



TOWN OF ARIETTA
in
HAMILTON COUNTY, NY
toa@townofarietta.com

1722 State Route 8
PO Box 37
Piseco, NY 12139
TEL: (518) 548-3415 FAX: (518) 548-6203

Agenda

November 4, 2024

5 pm at Piseco Common School
Town of Arietta

- Call to Order
- Roll Call
- Open Public Hearing on 2025 Budget
- Motion to approve minutes for the October 21, 2024 meeting

- Resolutions
 - **24-11-53** Piseco School Bus Agreement
 - **24-11-54** Rescind Tax Cap
 - **24-11-55** HI Waiver and Buy out
 - **24-11-56** NYSDOT AIR NY Grant
 - **24-11-57** IFE Piseco Airport Apron

- **Snowmobile Trails – Grier**
- **Town Buildings / Grounds - Stobo**
- **Recreation / Website / Campsite - Wilt**
- **Lake / Dam / Cemetery - Rajca**
- **Finance / Airport / Internal Management / Insurance - Rhodes**
- **Superintendent / Report – Small**
- **Codes and Zoning – Lascola**

- **Old Business**

- **New Business**
 - Motion to accept the bills
 - Motion to accept the financial statements
 - Public Comment
 - **Close Public Hearing**
 - **Resolution 24-11-58 Adopt the 2025 Budget**
 - Designation of next Meeting Monday, November 18, 2024
 - **Motion to adjourn**

TOWN OF ARIETTA

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

November 4, 2024, at 5:00 pm

Resolution # 24-11-53

Subject: Application and Lease Agreement for Bus Storage Between the Piseco Common School and the Town of Arietta

Resolution Offered By: _____

WHEREAS: the Town of Arietta has determined that a portion of the premises known as the Lower Highway Garage, and specifically the area known as the Parking Bay, is not needed for Town purposes, and

WHEREAS: the Town Board has determined that the use of said property, to be used by the Piseco Common School for bus storage, would be beneficial to the taxpayers and would not disrupt the normal Town operations, and

WHEREAS: the Board approves the use of the Application and Lease Agreement for Use of Lower Highway Garage, a copy of which is attached, to lease the area to the Piseco Common School for bus storage, and does hereby approve the renewal of such Application and Lease Agreement on an annual basis without further resolution on the matter, unless the Application and Lease Agreement are amended or approval is rescinded by Board resolution, and

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board authorizes the Town Supervisor to sign the necessary papers to execute the Application and Lease Agreement For Use of Lower Highway Garage with the Piseco Common School to use a portion of the Lower Highway Garage for bus storage, as outlined and in accordance with the attached.

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

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date



TOWN OF ARIETTA

in

HAMILTON COUNTY, NY

toa@townofarietta.com

1722 State Route 8

PO Box 37

Piseco, NY 12139

TEL: (518) 548-3415 FAX: (518) 548-6203

APPLICATION AND LEASE AGREEMENT
FOR USE OF LOWER HIGHWAY GARAGE

Application

Today's Date: _____

Date(s) Requested: 11/1/2024 to 5/2/2025

Facility Requested: Lower Highway Garage
Room: Parking Bay
1750 State Route 8, Piseco, NY 12139

INFORMATION ABOUT GROUP

Name of Organization or Individual: Piseco Common School District

Supervisor in Charge: Jenn Phelan

Mailing Address: PO Box 7, Piseco, NY 12139

Telephone: (Day) 518-548-7555 (Night) 518-755-1294

INFORMATION ABOUT THE INTENDED USE OF MUNICIPALITY FACILITIES

Purpose of Use: Storage of school buses in garage

Total number of buses to be stored: 2

Is equipment required? Yes _____ No X

If needed, state what type and for what purpose: _____

APPLICANT'S SIGNATURE: _____ TITLE: _____



Lease Agreement
For Use of Lower Highway Garage

WHEREAS, the Town of Arietta Town Board has determined that the Premises, as described below, is not needed for Town purposes at this time, and

WHEREAS, the Board has determined that the use of a portion of its property, to be used by the Piseco Common School District for bus parking, would be beneficial to the taxpayers of the District and would not disrupt town operations, and

IT IS AGREED, therefore, that this Lease Agreement (Agreement) is made and entered into by and between the Town of Arietta (Landlord) and Piseco Common School District (Tenant), and

1. LEASED PREMISES

The Landlord hereby leases to the Tenant a portion of the real property commonly known as the Lower Highway Garage, located at 1750 State Route 8, Piseco, NY. (Premises)

2. USE

Tenant shall use the Premises for the Piseco Common School District buses for the winter months (November 1, 2024 to May 2, 2025)

3. TERM

This Lease's term shall be from November 1, 2024 to May 2, 2025. The Tenant shall notify the Town of its desire to renew the Lease for an additional year at least thirty (30) days before the expiration of the current Lease. Any such renewal/extension is subject to the approval of the governing boards of each party.

4. CONDITION OF PREMISES, AS IS, REPAIRS AND IMPROVEMENT TO PREMISES

Tenant shall not alter, modify, or change the Premises without the express written consent of the Landlord. The Landlord shall be responsible for repairs or replacement attributable to the Tenant's use of the Landlord's property. The Landlord reserves the right to invoice the Tenant within fourteen (14) days for any costs incurred in making necessary repairs or replacements to ensure the Tenant's use of the property.

5. RENT

For the term identified in Paragraph 3 above, rent shall be 40% of the total fuel and electric usage charges for the Lower Highway Garage, to be invoiced at regular intervals corresponding with the Landlord's payment of the same. Landlord will review this annually for updating.

6. UTILITIES AND LANDLORD RESPONSIBILITIES

- a. The rent shall include all operating expense, such as general building maintenance and repairs, except as set forth herein or unless such maintenance and repairs is attributable to the Tenant's use of the Premises, in which as the Landlord may, but is not required, to charge back the Tenant for such maintenance or repairs.
- b. The Tenant shall be responsible for maintaining the Premises in an orderly fashion.
- c. The Tenant shall be responsible for its business-related expenses, if any, including charges related to telephone, cable, internet, or other uses.

7. TENANT'S RESPONSIBILITIES

Tenant shall maintain and take good care of the Premises and any personal property or equipment and shall, at its own expense, make all repairs, other than to the structure or major systems, which repairs shall be made by the Landlord, unless such repairs were necessitated by actions of the Tenant.



8. EARLY TERMINATION BY LANDLORD

- a. A substantial change in the needs and requirements of the Landlord concerning facilities; or
- b. Any other change that substantially affects the needs or requirements of the Landlord or the community in which the Landlord is located.

9. LOCAL LAWS & REGULATIONS

The Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and local governments applicable to the Premises and shall also promptly comply with all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own expense. Tenant shall be responsible to obtain permits with the Town of Arietta or any municipal agency, if required.

10. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Agreement, or underlet or under-lease the Premises, or any part thereof, without the Landlord's consent in writing.

11. FIRE, ACCIDENT OR DAMAGE

- a. Tenant must give Landlord prompt notice of fire, accident, damage, or dangerous or defective condition.
- b. If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense. The cost of the repairs will be added to the rent.
- c. Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty.

12. NO RESPONSIBILITY OF LANDLORD

The Landlord is exempt from any and all liability for any damages or injury to person(s) or property caused by or resulting from the intended use herein, or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13. INSURANCE

- a. Notwithstanding any terms, conditions, or provisions in any other writing between the parties, the Tenant hereby agrees to effectuate the naming of the Town of Arietta as an additional insured on the Tenant's insurance policies.
- b. The policy naming the Town of Arietta as an additional insured shall:
 - i. be an insurance policy from an A.M. Best rated or better insurer, licensed and admitted in New York State,
 - ii. state that the Tenant's coverage shall be primary and non-contributory coverage for the Town of Arietta, its Board, employees and volunteers,
 - iii. be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the additional insured endorsement must be attached to the certificate of insurance, and,
 - iv. at the Town of Arietta's request, the Tenant shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Tenant will provide a copy of the policy endorsements and forms.
- c. The Tenant agrees to indemnify the Town of Arietta for any applicable deductibles and self-insured retentions.



- d. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.
 - ii. **Excess Insurance:**
\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- e. Tenant acknowledges that failure to obtain such insurance on behalf of the Town of Arietta constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Arietta. The Tenant is to provide the Town of Arietta with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

The undersigned, on behalf of the Tenant, has read the above Lease Agreement governing the use of the Town of Arietta Lower Highway Garage and agrees to comply with all rules and regulations. He/She agrees to be responsible to the Town of Arietta for the use and care of the facilities. He/She does hereby covenant and agree to defend, indemnify, and hold harmless the Town of Arietta from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Town of Arietta property, facilities and/or services by the Town of Arietta.

Signature on Behalf of Tenant

Signature on Behalf of Landlord

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TOWN OF ARIETTA

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

November 4, 2024 at 5:00pm

Resolution # 24-11-54

Subject: **Rescind Local Law #2 Overriding the Tax Levy Limit for 2025**

Resolution Offered By: _____

WHEREAS: the Town of Arietta Town Board at the October 1, 2024, board meeting passed Resolution #24-10-45 for Local Law No. 2 of 2024 authorizing the overriding of the tax cap levy for the 2025 Budget, and

WHEREAS: the Arietta Town Board, after several budget workshops and with the adoption of the 2025 Budget, came in under the state tax cap levy, and

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board rescinds Resolution #24-10-45 and Local Law No. 2 of 2024 authorizing the overriding of the 2025 tax cap levy.

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

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

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:

November 4, 2024, at 5:00 pm

Resolution # 24 – 11 -55

Subject: Town of Arietta Waiver of Medical Insurance/Participation in Buy-Out Provision

Resolution Offered By: _____

WHEREAS: the Town of Arietta Town Board has reviewed the 2025 health insurance costs for the Town of Arietta, and

WHEREAS: the Town Board has found that it would be beneficial to update the existing buy-out option provision as outlined in the attached Waiver of Medical Insurance/Participation in Buy-Out Provision to Town of Arietta employees and elected officials who meet all the eligibility requirements, and

WHEREAS: it is also necessary to change the Town of Arietta Handbook to reflect these changes, as outlined in the attachments, and

THEREFORE, LET IT BE RESOLVED: the Town of Arietta Town Board will rescind all prior resolutions regarding Medical Insurance/Participation in the Buy-Out Provision and accept the Waiver of Medical Insurance/Participation in the Buy-Out Provision and the changes to the Arietta Handbook, as outlined in the attachments hereto, and make said policy changes effective January 1, 2025.

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

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

807 Medical Insurance Buy-out

Eligibility – The Town of Arietta provides a medical insurance buy-out for those eligible employees and Elected Officials who waive their right to enroll in the medical insurance plan. The Town will provide only one medical insurance policy for an eligible employee or Elected Official whose spouse and/or dependent(s) (if eligible to be under the same policy) also work for the Town. In such an instance, the Town will pay only one medical insurance buy-out; therefore, said spouse and/or dependent(s) under the same policy are not eligible for their buy-out provision(s). Renewable each December, every employee or Elected Official who is enrolled in the buy-out provision is required to give documentation showing they (and their spouse and/or dependent(s) who work for the Town, if applicable) are enrolled in a medical insurance plan for the following year. Revised 11/04/2024

Amount of Buy-out – An employee or Elected Official who is eligible for the medical insurance buy-out will receive an amount of equal to thirty one percent (31%) of the individual, two-person, or family plan premium which the Town would otherwise pay. Such amount will be pro-rated in those cases where an active employee or Elected Official has not waived coverage for the entire year. An employee or Elected Official who separates from employment, or leaves office for any reason, will receive a pro-rated amount of the buy-out for the period employed by the Town and covered by waiver. Effective 1-1-2025 for all employees

Method and Form of Payment – Payment of the buy-out will be made in the final payroll of the calendar year. This payment is in addition to the compensation and/or salary to which the employee or Elected Official is otherwise entitled, will be treated as part of the employee's/Elected Official's gross income, and will be subject to the appropriate withholding for income and payroll tax purposes. The buy-out amount is excluded from the retirement system earnings calculation.

Reinstatement – If an employee or Elected Official chooses to rescind their waiver and enroll in the Town's medical insurance plan, a written notice must be provided to the Account Clerk during the open enrollment period for coverage to become effective the following January 1. Additionally, there may be life events that allow or require enrollment outside of the open enrollment period, for which an employee or Elected Official may request further information from the Account Clerk. Revised 11/04/2024

Changes – This policy may be changed or eliminated at any time by resolution of the Town Board.

Waiver of Medical Insurance / Participation in Buy –Out Provision

Employee or Elected Official Name: _____ SS# _____

As a full-time employee or Elected Official, I meet the eligibility requirements to enroll in the Town’s medical insurance plan. I have been allowed to review the plan and ask any questions. I have medical insurance coverage elsewhere and, therefore, wish to waive my right to enroll in the Town’s medical insurance plan. I have attached proof of such coverage as indicated below (check the appropriate box). I understand that waiving my rights to enroll in the Town’s medical insurance plan releases the Town from any liability that may occur as a result of said waiver.

- ____ Copy of the medical insurance subscriber identification card
- ____ Letter from my medical insurance company substantiating my coverage

Town of Arietta Buy-out Provision

Eligibility – The Town of Arietta provides a medical insurance buy-out for those eligible employees and Elected Officials who waive their right to enroll in the medical insurance plan. The Town will provide only one medical insurance policy for an eligible employee or Elected Official whose spouse and/or dependent(s) (if eligible to be under the same policy) also work for the Town. In such an instance, the Town will pay only one medical insurance buy-out; therefore, said spouse and/or dependent(s) under the same policy are not eligible for their buy-out provision(s). Renewable each December, every employee or Elected Official who is enrolled in the buy-out provision is required to give documentation showing they (and their spouse and/or dependent(s) who work for the Town, if applicable) are enrolled in a medical insurance plan for the following year. Revised 11/04/2024

Amount of Buy-out – An employee or Elected Official who is eligible for the medical insurance buy-out will receive an amount equal to thirty-one percent (31%) of the individual, two-person, or family plan premium which the Town would otherwise pay. Such amount will be pro-rated in those cases where an active employee or Elected Official has not waived coverage for the entire year. An employee or Elected Official who separates from employment, or leaves office for any reason, will receive a pro-rated amount of the buy-out for the period employed by the Town and covered by waiver. Effective 1-1-2025 for all employees

Method and Form of Payment – Payment of the buy-out will be made in the final payroll of the calendar year. This payment is in addition to the compensation and/or salary to which the employee or Elected Official is otherwise entitled, will be treated as part of the employee’s/Elected Official’s gross income, and will be subject to the appropriate withholding for income and payroll tax purposes. The buy-out amount is excluded from the retirement system earnings calculation.

Reinstatement – If an employee or Elected Official chooses to rescind their waiver and enroll in the Town’s medical insurance plan, a written notice must be provided to the Account Clerk during the open enrollment period for coverage to become effective the following January 1. Additionally, there may be life events that allow or require enrollment outside of the open enrollment period, for which an employee or Elected Official may request further information from the Account Clerk. Revised 11/04/2024

Changes – This policy may be changed or eliminated at any time by resolution of the Town Board.

I have read and agree to the above:

Employee or Elected Official Signature: _____

Date: _____

Town Use Only

Town Representative Name and Job Title: _____

Town Representative Signature: _____ Date: _____

Place in employee’s personnel file.

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:

November 4, 2024, at 5:00 pm

Resolution # 24 – 11 -56

Subject: **Authorize to Submit Application for New York State Department of Transportation 2024 Airport Investment and Revitalization for New York (AIR NY) Grant Program**

Resolution Offered By: _____

WHEREAS: the New York State Department of Transportation (NYSDOT) has developed the 2024 Airport Investment and Revitalization for New York (AIR NY) grant program, and

WHEREAS: NYSDOT has made funds available to eligible NY airports to enhance public and employee safety, improve transportation system sustainability and resilience, support economic well-being of New York State, and advance performance and innovation of airports, and

WHEREAS: the Grant is a 90% NYSDOT share and a 10% local share by the Town, and

WHEREAS: the Town is seeking a grant not to exceed \$1,500,000.00, through NYSDOT 2024 AIR NY grant program, for a T-hangar extension on the existing T-hangar building, through this grant, and

WHEREAS: the NYSDOT share for the T-hangar extension would not exceed \$1,350,000.00 with a local match from the Town for a maximum of \$150,000.00, and

WHEREAS: the Town is also seeking an alternate grant not to exceed \$150,000.00, through NYSDOT 2024 AIR NY grant program, for a riding lawn mower for use at the airport, through this grant, and

WHEREAS: the NYSDOT share for the mower would not exceed \$135,000.00 with a local match from the Town for a maximum of \$15,000.00, and

WHEREAS: the Town will have the T-hangar extension ranked as the top priority and the mower ranked as the second priority, and

WHEREAS: the Town will only be awarded one grant at a maximum from the NYSDOT, and

WHEREAS: McFarland Johnson was previously approved by the Town of Arietta as the engineering firm for Piseco Airport and will prepare the documents for the grant application, now

THEREFORE, LET IT BE RESOLVED: that the Town Board, Town of Arietta, does authorize the Town Supervisor to execute all necessary documents to submit the application and accept the grant on behalf of the Town of Arietta.

FURTHER RESOLVED: that the Town Board, Town of Arietta, approves McFarland Johnson as the engineering firm for this grant.

TOWN OF ARIETTA

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

November 4, 2024, at 5:00 p.m.

Resolution # 24 - 11 - 58

Subject: **Adopt 2025 Budget**

Resolution Offered By: _____

WHEREAS: the Town Board, Town of Arietta held a Public Hearing for public comment on the Budget for 2025, and

WHEREAS: public comment was heard at the Public Hearing held during the regular Town Board Meeting at 5:00 p.m. on Monday, November 4, 2024, at the Piseco Common School, 1722 State Route 8, Piseco, NY, and

THEREFORE, LET IT BE RESOLVED: the Town Board of Arietta will adopt the Town Budget for the year 2025.

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

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date