing.

- 2) The Town will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 3) The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The Town agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Town hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The Town understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All the Town Datasets hosted on the IMA will remain the property of the Town. The Town Datasets are defined as those that the Town develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Town with all the Town Datasets in electronic format within not more than 15 days.
- 7) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Town, or a third party. Other Datasets not developed by the Authority must be provided by the Town in "shapefile" or "geodatabase" format.
- 8) Base services provided by the Authority shall include: staff time to annually update parcel data as supplied by the County, and phone support for technical questions concerning the IMA during regular business hours.

Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 402.

ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be five (5) years and six (6) months beginning on July 8, 2013, and ending December 31, 2018, provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. For base services outlined in Section 201, the Authority shall annually invoice the Town for base services beginning in Year 1 in advance of the hosting period. Thereafter, base services will be invoiced on June 1st in advance. For Additional Services outlined in Section 202, the Authority shall invoice the Town on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the Town will have 30 days to submit payment after receiving an invoice. The annual cost for base services is outlined in Table 1 below. Year 0 is the grant-subsidized hosting period. Year 1 has been pro-rated to align with the Town's fiscal year.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
0	7/8/13 – 7/8/14	\$0
1	7/9/14 – 12/31/14	\$300
2	1/1/15 – 12/31/15	\$600
3	1/1/16 – 12/31/16	\$600
4	1/1/17 – 12/31/17	\$600
5	1/1/18 – 12/31/18	\$600

Section 402. Additional Services. The Town shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Table 2). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Town will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services.

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2014

Employee Wage Rate	Standard	Overtime
Manager/Prof. Engineer	\$95	NA
Controls Engineer	\$68	NA
Facilities Coordinator	\$67	\$88
Environmental Coordinator	\$67	\$88
Project Engineer	\$63	NA
GIS Analyst	\$58	NA
Water Quality Lead Operator	\$56	\$71
Engineering Assistant	\$55	\$70
Admin Personnel	\$55	\$70
Wastewater Technician	\$47	\$58
GIS Specialist	\$45	NA
GIS Technician	\$30	\$39

ARTICLE V - Termination

Section 501. Termination. The Town and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the Town shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VI – Insurance/Liability

The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the operation of this Agreement.

The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to The Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE VII – Miscellaneous

All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven (7) years following the expiration or earlier termination of this Agreement or an extended agreement.

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

The Authority is an independent contractor with respect to the Town, and this Agreement does not create, and shall not be construed as creating, any relationship of principal and agent, landlord and tenant, or employer and employee.

No waiver by the Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

All notices required or permitted to be given under this Agreement shall be in writing and shall be made at the addresses indicated above. The notice or correspondence shall be effective when actually received by the party to which it is directed, whether transmitted by mail, courier, facsimile or personal delivery.

All of the above is established by the signatures of the authorized representatives of the parties set forth below.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

James W. Wright
Executive Director

TOWN OF LYME

By: 

Scott G. Aubertine
Supervisor