The Town of Orleans Board Meeting February 13, 2020

The Town of Orleans Town Board Held a regular scheduled board meeting on February 13, 2020 at 7:00PM at the municipal building in LaFargeville.

Members Present: Kevin Rarick, Peter Wilson, Mary Ford-Waterman, Gwen Kirkby, and Thomas Johnston

Others Present: Tammy Donnelly, Steve Dulmage, Rob Black, Dale Raymo, Lee Shimel, and Rob Campany

1. Approval of minutes -A motion was made by Peter Wilson and seconded by Mary Ford Waterman to Approve the January 2020 minutes as read.

Kevin Rarick, Aye Gwen Kirkby, Aye Peter Wilson, Aye Mary Ford-Waterman, Aye Thomas Johnston, All in favor motion carried

2. Jim Burrows – SEQR & Comp Plan, Temp license agreement with TIBA- Town board reviewed and completed SEQR as follows

Resolution #5 as follows

Town of Orleans PO Box 103 LaFargeville, New York 13656 "This institution is an equal opportunity provider and employer"

Supervisor
Kevin Rarick 658-4411
Town Clerk
Tammy Donnelly 658-9950
Highway
Superintendent
Robert Black 658-9920
Town Assessor
Dale Raymo 658-4309

Zoning Officer Lee Shimel 658-2057

Town Council
Gwen Kirkby
Peter Wilson
Mary Ford Waterman
Thomas Johnston

RESOLUTION 5 NEGATIVE DECLARATION (SEQR) FOR ADOPTION OF COMPREHENSIVE PLAN

WHEREAS, the Town Board for the Town of Orleans, New York has considered the adoption of a Comprehensive Plan in the Town of Orleans; and

WHEREAS, the Town Board of the Town of Orleans has reviewed a Long Form Environmental Assessment Form for the purpose of assisting the Town Board in making a determination of significance in respect to the Plan; and whether the enactment of the Plan would have a significant adverse impact on the environment; and

WHEREAS, the Town has reviewed the criteria for determining significance of an action that is set forth at 6 NYCRR $\S617.7(c)$; and

WHEREAS, having considered the action consisting of the adoption of the Plan and the potential environmental impacts associated with such action the Town Board has determined to proceed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Orleans finds that the proposed action of adopting the Comprehensive Plan is subject to SEQR; and

BE IT FURTHER RESOLVED, that the action constitutes a Type 1 action under SEQR 617.4(b)(1); and

BE IT FURTHER RESOLVED, that the Town Board is the only agency with jurisdiction by law to fund, approve, or directly undertake this action, and therefore, a coordinated review of the action under SEQR is neither required nor necessary; and

BE IT FURTHER RESOLVED, by the Town Board of the Town of Orleans, New York:

- . 1. Based upon the examination and consideration of the Long Environmental Assessment Form and comparison of the proposed action and criteria set forth at 617.7, no significant adverse impact on the environment is known by the adoption of the proposed Comprehensive Plan.
- 2. The Supervisor for the Town of Orleans is authorized to execute the Long Environmental Assessment Form to the effect that the Town Board is issuing a "negative declaration" under SEQR.
- The Town Clerk is hereby directed to file and circulate Part 3 in accordance with the requirements for a Type I action of the Long Environmental Assessment Form.
- 4. A complete copy of the EAF including this negative declaration shall be maintained in the Town Clerk's office in a file that will be readily accessable to the Public. Further, the Town Clerk is hereby authorized to publish a notice to that effect in the Environmental Notice Bulletin. All subsequent notices regarding the undertaking of the project as set forth in this report shall state that a negative declaration has been issued.

	5.	This Resolution shall take effect in	nmediately.	
anu se	conaea	regoing Resolution was offered by Board Member,	y Board Member,, and	d upon roll call vote of
	Superv	risor Kevin Rarick	Yes	No
	Thoma	s Johnston, Jr.	Yes	No
	Gwend	olyn Kirkby	Yes	No
	Peter V	Vilson	Yes	No
ı	Mary Fo	ord-Waterman	Yes	No
Dated:	Febru	ary 13, 2020	James Donnelly, To	you Oly wn Clerk

Town of Orleans PO Box 103

LaFargeville, New York 13656

"This institution is an equal opportunity provider and employer"

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Zoning Officer Lee Shimel 658-2057

Town Council Gwen Kirkby Peter Wilson Mary Ford Waterman Thomas Johnston

RESOLUTION 🚽 💪 Adoption of Comprehensive Plan

WHEREAS, the Town Board for the Town of Orleans desires to develop a Comprehensive Plan to guide development and set a long range vision for the Town as authorized by NY Town Law section 272-a; and

WHEREAS, the Town Board for the Town of Orleans previously formed a Comprehensive Plan Committee that has met periodically over the course of approximately a year to work with the community and the Planning Board for the Town of Orleans to help guide the Comprehensive Planning process; and

WHEREAS, the Planning Board for the Town of Orleans has reviewed the Comprehensive Plan throughout and voted to recommend that the Town Board of the Town of Orleans adopt the Comprehensive Plan; and

WHEREAS, the Jefferson County Planning Department reviewed the Comprehensive Plan and provided comments pursuant to General Municipal Law §239-m; and

WHEREAS, the comprehensive plan has been provided to various person(s) of neighboring municipal corporations pursuant to NY Town Law section 264; and

WHEREAS, the Town Board has reviewed the full Environmental Assessment form, responding to each of the questions contained in Part 2, determined that adopting the Plan is a Type I action and would not have a significant adverse impact on the environment, and adopted a Negative Declaration.

RESOLUTION -AdoptionComprehensivePlan

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Orleans hereby adopts the comprehensive plan for the Town of Orleans and determines that this Resolution shall take effect immediately.

The foregoing Resolution was offered by Board Member, Pet Wilson and seconded by Board Member, Many Ford waterward, and upon roll call vote of the Board was duly adopted as follows:

Supervisor Kevin Rarick

Thomas Johnston, Jr.

Gwendolyn Kirkby

Peter Wilson

Mary Ford-Waterman

Page No

Tammy Donnelly, Town Clerk

Page 2 of 2

3.Lee Shimel updates- Lee gave report. Discussion was held about rezoning along NYS Rte. 12. Lee stated now that the Comp Plan is adopted, he would like to look into.

4. Rob Black Highway update- New pickup truck came in 2020 F150

1978 Mack is on auction international site.

New western star is in and will be delivered soon.

Resolution #7

Town of Orleans

PO Box 103
LaFargeville, New York 13656
"This institution is an equal opportunity provider and employer"
TDD# 1-800-662-1220

Supervisor Kevin Rarick 658-4411 Town Clerk Tammy Donnelly 658-9950 Highway Superintenden 500 Assessor Dale Rassessor Dale Rassessor

Zoning Officer Lee Shimel

Town Council Gwen Kirkby Peter Wilson Mary Ford-Waterman Thomas Johnston

RESOLUTION #_ #_ 7

Fund transfer

Page 1 of 2

WHEREAS, the Town Board of the Town of Orleans, New York is vested with the authority and responsibility to manage and control the finances of the Town of Orleans and its various improvement districts; and

WHEREAS, the Town Board has asked its accountants to prepare the necessary reports to identify the status of municipal finances on a monthly basis; and

WHEREAS, the accountants for the Town of Orleans have prepared the report(s) and has recommended _____

WHEREAS, the Town Board for the Town of Orleans agrees that the following transfer is appropriate at this time to the extent the same is/are feasible.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Orleans, New York that:

1. \$31045.40 from the DAGGA fund shall be transferred to the 5130.2 fund for the following purpose: Aurchasing 2020 F150

Town officials are authorized to take such steps as necessary to effect this transfer.

> 3. This Resolution shall take effect immediately.

Fund transfer

Page 2 of 2

The foregoing Resolution was offered by Board member Grand Washington and upon roll call vote of the Board was duly adopted as follows:

Supervisor Kevin Rarick

Mary Ford-Waterman

Peter Wilson

Tom Johnston

Gwen Kirkby

Yes No

Gwen Kirkby

Dated: February 13, 2013

Discussion was held regarding fire protection at highway barn. The following are quotes. Town board approved Stat Communications quote.



S.T.A.T. Communications, Inc.PO Box 630 Watertown NY 13601 Phone 315-782-7770 Fax 315-782-7771

License #12000258

Burglary & Fire Alarms • Lifenet Medical Alarms • Security Cameras • Access Control

Attn: Rob Black Re: Town of Orleans Fire Alarm Date: 02/07/20

The following is a proposal for STAT to install a fire system at the Town of Orleans Highway Department and items listed. This panel would allow STAT to monitor the office for fire, power outages as well as furnace failure and prevent frozen pipes.

1- Honeywell 5 zone fire panel

16- Heat Detectors

1- Smoke Detector

3- Horn and Strobes

1- Temp Sensor

4- Pull Stations at exit doors

1- Conduit

1- All labor, wire, programming and incidentals included.....\$2195.00

- Monthly Monitoring......\$32.00

If we are not able to connect to your phone lines and you would like to install a cellular radio the cost of the radio installed is\$325.00

The monthly monitoring would then be \$40.00 due to the cost of the cellular line.

If you have any questions feel free to contact my cell phone 315-778-7848.

Matt Dawley
Vice President
STAT Communications

CREG Systems Corp./Security Plus

ESTIMATE

PHONE:

1039 Water Street Page 1

Watertown, NY 13601 DATE: 12/31/2019

Attn: FAX:

Thank you for the opportunity to provide pricing to install a fire alarm system. **CREG Systems** will install, test, and certify a fire alarm system in the building to include the parts listed below. The specified system will communicate through the data network.

We have provided a non-required fire alarm system that provides property protection for the truck, welding & wash bay area. Our design meets NFPA 72 spacing requirements for detection.

CREG Systems will need a 120 Volt AC line with 20 amp circuit breaker installed prior to the completion of work at the location of the fire alarm panel.

MATERIALS / LABOR				
QTY	ITEM	AMOUNT		
1	MS-5UD Fire Control Panel			
3	12V7AH Battery			
1	IP Communicator			
7	Outdoor rated Horn/Strobe			
9	Heat Detector			
300	14/2 FPL			
600	16/2 FPL			
2	10ft Patch Cable			

If you have any questions, please contact CREG Systems at (315) 788-0000.

This proposal is valid for thirty (30) days and does not include any applicable taxes.

1	ELOCKFA	
8	Conduit - 1/2" EMT Red	CALL COLUMN TO THE CALL COLUMN T
8	Fitting - Kickout	
12	Bushing 1/2"	
10	Fitting - EMT Set scre connector	
	Misc	
	Labor	
	Materials & Labor Total	\$3522.00
	If Manual pull stations are added the cost to provide & install is below	
3	BG-12LO Pull Station Outdoor+ 1 BG12L Indoor Pull Station Installed	\$1,186.00
	Monitoring cost will be \$35.00 per month or \$420.00 per year	

NOTE (1): The above estimate includes material and labor to install, program & test the hardware.

NOTE (2): "This quote does not include taxes"

Accepted By:

Prepared By:

Rodger Dowling

/Charle Mount

Customer Authorized Signatory

(L.S.) Date

CREG Systems Corp./Security Plus

To accept this proposal, please sign below and fax back to 782-7275.

If you have any questions, please contact \mathbf{CREG} Systems at (315) 788-0000.

This proposal is valid for thirty (30) days and does not include any applicable taxes.

NCC Systems Phone: (315) 788-9128 Fax: (315) 788-4728 25646 NYS Route 3 Watertown, NY 13601

Prepared by: Robert Crump

Prepared for: Town of Orleans

Job: Orleans Town Barn- Fire Alarm

No.:

Date:

Quantity	Part Number	Description
1	NFW-50X	Fire Alarm Panel, addressable
1	TR-CE-B	Trim Ring
4	IM-12120 NBG-12LX FSP-951	Battery 12v 12AH Addressable NBG-12L Pull Station Photoelectric Smoke Detector, addressable
18	FST-951R	Heat head, addressable 135 rate rise
20	B300-6	Base 6",
4	P2RL	Horn/Strobe Wall Mt.
1	P2RK	Horn Strobe 12V/24V red Waterproof
-	990	2 Conductor 16 Solid Bare FPLR, Red
-	994	1 Pair #14 AWG Fire Cable
-	WG-49781106	CAT5E, tel cable
-		Misc. Elect boxes, hardware
-	Labor	Labor- Published Rate

Total: \$9,600.00

Quote

15329 1/27/2020

Prices are firm until 3/27/2020 Terms: Due Upon Receipt

Prepared by: Robert Crump, rcrump@nccsystems.com

Date: 1/27/2020

Orleans Town Barn- Fire Alarm: NCC Systems to provide and install an addressable fire alarm system, program, test and warranty. Cabling to be run free air fastened to beams with conduit stubs down to devices. Monitoring is \$300 per year. Published wage rate labor used.

Highway Dept to provide a means of a lift to help keep cost down.

Accepted by: Date:_

Disclaimer

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation.

auote.rpt Printed: 1/27/2020 9:33:11AM

LED Quotes for Town Barn- Fourth Coast Quote- A motion was made by Mary Ford-Waterman and seconded by Peter Wilson to accept the following quote from Fourth Coast as follows.

Kevin Rarick, Ave Gwen Kirkby, Aye Peter Wilson, Aye Mary Ford-Waterman, Aye Thomas Johnston, All in favor motion carried Fourth Coast Inc is a Certified NYS Women Business Enterprise

30 JANUARY 2020

Town of Orleans

Att: Rob Black, Highway Superintendent

P.O. Box 103

LaFargeville, N.Y. 13656

Re: Town Barn LED Lighting Upgrade

Fourth Coast Inc is a Certified NYS Women Business Enterprise

29 January 2020

TOWN OF ORLEANS

TOWN BARN-LED LIGHTING UPGRADE

LIGHTING MATERIAL COST AND INCENTIVES

MATERIAL:

7 EA. WRAPAROUND LED FIXTURE TOPAZ F-LWRAP/40W/40K-5 \$49.50 \$346.50

26 EA. 8 FT. LED LAMP 30T8/PER/96-840/IF42 \$26.45 \$687.00

96 EA. 4 FT. LED LAMP LED10T8L48FG841SUBG7 \$ 9.90 \$950.00

2 EA. WALLPAK TOPAZ F-WP-40W/50K/BZ/HE \$102.00 \$204.00

TOTAL MATERIAL COST: \$2,187.00

REBATES:

7 EA. X \$20

26 EA. X \$ 4

96 EA. X \$ 4

2 EA. X \$ 145

TOTAL INCENTIVE REBATE: \$ 921.00

MATERIAL COST AFTER REBATE: \$ 1,265.00

OVERALL PROJECT PABACK: \$1265.00 DIVIDED BY ANNUAL ELECTRICAL SAVINGS OF \$1,496 = .84 YEARS

NOTES:

☐ FIXTURE BALLAST MUST BE VARIFIED FOR COMPATABILITY

☐ NATIONAL GRID INCENTIVE ASSISTENCE WOULD BE ADDITIONAL

FOURTH COAST INC STANDARD TERMS AND CONDITIONS

Fourth Coast Inc is a Certified NYS Women Business Enterprise

1 BILLING POLICY

1.1 Personnel Charges: Charges for employees shall be computed at the assigned billing rates in the attached letter, unless otherwise agreed upon in writing.

1.2 Sub Consultants and Reimbursable Expenses: Charges for technical services provided by others and reimbursable expenses shall be computed in accordance with attached letter. Reimbursable expenses shall also include the additional cost of insurance, if any, that is requested by the Client in excess of that normally carried by Fourth Coast Inc and/or St. Lawrence Engineering DPC hereinafter referred to as "FCI/SLE"..

1.3 Payment: Invoices will be issued upon completion or periodically based on time or milestones based upon hourly rates or

percent complete, payable upon receipt, unless otherwise agreed in writing. Interest of 1.5 percent per month will be payable on all

amounts not paid within 45 days after receipt of invoice. The Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

1.4 Termination: Either the Client or FCI/SLE may terminate this Agreement at any time without cause upon giving the other party thirty (30) days prior written notice. The Client shall within fifteen (15) days of the date of the final invoice pay FCI/SLE for

all services rendered and all costs incurred up to the date of termination, in accordance with the Payment provisions of this Agreement.

2 GENERAL CONDITIONS

2.1 Reuse of Documents: All reports, drawings, specifications, and other documents, including electronic media that were prepared

by FCI/SLE as instruments of professional service, shall remain the property of FCI/SLE. The Client shall not reuse or make any modifications to the instruments of professional service without prior written authorization of FCI/SLE. In the event that there is

discrepancy between the electronic media and

the hard-copy documents, it is understood that the hard-copy documents shall prevail. It is the intent of FCI/SLE and the Client that the Client, its agents, representatives and consultants can use the documents in relationship to the project reflected in the agreed

upon scope of work, any work necessary to design, complete, repair or replace work associated therewith.

2.2 Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold FCI/SLE and its Consultants

harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the negligent acts, errors or omissions of the Client, the Client's representatives, agents, employees, or anyone directly or indirectly employed by them. FCI/SLE agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability, cost, including reasonable attorneys' fees and costs of defense arising out of or resulting from the negligent acts, errors or omission of FCI/SLE, its representative, agents, employees, subcontractors or anyone directly or indirectly employed

by them.

- **2.3** Codes & Standards Compliance: FCI/SLE shall put forth reasonable professional efforts to comply with applicable codes, regulations, and laws in effect as of the date of this Agreement.
- 2.4 Standard of Care: Services provided by FCI/SLE under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances.
- **2.5 Notices:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified in this Agreement.
- **2.6 Insurance:** During the term of this Agreement, FCI/SLE agrees to maintain the following insurance coverage and provide evidence if requested: Commercial General Liability Insurance and Automobile Liability. Professional Liability will be provided by Sub Consultants as required.
- **2.7 Mediation:** In an effort to resolve any conflicts that arise during the project or following completion of the project, the Client and FCI/SLE agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
- **2.8 Governing Law:** The laws of the State of New York will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of New York State.
- **2.9 Hazardous Wastes:** The Client shall advise FCI/SLE of any known hazardous wastes or hazardous substances existing at or near the site at which FCI/SLE is to perform work. If FCI/SLE discovers hazardous wastes or hazardous substances after it undertakes the project, or if FCI/SLE discovers the nature or extent of hazardous wastes or hazardous substances differs materially

from what the Client initially advised, FCI/SLE's Scope of Services, Schedule, and Fees made part of this Agreement shall be adjusted, as mutually agreed by the Client and FCI/SLE.

If reportable quantities of petroleum product and/or chemical contamination are encountered on the Project site during performance

of the work tasks described herein, or during any subsequent work completed at the Project site, the appropriate local, state, and/or

federal agencies must be notified, as required by law. FCI/SLE will make a reasonable attempt to notify the Client when reportable

quantities are discovered. The Owner, or Client, as the Owner's representative, is responsible for providing notification to the proper authorities.

FCI/SLE shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of person to, hazardous wastes or hazardous substances at the Project site. The Client shall indemnify and hold harmless FCI/SLE from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances

on the Project site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the Owner.

Fourth Coast Inc is a Certified NYS Women Business Enterprise

2.10 Hidden Conditions: A condition is hidden if it is concealed or it is not capable of detection by reasonable visual observation.

If FCI/SLE recognizes that a hidden condition may exist, FCI/SLE will notify the Client. FCI/SLE shall not be responsible for any

costs or liabilities resulting from hidden conditions.

2.11 Buried Utilities (if applicable): The Client will furnish FCI/RJC with information identifying the type and location of utility

lines and other man-made objects beneath the site's surface. FCI/SLE will take reasonable precautions to avoid damaging subsurface objects and will, prior to penetrating the site's surface, furnish to the Client a plan indicating the location of intended penetrations. The Client will approve these locations prior to their being made. The Client agrees to defend, indemnify, and hold harmless FCI/SLE or Sub consultants against any claim or liability for injury or loss resulting from damage to underground utilities

and man-made objects that were not identified on plans or documents furnished by or on behalf of the Client.

2.12 Job Site Safety: The Contractor is solely responsible for the construction means, methods, sequence, techniques or procedures

necessary to perform, direct or supervise all portions of the Work of construction in accordance with the Contract Documents and any health and safety regulations. The Contractor is solely responsible for job site safety. Neither the presence of FCI/SLE nor its sub consultants at a construction site nor the professional services of FCI/SLE shall relieve the Contractor or other construction entity of these responsibilities. The Contractor will be required to add the Client and FCI/SLE as additional insured's to their general liability policies and provides evidence of such coverage prior to commencing work on the project.

2.13 Limitation of Liability: The Client agrees to limit the Liability of FCI/SLE and its Sub Consultants to the fee paid under this

agreement.

5. Steve Dulmage DPW update- Water Tower in Fishers Landing is filled. Meter reader is in. Still down a guy. Terry is still out.

Councilman Johnston asked Steve why are we paying penalties on dig safely? Tom stated they already give the Town 72 hours to respond.

Scott Reed's grinder pit is ordered. Scott is getting pit and sewer service installed Scott will be paying for pit and installation.

6. Dale Raymo update- Dale gave report on assessor work. Dale went to training courses. Dale is working on tentative roll.

Fld Water- Dale stated water hydrant locks are on. Rob Blacks Highway crew helped with locks.

Fishers Landing Fire Department- Dale wants to know if the board wants a meter installed at the fire department. Discussion was held. The town board wants meter installed at FLD fire department. Cost will be about \$2,000.

Kellogg property by fire department. Dale stated they are discussing regarding purchase or using property for boat ramp parking.

Dale is working with Matt Duffany from DEC regarding the old Small's gas station property.

- 7. Town Clerk Report reviewed
- 8. Bills were audited
- 9. Executive Session A motion was made by Kevin Rarick and seconded by Gwen Kirkby to go into executive session regarding litigation and personnel. Kevin Rarick, Aye

Gwen Kirkby, Aye Peter Wilson, Aye Mary Ford-Waterman, Aye Thomas Johnston, All in favor motion carried

Entered into executive session at 8:35PM Exited executive session at 10:00PM

A motion was made by Gwen Kirkby and seconded by Peter Wilson to adjourn meeting

Gwen Kirkby, Aye Peter Wilson, Aye Mary Ford-Waterman, Aye Thomas Johnston, All in favor motion carried

Meeting adjourned at 10:01PM

Respectfully submitted Tammy Donnelly Town Clerk