

**Agenda**  
**October 3, 2022**  
**At Piseco Common School**  
**Town of Arietta**

- Call to Order
- Roll Call
- Motion to approve minutes for the September 6, 2022 meeting
- Presentation Tony Colby – PVFD Budget
- **Resolutions:**
  - 22-10-57      FAA / Non-Federal Reimbursable Agreement
  - 22-10-58      Transfer
  - 22-10-59      Vacation Handbook Update
  - 22-10-60      Budget
  - 22-10-61      Lead Agency LUCB Change
  - 22-10-62      Purchase Plow

**Snowmobile Trails – Grier**  
**Town Buildings and Grounds - Stobo**  
**Internal Management / Insurance,**  
**Recreation, Website & Chamber - C Wilt**  
**Finance / Airport - Rhodes**  
**Lake / Dam / Invasive/campsite - Rudes**  
**Highway / parks - Small**  
**Codes / LaScola**

- **New Business:**
  -
- **Old Business:**
  - Veterans Memorial
  - Budget Workshop Date reminder October 10, 17, and 24 @ 5pm
  -
- Motion to accept the bills
- Motion to accept the financial statements
- Motion set Tax Cap Public Hearing for October 17, 2022 @5pm
- Motion set Public Hearing to adopt budget for November 7, 2022 @5pm
- Public Comment
- Designation of next regular Meeting November 7, 2022.
- **Motion to adjourn**

TOWN OF ARIETTA  
October 3, 2022  
Regular Town Board Meeting

Minutes of the Regular Town Board Meeting of the Town of Arietta held October 3, 2022 Piseco Town Offices located at the Piseco Common School.

Supervisor Rhodes opened the meeting at 5:00 pm

OTHERS PRESENT:

Fred Knapp

Matt Wilt

Mel LaScola- Zoning Officer

Steve Woehrle

Renee Rajca

John Rajca

William Hotaling

Tony Colby

Roll Call:

Jacqui Grier	present
Douglas Stobo	present
Sarah Rudes	present
Christy Wilt	present
Chris Rhodes	present

Supervisor Rhodes asked for a motion to accept the minutes of the September 6, 2022 Regular Town Board meeting as submitted by the Town Clerk.

Motion was offered by Doug Stobo

Seconded by Christy Wilt

All in Favor- Motion passed

At this time Supervisor Rhodes called Tony Colby- Piseco Volunteer Fire Department to give his presentation regarding the Piseco Volunteer Ambulance. Tony explained that the Ambulance Corp is in need of EMTs and Drivers. The Ambulance Corp and Fire Department looked at how best to fill this need. The proposed idea is to have a paid EMT and volunteer drivers daytimes as this it seems is when the majority of the calls come in. The nighttime hours would be covered by the 2 volunteer EMTS and volunteer drivers. There was a discussion on cost and how this would affect taxpayers.

## TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

October 3, 2022 at 5:00pm

Resolution # 22- 10 -57

Subject: **Non-Federal Reimbursable Agreement**

Resolution Offered By: Jacqui Grier

**WHEREAS:** the Town of Arietta has been presented with a Non-Federal Reimbursable Agreement from the FAA to provide a commissioning flight inspection of the PAPI on runway 04 at the Piseco Airport, and

**WHEREAS:** this agreement as outlined in the attachment is between the FAA-Flight Operations and the Town of Arietta and is an "other transaction" authorized un 49 U.S.C. §106(1)(6), and;

**WHEREAS:** the project is funded from an AIP grant number 3-36-0096-28-2021 in the amount of \$6,974.10, and

**THEREFORE, LET IT BE RESOLVED:** the Town Board will accept the Non-Federal Reimbursable Agreement as attached and authorize the supervisor to execute the agreement on behalf of the Town of Arietta to commission the flight inspection of Runway 04 PAPI at the Piseco Airport.

Seconded by: Sarah Rudes and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier x_____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Sarah Rudes x_____	Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____
Douglas Stobo x_____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt x_____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes x_____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Laura Morehouse

Town Clerk

10/3/2022

Date

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**TOWN OF ARIETTA  
PISECO, NY**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Town of Arietta** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA-Flight Program Operations and **Town of Arietta**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the PAPI on Rwy 04 at Piseco Airport (KK09) Piseco, NY**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Town of Arietta, Piseco, NY**

- B. The FAA will **perform a commissioning flight inspection of the PAPI on Rwy 04 at Piseco Airport (KK09) Piseco, NY.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
  2. Upon signature and payment of agreement, contact Randall Peterson at 405-954-1602 or [randall.w.peterson@faa.gov](mailto:randall.w.peterson@faa.gov) once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ] No. If Yes, the grant date is: 08/25/2021 and the grant number is: 3-36-0096-028-2021. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

**A. FAA:**

1. The FAA, Flight Program Operations, Program Support Group, will provide administrative oversight of this Agreement. Shelley Ochs is the Agreement Coordinator and liaison with the Sponsor and can be reached at 405-954-5757 or via email at [shelley.d.ochs@faa.gov](mailto:shelley.d.ochs@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, Flight Program Operations, Flight Management Group will perform the scope of work included in this Agreement. Henry Frakes is the Manager, Flight Management Group and liaison with the Sponsor and can be reached at 405-954-3955 or via email at [henry.frakes@faa.gov](mailto:henry.frakes@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Michele Mustin who can be reached at 405-954-7879 or via email at [michele.d.mustin@faa.gov](mailto:michele.d.mustin@faa.gov).

B. Sponsor:

**Sponsor:** Town of Arietta  
**ATTN:** Chris Rhodes, Town Supervisor  
**Address:** 1722 State Route 8  
PO Box 37  
Piseco, New York 12139-0037  
**Phone:** 518-548-3415  
**E-mail:** chris@townofarietta.com

**ARTICLE 5. Non-Interference with Operations [RESERVED]**

**ARTICLE 6. Property Transfer [RESERVED]**

**ARTICLE 7. Estimated Costs**

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>LABOR</b>	
NA	<b>\$0</b>
<b>NON-LABOR</b>	
Flight Inspection	<b>\$6,457.50</b>
Non-Labor Overhead (8%)	<b>\$ 516.60</b>
Total Non-Labor	<b>\$6,974.10</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$6,974.10</b>

**Detailed Estimate:**

**Flight Inspection Estimated Cost**

	Type	Hours	Inspections	Estimated Cost
<i>Beech Rate \$2,583/hr</i>				
PAPI on Rwy 04 at KK09	Commissioning	2.5	1	\$6,457.50
	8% Administrative Overhead			<u>\$ 516.60</u>
	Total Estimated Cost			<b>\$6,974.10</b>

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to Flight Program Operations.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

#### **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612A  
Washington D.C. 20591  
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**Town of Arietta**  
**ATTN: Chris Rhodes, Town Supervisor**  
**1722 State Route 8**  
**PO Box 37**  
**Piseco, New York 12139-0037**  
**518-548-3415**  
**chris@townofarietta.com**

- D. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.



## **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

## **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

## **ARTICLE 12. Order of Precedence [RESERVED]**

## **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

#### **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

#### **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

#### **ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

#### **ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security [RESERVED]**

**ARTICLE 21. Ensuring Adequate COVID Safety Protocols [RESERVED]**

**ARTICLE 22. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

**TOWN OF ARIETTA**

SIGNATURE \_\_\_\_\_  
NAME Michele Mustin  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME Chris Rhodes  
TITLE Town Supervisor  
DATE \_\_\_\_\_

## TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York:

October 3, 2022 at 5:00pm

Resolution #        22 – 10 - 58

Subject:        **Transfer of Funds**

Resolution Offered By:   Doug Stobo  

**WHEREAS:** the Town of Arietta will give the Town Supervisor permission to make the following transfer of money:

**General Fund**

4,000.00 to #A0-7140.100, Rec Center Contractual Expense  
from #A0-1990.400, Contingent Contractual Expense

**THEREFORE, LET IT BE RESOLVED:** that the Town Board, Town of Arietta does approve the above transfers of money.

Seconded by:   Sarah Rudes   and put to a vote, which resulted as follows:

AYES:		NOES:		ABSTAIN		ABSENT:	
Jacquelyn Grier	X_____	Jacquelyn Grier	_____	Jacquelyn Grier	_____	Jacquelyn Grier	_____
Sarah Rudes	X_____	Sarah Rudes	_____	Sarah Rudes	_____	Sarah Rudes	_____
Douglas Stobo	X_____	Douglas Stobo	_____	Douglas Stobo	_____	Douglas Stobo	_____
Christy Wilt	X_____	Christy Wilt	_____	Christy Wilt	_____	Christy Wilt	_____
Christian Rhodes	X_____	Christian Rhodes	_____	Christian Rhodes	_____	Christian Rhodes	_____

<u>  Laura Morehouse  </u>	<u>  10/3/2022  </u>
Town Clerk	Date

## TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

October 3, 2022

Resolution # 22- 10 - 59

Subject: **Update Employee Handbook Vacation Leave**

Resolution Offered By: Christy Wilt

WHEREAS: the Town Board of the Town of Arietta is desirous of maintaining an up-to-date Employee Handbook which details current and accurate personnel policies and procedures, employee benefits, compliance policies, and other pertinent information governing employment related matters, and

WHEREAS: the Town Board has reviewed the adopted 2013 version of said updated Employee Handbook and has made determinations as to appropriate content, and

WHEREAS: after review and discussion from the town board meeting held on Monday, September 6, 2022 the town board has made changes in the handbook to Section 802 as follows:

**“Accumulation** – An employee **may not** accumulate vacation leave credits. Any vacation leave credits remaining unused at the close of business for the last payroll in December will receive cash payment at the end of the calendar year at the employee’s then current rate of pay, which the Town Board establishes each year by resolution.”, **and**

BE IT RESOLVED: this 3rd day of October, 2022 that the above wording be adopted as changes to the official Employee Handbook of the Town of Arietta; and

FURTHER BE IT RESOLVED: that the Town of Arietta, Town Board rescinds all prior passed resolutions regarding the attached outline section of the handbook and approve the newly updated and revised change to the Town of Arietta Employee Handbook as above, and a copy of change shall be distributed, with a signed copy of this resolution to all Town officials and employees.

Seconded by: Doug Stobo and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier x_____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Sarah Rudes x_____	Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____
Douglas Stobo x_____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt x_____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes x_____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Laura Morehouse

10/03/2022

Town Clerk

Date

## TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

October 3, 2022 at 5:00pm

Resolution #        22 – 10 -60

Subject:        **Accept 2023 Preliminary Budget**

Resolution Offered By:   Jacqui Grier  

**WHEREAS:** the Town Board, Town of Arietta has reviewed the 2023 Tentative Budget as submitted by the Arietta Town Supervisor in September 2023, and

**WHEREAS:** the Arietta Town Board after review of the Tentative Budget will carry these numbers over with any noted changes for the Preliminary Budget and will accept as the 2023 Preliminary Budget at the October 3, 2022 Town Board Meeting, and

**WHEREAS:** it is necessary to schedule a Public Hearing for the purpose of public comment on the proposed budget before adopting, and

**THEREFORE, LET IT BE RESOLVED:** the Town Board of Arietta accepts the 2023 Preliminary Budget and will hold a Public Hearing for the purpose of adopting the 2023 Budget.

Seconded by:   Christy Wilt   and put to a vote, which resulted as follows:

AYES:		NOES:		ABSTAIN		ABSENT:	
Jacquelyn Grier	X_____	Jacquelyn Grier	_____	Jacquelyn Grier	___	Jacquelyn Grier	_____
Sarah Rudes	X_____	Sarah Rudes	_____	Sarah Rudes	___	Sarah Rudes	_____
Douglas Stobo	X_____	Douglas Stobo	_____	Douglas Stobo	___	Douglas Stobo	_____
Christy Wilt	X_____	Christy Wilt	_____	Christy Wilt	___	Christy Wilt	_____
Christian Rhodes	X_____	Christian Rhodes	_____	Christian Rhodes	___	Christian Rhodes	_____

  Laura Morehouse  

Town Clerk

  10/03/2022  

Date

## **TOWN OF ARIETTA**

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

October 3, 2022

Resolution # 22- 10 – 61

Subject: **INTENT TO BE LEAD AGENCY**  
**Town of Arietta Land Use Code Update**

Resolution Offered By: Doug Stobo

**WHEREAS**, the Town Board of the Town of Arietta has engaged the Planning Board of the Town of Arietta to review and recommend amendments to the Town's Land Use Code; and

**WHEREAS**, the Planning Board has completed its review and provided the Town Board with the recommended amendments for the Town Board's consideration; and

**WHEREAS**, the Town Board has reviewed the recommended amendments to the Town's Land Use Code; and

**WHEREAS**, the proposed action has been determined to be a Type I action, pursuant to the New York State Environmental Quality Review Act (SEQRA) 6 NYCRR Part 617, and Part 1 and Part 2 of the Environmental Assessment Form (EAF) have been prepared pursuant to the requirements set forth in SEQRA; and

**WHEREAS**, the following potential Involved and Interested Agencies have been identified:

### **Involved Agencies**

Town of Arietta Town Board  
PO Box 37  
Piseco, NY 12139

Adirondack Park Agency  
NYS Adirondack Park Agency  
PO Box 99  
1133 Route 86  
Ray Brook, NY 12977  
ATTN: Mrs. Robyn Burgess

New York State Department of Environmental Conservation (NYSDEC) Ray Brook  
Headquarters  
PO Box 296  
1115 State Route 86  
Ray Brook, NY 12977-0296

**Interested Agencies**

Town of Arietta Planning Board  
PO Box 37  
Piseco, NY 12139

Town of Arietta Zoning Board of Appeals  
PO Box 37  
Piseco, NY 12139

New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 122331750

**NOW THEREFORE BE IT RESOLVED**, pursuant to the applicable standards of the State Environmental Quality Review Act (SEQRA) and its implementing regulations (6 NYCRR Part 617), the Town Board of the Town of Arietta concludes that it is the appropriate agency to serve as Lead Agency for the coordinated environmental review of the proposed Type I action; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Arietta hereby authorizes circulation of the attached Notice to the other Involved and Interested Agencies, indicating the Town Board's intention to serve as Lead Agency, including circulation of a copy of the submitted Part 1 and Part 2 EAF, pursuant to the requirements set forth in SEQRA; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Arietta anticipates no conflict with the Town Board's intent to serve as Lead Agency and will rescind resolution #22-05-36 and authorizes the supervisor to execute the necessary forms for the recommended amendments as per the attachment documents.

Seconded by: Jacqui Grier and put to a vote, which resulted as follows:

**AYES:****NOES:****ABSTAIN****ABSENT:**

Jacquelyn Grier X\_\_\_\_\_  
Sarah Rudes X\_\_\_\_\_  
Douglas Stobo X\_\_\_\_\_  
Christy Wilt X\_\_\_\_\_  
Christian Rhodes X\_\_\_\_\_

Jacquelyn Grier \_\_\_\_\_  
Sarah Rudes \_\_\_\_\_  
Douglas Stobo \_\_\_\_\_  
Christy Wilt \_\_\_\_\_  
Christian Rhodes \_\_\_\_\_

Jacquelyn Grier \_\_\_\_  
Sarah Rudes \_\_\_\_  
Douglas Stobo \_\_\_\_  
Christy Wilt \_\_\_\_  
Christian Rhodes \_\_\_\_

Jacquelyn Grier \_\_\_\_  
Sarah Rudes \_\_\_\_  
Douglas Stobo \_\_\_\_  
Christy Wilt \_\_\_\_  
Christian Rhodes \_\_\_\_

Laura Morehouse

10/3/2022

Town Clerk

Date

**CERTIFICATION**

I, Laura Morehouse Clerk, do hereby verify that the foregoing is a true copy of a Resolution adopted by the Town Board of the Town of Arietta, Hamilton County, New York on the 3 of October, 2022. .

Laura Morehouse 10/03/2022

Town Clerk



## Town of Arietta Amendment – Split District Option (34/34A)

District Use Designation/Intensity Designation

1	SR 2/4; MR 2/5(SP); TAC/4	34	EXT; SD 1; SR 1/4	62	SR 1/4; TAC/3(SP); RSM	95	SR 1/4
2	SR 2/5; MR 2/5; TAC/4	34A	RSM	63	RSM	96	SR 1/4; MR 1/4; MHP/4
3	RSM	35	SR 1/4	64	SR 1/4; MR 1/4	97	SR 1/4; STR
4	SR 2/4; MR 2/5(SP)	35A	SR 2/5	65	SR 1/4; MR 1/4	98	SR 1/4
5	SR 2/4; MR 2/5(SP); TAC/4	36	RSM(SP)	66	SR 1/4; MR 1/4(SP)	99	SR 1/4
6	SR 2/4; MR 2/5(SP)	37	Alt	67	SR 1/3; MR 1/3(SP)	100	SR 1/2; MR 1/4(SP); TAC/4(SP); RSM
7	RSM	38	SR 2/5; MHP/5; EXT	68	RSM	101	RSM
8	SD 1(SP); MR 2/5(SP)	39	SR 2/4; STR	69	SR 1/1; CGD(SP); RSM; SHD; WP	102	SR 1/3; RSM
9	SD 1(SP)	40	SR 2/4	70	SR 1/2; CGD(SP); RSM; SHD; WP	103	SR 1/4; RSM
10	SD 1(SP); MR 2/5(SP)	41	SR 2/4	71	SR 1/2; CGD(SP); RSM; SHD; WP	104	RSM
11	SD 1(SP)	42	SR 2/4	72	SR 1/4	105	SR 1/3; MR 1/3(SP); CGD; RSM
12	SD 1(SP); MR 2/5(SP)	43	RSM	73	SR 1/3; RSM	106	RSM
13	SD 1(SP); MR 2/4(SP); TAC/4(SP)	44	SR 2/5; EXT	74	SR 1/3; RSM	107	SR 1/3; MR 1/4(SP); CGD; RSM
14	SR 2/3; MR 2/5(SP); RSM	45	SR 2/5; TAC/4	75	SR 1/2; RSM	108	RSM
15	SR 1/4; MAR	46	SR 2/5	76	RSM	109	SR 1/1; RSM
16	RSM	47	SR 2/2; RSM	77	SR 1/3; MR 1/4(SP); RSM	110	SR 1/1; RSM
17	SR 1/4	48	RSM	78	SR 1/3	111	SR 2/2; SR 1/2; TAC/2; RSM; WP
18	RSM	49	SR 1/4; CGD	79	SR 2/3	112	SR 2/4; SR 1/4; MR 1/4(SP); TAC/4; WP
19	SR 2/5	50	SR 1/4; MR 1/4; TAC/4; CGD	80	SR 1/4; MR 1/4	113	SR 1/1; RSM; WP
20	RSM	51	CGD	81	SR 1/1; RSM	114	SR 1/1; RSM; WP
21	SR 1/4	52	SR 1/4	82	SR 1/3; MR 1/4(SP); RSM	115	SR 1/1; RSM; WP
22	SR 1/4; MR 1/4; TAC/4	53	SR 1/4	83	SR 1/3; MHP/3; RSM	116	SR 2/2; SR 1/2; TAC/2; RSM; WP
23	SR 2/5	53A	SR 1/4 STR	84	SR 1/4; MR 1/4; MHP/4	117	SR 2/4; SR 1/4; MR 1/4(SP); WP; TAC/4; EXT
24	SR 2/5	54	SR 1/1 RSM	85	SR 1/3; MHP; RSM	118	SR 2/2; SR 1/2; TAC/2; RSM; WP
25	SR 1/4; MR 1/4; TAC/4	54A	SR 1/4; CGD; TAC/4	86	CEM	118A	SR 2/2; SR 1/2; MR 2/2; MR 1/2; TAC/2; RSM; WP
26	SR 2/5; SD 2	54B	SR 1/2; RSM	87	SR 1/4; MR 1/4	119	RSM; WP
27	SR 1/4; MR 1/4; TAC/4; MHP/4	55	SR 1/4	88	SR 1/3; RSM; SD 2	120	RSM; WP
28	SR 1/5; MR 1/4(SP)	56	STR; TAC/4(SP); MHP/4(SP); MAR	89	SR 2/3	121	SR 1/2; RSM; WP
29	SR 2/4; MR 2/5(SP)	57	RSM	90	SR 1/4	122	SR 2/4; SR 1/4; TAC/4; MHP/4(SP); WP
30	SR 2/4; MR 2/5(SP)	58	SR 1/3; EXT; RSM	91	RSM	123	MFG; RSM
31	RSM	59	SR 1/3	92	SR 2/3; RSM	124	SR 2/4; SR 1/4; TAC/4
32	SR 2/4	60	SR 1/4; MR 1/4(SP); TAC/4(SP); MHP/4; CGD(SP)	93	SR 1/4; MR 1/4; TAC/4	125	RSM
33	RSM	61	RSM	94	SR 1/4; MR 1/4; TAC/4; SD 2	126	RSM (Raquette Lake area)
						127	SR 1/3 (Piseco Lake Islands)

### 18.010 Special Town Center Development District (SD 1)

#### 18.011 Town Center General Regulations

A. The purpose of this special district (SD 1) is to promote the development of that area in the Town identified in the Comprehensive Plan for the Town and in the provisions of this ordinance as the center of commercial and community facility growth within the town in a coordinated manner using good site planning and building design. This area, which includes districts 8, 9, 10, 11, 12 and 13 [BRE(1)] centers on an important road junction and is presently the site of several commercial enterprises and numerous municipal facilities. It is hereinafter referred to as the Town Center. Without careful and precise planning for and zoning of the area, there exists the likelihood that the development of the Town Center will occur in an uncoordinated and unattractive fashion. If that occurs, an important opportunity in the shaping of the Town will have been lost.

B. This section seeks to provide a reasonable period of time in which the Town may develop a coordinated plan for the regulation of growth within the Town Center. Accordingly, districts 8, 9, 10, 11, 12, and 13 [KKL(2)] are hereby collectively designated as the Special Town Center Development District, in which the following regulations shall apply. These regulations modify those otherwise in effect concerning such districts.

C. Within the Special Town Center Development District (SD 1), no project shall be undertaken except pursuant to a Special Use Permit issued by the Zoning Board of Appeals.

D. The Zoning Board of Appeals shall issue such Special Use Permit except when it finds  
 (1) That the proposed project will not implement or further a well conceived plan for the development of the entire district; or

(2) That the Town has undertaken or will undertake a study of such district calculated to produce a well conceived plan for its coordinated development. Where such findings are made, the Zoning Board of Appeals shall deny the Special Use Permit.

#### **18.012 Town Center Specific Standards**

A. Setback. No building shall be closer than 25 feet to any lot line or closer than 75 feet to the near edge of the pavement of any public highway, provided that no building shall be within a public highway right of way.

B. Landscaping. The periphery of any building visible from a public highway shall be attractively landscaped with native species of vegetation with respect to such highway.

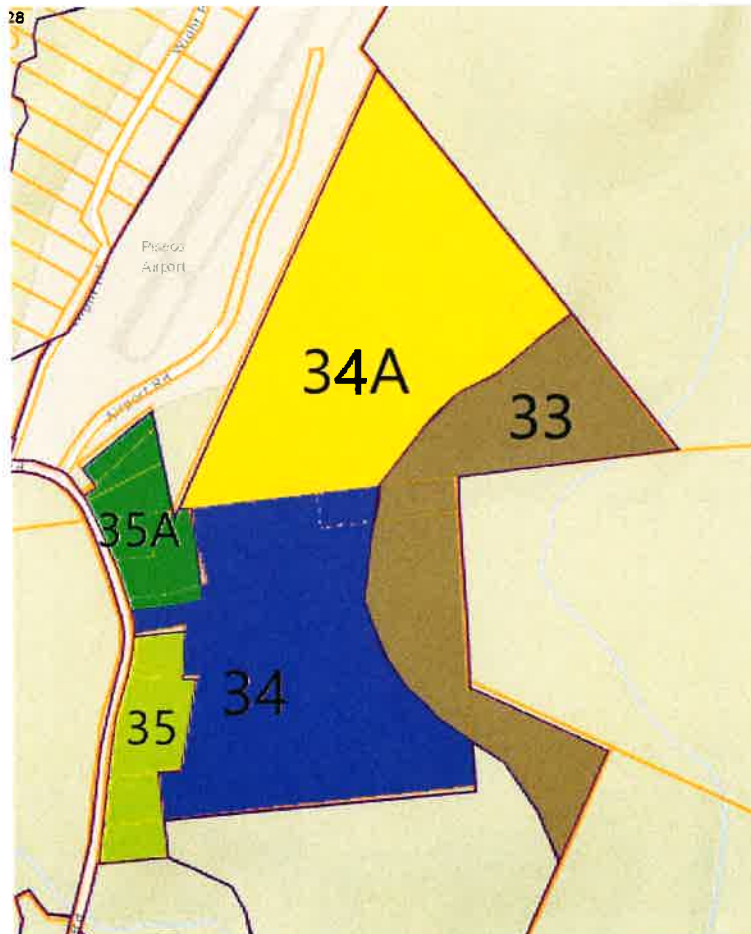
C. Façade. Each building shall be encouraged to have a facade painted in white or painted or stained in a shade of brown, gray, green, dark barn red or a subdued natural shade or covered with native stone. Unpainted, aluminum roofing is prohibited.

D. Roof. Each building shall have a roof with a minimum pitch of 4:12.

E. Parking. Graveled or paved off street parking shall be provided on each lot at the rate of one space for every 150 square feet of floor area of building developed on such lot.

## Split District 34/34A Option

1. Amend District 34 as proposed to allow SD 1 as a Use Designation
  - a. Amend Use Designation/Intensity Designation Chart in Section 3.030 to add Use Designation SD 1 in District 34
  - b. Amend relevant sections of 18.010 to add District 34 to the Special Town Center Development District
  - c. \* Note parcel 119.016-1-9 is partially within District 34 and the existing dwelling on the parcel appears to be on the side within D34. This dwelling is therefore non-conforming under the existing EXT designation & would also be non-conforming under the proposed SD 1 designation. To make this dwelling conforming under the code, suggest adding the Use Designation/Intensity Designation "SR 1/4" (Single Family Residence / Intensity Designation of 4 which is 1.3 acres/principal building) to District 34. The entry for 34 in the District Use Designation/Intensity Designation chart would then be: EXT; SD 1; SR 1/4
2. Create District 34A
  - a. Divide District 34 along the northern property line of parcels 119.016-1-8.100 & 119.016-1-9 on the Zoning Map and designate the northern section as District 34A.
  - b. Amend Use Designation/Intensity Designation Chart in Section 3.030 to add District 34A and add the Use Designation of RSM (Resource Management) to the new District 34A
    - i. RSM allows the use Hunting & Fishing Camp |BRE(1)



## TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York:

October 3, 2022 at 5:00pm

Resolution #        22 – 10 - 62

Subject:        **Purchase Fisher Plow 10'6XV2 SS**

Resolution Offered By: Sarah Rudes

**WHEREAS:** the Town Board, Town of Arietta, has received three quotes for a Fisher Plow 10'6 XV2 SS from the Highway Superintendent, and

**WHEREAS:** the Highway Superintendent would like to purchase the item from the lowest quote submitted, who is Bobcat of Gloversville-Johnston, LLC, for the total amount of \$8,963.90 from account #DA5130-200, and

**THEREFORE, LET IT BE RESOLVED:** the Town Board, after review, will authorize the Town Highway Superintendent to purchase the above equipment from Bobcat of Gloversville-Johnston, LLC, for a total purchase price of \$8,963.90.

Seconded by: Christy Wilt, and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier    x _____	Jacquelyn Grier    _____	Jacquelyn Grier    _____	Jacquelyn Grier    _____
Sarah Rudes        x _____	Sarah Rudes        _____	Sarah Rudes        _____	Sarah Rudes        _____
Douglas Stobo     x _____	Douglas Stobo     _____	Douglas Stobo     _____	Douglas Stobo     _____
Christy Wilt        x _____	Christy Wilt        _____	Christy Wilt        _____	Christy Wilt        _____
Christian Rhodes   x _____	Christian Rhodes   _____	Christian Rhodes   _____	Christian Rhodes   _____

<u>Laura Morehouse</u>	<u>10/03/2022</u>
Town Clerk	Date

Bobcat of Gloversville-Johnstown LLC  
2053 State Highway 29  
Johnstown, NY 12095 US  
518-762-8201  
tylerputman510@yahoo.com  
www.puthavenfarms.com

## Estimate



Town of Arrieta  
1772 State Route 8  
Piseco, NY 12139

Town of Arrieta  
1772 State Route 8  
Piseco, NY 12139  
518-548-3415 Craig

1511

09/27/2022

09/27/2022	<b>Sales1</b> Fisher Plow 10'6 XV2 SS Installed	1	9,800.00	9,800.00T
09/27/2022	<b>Sales1</b> Municipal Discount	1	-836.10	-836.10T
			SUBTOTAL	8,963.90
			TAX	0.00
			TOTAL	<b>\$8,963.90</b>

Accepted By

Accepted Date

# DEJANA

Truck and Utility Equipment

## QUOTE



New York, New England, Mid Atlantic  
& Greater Philadelphia  
490 Pulaski Rd Kings Park, NY 11754  
Phone(631)544-9000 Fax(631)544-3501  
WWW.DEJANA.COM

QUOTE #	DSP001003
DATE	9/30/2022

BILL TO: TOWN OF ARIETTA

SHIP TO: TOWN OF ARIETTA

1722 NY-8  
CASH OR CREDIT CARD ONLY  
PISECO NY 12139

1722 NY-8  
CASH OR CREDIT CARD ONLY  
PISECO NY 12139

Phone: 518-548-3415  
Fax:  
Email:

Phone: 518-548-3415  
Fax:

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
Darren Springer		No	10/30/2022

MAKE:	INTERNATIONAL	MODEL:	CV	YEAR:	2020	SRW/DRW:	DRW
CAB TO AXLE:		WHEELBASE:	201.0	VIN:			
STOCK/ORDER NUMBER:				TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS:	0		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SUPPLY AND INSTALL A FISHER 10.5' XTREME-V2 SS ELECTRIC HYDRAULIC SNOWPLOW BLADE SHOES NOT INCLUDED DELIVERY SUBJECT TO AVAILABILITY		
1	NIGHTHAWK HEADLIGHT KIT, HALOGEN, STANDARD WITH PLOW		
1	FISHSTICK HAND HELD CONTROL		
1	MUNICIPAL DISCOUNT - PLOW		
1	CUSTOMER PICKUP AT OUR LOCATION		

SUBTOTAL	\$10,425.00
DISCOUNT	\$0.00
SALES TAX	<del>\$729.76</del>
TOTAL	<del>\$11,154.76</del>

## Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

- ◆ IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- ◆ SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...

Quote # **DSP001003**

Accepted by:		Date:		PO#:	
<b>Please Fill In All Truck Information</b>					
Dejana Pool Chassis <input type="checkbox"/>		Dealer Chassis <input type="checkbox"/>		Dealer Drop Ship Chassis <input type="checkbox"/>	
Make _____		Model _____		Color _____	
Stock # _____		Factory Order # _____		VIN _____	
Year _____		Ready for Pickup (if dealer chassis)		Yes <input type="checkbox"/> No <input type="checkbox"/>	

**IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.**

**FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST**

- ◆ **PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM**
- ◆ **OR FAX BACK TO 631-544-3501**
- ◆ **Labor and installation are included in all pricing.**
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ A deposit may be required for orders with non-stock bodies
- ◆ To our valued customers with an account: invoice amount is for cash, check or ach payment. An additional 2% processing fee will be applied to credit card payments.

*Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate 180 days of floor plan expense (from receipt of chassis) into their cost calculations.*

**Notes:**

## Craig Small

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**From:** Whitesborospring <whitesborospring@aol.com>  
**Sent:** Tuesday, September 27, 2022 1:01 PM  
**To:** Craig Small  
**Subject:** QUOTE

Good Afternoon,

Here is the quote we spoke of earlier today. This quote includes being fully installed with a 2 year warranty.

This quote will be good for thirty days or while supplies last. The plow has to be ordered and could be expected the first week of December. Thank you for your interest and consideration. If you have any further questions or concerns, please don't hesitate to give us a call 315 736-4441.

FS PLOW 10'6"XV2 SS	\$10,100.00
FS SHOE KIT	<del>\$283.00</del>
FREIGHT CHARGE	\$600.00

TOTAL \$10,983.00

*\$10,700.00*

Sincerely,

Amy



## **COMMITTEE REPORTS:**

Snowmobile Trails-J. Grier had nothing to report on trails. A discussion followed regarding the Veterans Memorial stone in front of the Piseco School. No decisions were made until more information can be obtained. The snowmobile club will be having a work day in November.

Town Buildings /Grounds- D. Stobo reported that Upstate Spray Foam will start at the Community Hall on October 17<sup>th</sup>. He gave a big Thank You to Jim Horan for the great job painting the garage in back of the Community Hall and the Airport Bathrooms. At this time there was a discussion on the possibility of renting the downstairs of the Community Hall and getting more use of the upstairs for functions, both town and private use.

Lake/Dam/ Invasive/ Campsite: S. Rudes had nothing to report.

Recreation Website, Chamber and Internal Management /Insurance.- C. Wilt reported she had met with Amy Germain and Sheila Crouse and they will continue to meet to address what can be done to give the youth of the communities more activities and benefits of the programs that can be provided.

Highway Superintendent- was not available.

Zoning Officer- M. LaScola reported he had spoken to a person about removing a downed house in Higgins Bay. She told him she would be working on it in the spring. A discussion regarding demo debris followed including the safe removal of asbestos. Permit terminology will be revisited to clarify any questions.

## **NEW BUSINESS -OLD BUSINESS:**

After reviewing the resolutions, the board made a motion to revisit Resolution 22-10-59 UPDATE EMPLOYEE HANDBOOK VACATION LEAVE in January 2023.

Motion was made by Christy Wilt and seconded

### Finance/Airport-

Supervisor Rhodes reported that the airport was almost finished, there needs to be recalibration of the Papi lights.

Supervisor Rhodes stated there has been a proposed Emergency Communications Tower not a cell tower to be erected on Wayne Smith Road as it is a higher elevation and would provide more cell coverage locally and even down Route 10. This will be an asset to the EMS system, Highway Department, Fire Department and Sheriff and State Police for better communication

In an emergency. There will be more information about this in the future.

Supervisor Rhodes asked for a motion to accept the monthly bills as follows:

GENERAL FUND: no# 529-556 for a total of \$19,073.53

HIGHWAY FUND: no# 518-528 for a total of \$17,191.19

UTILITIES FUND: no# 506,507,515,517 for a total of \$3876.05

S. Rudes made a motion to pay the bills as presented, D. Stobo seconded  
AYES: C. Wilt, J. Grier, D. Stobo, S. Rudes, C. Rhodes NOES: none Motion passed

Supervisor Rhodes asked for a motion to accept financial statements as presented.  
Motion was made by D. Stobo, seconded by S. Rudes  
AYES: C. Rhodes, C. Wilt, D. Stobo, S. Rudes, J. Grier  
NOES: None- Motion passed

**PUBLIC COMMENT:**

General discussion followed on the use of Popular Point Campsite.  
The next meetings for Budget Workshops will be October 10,17, and 24, 2022 at 5:00pm at Piseco School.  
The next scheduled regular meeting will be November 7, 2022 at 5:00 PM at Piseco School

Supervisor Rhodes asked for motion to adjourn the meeting.  
Motion made by J. Grier and seconded by C. Wilt  
AYES: J. Grier, D. Stobo, C. Wilt, S. Rudes and C. Rhodes  
Meeting adjourned at 5:58pm

Respectfully submitted by  
Laura Morehouse, Town Clerk