

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

April 7, 2025

5pm at Piseco Common School

Town of Arietta

- Call to Order
- Pledge of Allegiance
- Roll Call
- Motion to approve minutes for the March 17, 2025 meeting

- Resolutions
 - **25-04-19** **Annual BOCES Agreement**
 - **25-04-20** **Foil**

- **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**
 - MOU Stump Dump
 - Discussion councilman seat
 - Foil
 - Discuss meal allowance Resolution reference 23-01-09

- Motion to accept the bills
- Motion to accept the financial statements
- Public Comment
- Designation of next Meeting Monday, April 21, 2025
- **Motion to adjourn**

TOWN OF ARIETTA

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

April 7, 2025, at 5:00 pm

Resolution # 24-04-19

Subject: **Inter-Municipal Agreement between Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and the Town of Arietta**

Resolution Offered By: _____

WHEREAS: the Town of Arietta, in the past, has had an agreement with Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES for the Drug and Alcohol testing program, and

WHEREAS: the new requirement is to have a one-year signed Municipal Agreement, as per the attached outline, on file for all facilities who are enrolled in the BOCES Drug and Alcohol testing program, and

WHEREAS: this agreement will start July 1, 2025, through June 30, 2026, and may be renewed, in writing, for successive one-year terms at a mutually agreed upon rate for services for the successive years, and

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board does hereby authorize the Town of Arietta Supervisor to execute all necessary documents on behalf of the Town to enter into a one-year agreement with Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES.

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 _____

Date: April 7, 2025

Town Clerk

Memorandum of Inter-Municipal Agreement

Between

Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES

and

TOWN OF ARIETTA

This Agreement, dated 3/1/2025, by and between Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services, (hereinafter "BOCES"), with offices at 20104 State Route 3, Watertown, New York 13601, and Town of Arietta (hereinafter "Town of Arietta"), with offices at P.O. Box 37 Piseco, NY 12139, (together, the "Parties").

RECITALS

Whereas, BOCES is a duly constituted Board of Cooperative Educational Services formed pursuant to the provisions of Article 40 of the New York State Education Law; and

Whereas, Town of Arietta is a municipal corporation formed pursuant to the laws and the Constitution of the State of New York; and

Whereas, New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement ("ICA") to carry out any function or responsibility each has authority to undertake alone.

Whereas, BOCES, as part of its administrative support services offers facilitation of Drug and Alcohol Testing of bus drivers and others holding a Commercial Driver's License ("CDL") pursuant to the Federal Motor Carrier Safety Act ("FMSCA") and assists with maintaining compliance with the Federal Motor Carrier Clearinghouse mandate; and

Whereas, Town of Arietta desires to participate in BOCES program of Drug and Alcohol Testing; and

Whereas, BOCES is willing to accept Town of Arietta into its Drug and Alcohol Testing program, subject to the terms and conditions set forth below and Town of Arietta's agreement to abide by the same.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is agreed as follows.

COVENANTS

1. Term and Termination.

This initial term of this agreement shall be for one fiscal year, July 1, 2025 through June 30, 2026, and will automatically renew for successive one-year terms unless either Party provides notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current term. Fees will be a mutually agreed upon reimbursement rate for services for the successive years.

In accordance with Section 41 of the State Finance Law, neither Party shall have any liability under this Agreement, or to anyone else beyond funds appropriated and available for this Agreement.

Both Parties reserve the right to terminate this Agreement upon providing sixty (60) days written notice to the other.

2. Program Description.

BOCES assists school districts and other municipal entities in complying with FMSCA drug and alcohol testing rules and regulations related to of bus drivers and others holding a commercial driver's license or a commercial learner's permit. BOCES additionally assists school districts and other

municipal entities with maintaining compliance with the Federal Motor Carrier Clearinghouse mandate. BOCES may assist with drug and alcohol screening for non-regulated employees as well as coordinate the provision of drug and alcohol awareness training for supervisors, bus drivers, and other CDL holders.

3. **Scope of Work.**

A. Alcohol Testing Services shall include, but not be limited to:

- Provide a certified Breath Alcohol Technician (BAT) to perform testing.
- Provide an approved (and calibrated) evidential breath measurement device.
- Provide testing and record keeping in accordance with the regulations.
- Report positive test results to BOCES/employer immediately.
- All testing services shall be in accordance with Federal DOT and any applicable State regulations.

B. Urine Collection Process shall include, but not be limited to:

- Provide on-site collection for pre-employment, random sampling, reasonable suspicion, post-accident, and other tests that may be required for NIDA/DOT panel test (specimen collection must be done in accordance with the DHHS regulations).
- Chain-of-custody forms shall be submitted to BOCES and the MRO within twenty-four hours of collection.
- Monitoring of the collection process.
- Contractor performing the collection shall be certified by an approved body.
- All collection services shall be in accordance with Federal DOT and any applicable State regulations.
- BOCES will direct the Contractor as to the SAMHSA/NIDA and DOT certified laboratory to use. BOCES will have the laboratory under contract and all samples will be sent to the laboratory BOCES has selected.

C. Medical Review Officer (MRO) Services shall include, but not be limited to:

- Provide standard operating procedures and time frames for contacting employees who have tested positive. All positive tests reported to the employer by the MRO, in which the MRO did not discuss the results with the driver, shall be so noted and be accompanied by complete documentation of the MRO's efforts to contact the driver. The documentation must include contacts made with an employer's designated management official.
- Provide certified MRO services to receive all test results from the laboratory for negative and positive determination.
- The MRO shall contact employees for medical information, if required.
- The MRO shall investigate information, review it, and make a determination as to the positive or negative status of substance use.
- Communicate test results in legally accepted format to BOCES and its clients. Provide format example that is acceptable to BOCES. Negative results will be forwarded to BOCES within five (5) work days. BOCES and its clients will be notified, as soon as practicable, of positive results and paperwork will be required within two (2) working days of notification.
- Documentation of all test results in accordance with the applicable rules and regulations.

- All MRO services shall be in accordance with Federal DOT regulations and any applicable State regulations.

D. Laboratory Services shall include, but not be limited to:

- Contracting with, and directing collected samples be submitted to, a drug testing laboratory or laboratories as provided in 49 CFR Part 40, Subpart F.

4. BOCES Responsibilities.

- BOCES will contract with independent contractors to perform on-site urine specimen sample collections and alcohol testing.
- BOCES will contract with a SAMHSA/NIDA and DOT certified laboratory (49 CFR Part 40, subpart F) for required specimen testing and will instruct that samples collected be directed to the contracted laboratory for testing.
- BOCES will contract for MRO Services as described above.
- All collection/testing/MRO services shall be in accordance with FMCSA, Federal DOT and any applicable State regulations, including but not limited to the United States Department of Transportation Rule 49 CFR Parts 40 & 49 and CFR Part 382 otherwise known as the Omnibus Transportation Act of 1991 enacted on October 28, 1991.

5. Town of Arietta Responsibilities.

- Town of Arietta will refer only individuals subject to FMCSA drug and alcohol testing who have confirmed enrollment in FMCSA Drug & Alcohol Clearinghouse and/or individuals who are holders of a commercial driver's license or a commercial learner's permit.
- Town of Arietta will ensure driver trainee compliance to program policies and procedures.
- Town of Arietta will ensure that its employees appear as required for drug and alcohol testing procedures and acknowledges that it will be charged a "no show" fee for employees that fail to appear as scheduled and a "cancellation" fee if a scheduled drug or alcohol testing procedure appointment is cancelled on less than two (2) business days notice to the Collecting/Testing Contractor by telephone with a confirming email.
- Town of Arietta will in consideration of the services provided, compensate BOCES according to the annexed fee schedule.

6. Fees.

Fees will be charged for the following as detailed in the fee schedule annexed at "Addendum A":

- An administrative/subscription fee (charged on an annual basis).
- A per-person fee for each drug specimen collection/alcohol test.
- A per-specimen fee for each "bottle B" drug specimen submitted to an alternate laboratory for analysis/testing.
- A fee for MRO services occasioned by a report of a positive drug or alcohol test result.
- A "no show" fee in the event of a failure of an individual to appear for a scheduled drug test specimen sample collection or a scheduled alcohol breath test.

- A “cancellation” fee if a scheduled drug test specimen sample collection or a scheduled alcohol breath test is cancelled on less than two (2) business days notice to the Collecting/Testing Contractor by telephone with a confirming email.

7. **Insurance.**

BOCES agrees to carry and maintain insurance in effect at all times throughout the performance of its responsibilities under this agreement, to include general liability, excess/umbrella, and business auto insurance coverage. The levels of such insurance coverage shall be set at customary standard levels, as determined by the BOCES. Evidence of such coverage, including coverage amounts, shall be provided to Town of Arietta upon Town of Arietta’s written request.

8. **Indemnification.**

Town of Arietta shall, to the fullest extent allowed by law, indemnify and hold harmless BOCES, and its officers, directors, agents, representatives and employees for any and all losses, damages, costs and expenses (including reasonable attorney’s fees) caused by or arising out of any negligent acts or omissions of Town of Arietta, its agents, employees, or representatives in the course of the performance of this agreement. This duty shall survive the expiration or termination of this agreement.

9. **Limitation of Liability.**

Town of Arietta, affirmatively and without reservation, agrees that the full extent of any and all BOCES liability shall be limited to that amount of insurance coverage provided by the BOCES under the terms of this agreement.

10. **Notices.**

Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by a recognized overnight courier service, with delivery confirmation, to the other party at its address set forth below:

If to the District:
Assistant Superintendent for Business
Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services
20104 State Route 3
Watertown, NY 13601
Phone: (315) 779-7020

If to the Town of Arietta:
[Name]
[Address]

11. **Miscellaneous Provisions.**

- **Authorization.** The Parties hereby acknowledge that this Agreement has been properly authorized pursuant to the process and procedure established by their respective governing boards.
- **Entire Agreement.** This Agreement, including the attached Addendum, represents the entire agreement of the Parties with respect to the subject matter thereof and may not be modified, changed, altered or extended except in writing duly signed and acknowledged by the Parties.
- **Governing Law, Jurisdiction, and Venue.** This Agreement shall be interpreted by and in accordance with the laws of the State of New York except that there shall be no presumption against either party as the draftsman in the interpretation of this Agreement by any court. Any legal action brought relating in any way to this Agreement shall be brought exclusively in a court of competent jurisdiction located in and for Jefferson County, New York in accordance with the rules of such court, and each party expressly consents to the venue and jurisdiction of such court(s).
- **Waiver.** Failure or delay by either Party in exercising any right or power under this Agreement shall not operate as a waiver thereof.
- **Invalidity.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void or unenforceable, the illegality or unenforceability of such provision shall not impair the enforceability of any other provision of this Agreement.
- **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together shall constitute one and the same Agreement. A facsimile or other electronic copy of a signature on this Agreement shall for all purposes be deemed to be an original.
- **Survival.** All provisions of this Agreement that by their terms may require performance by a Party following the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have affixed their respective signatures below.

Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES:

By: Stephen J. Todd, District Superintendent

Date

TOWN OF ARIETTA:

By: [Name], [Title]

Date

Addendum A

**** The specific fees as outlined below may be adjusted based on changes/ fluctuations in market pricing and costs of personnel, supplies, and required equipment. Town of Arietta will be notified, in writing, of proposed fee adjustments no less than sixty (60) days prior to their implementation.**

ANNUAL CHARGES:

Administration Fee: \$450.00

QUARTERLY CHARGES:

Random Drug Test: \$85.00 per test
Random Alcohol Test: \$48.00 per test

Random testing is completed at employer's facility, except when an employee is not available for testing an alternate may need to be used.

Cost of each test includes collector, laboratory, medical review officer & shipping charges.

SPECIALTY TESTS:

	<u>Substance:</u>	<u>Alcohol:</u>
Pre-employment	\$93.00	\$58.00
Post-accident	\$93.00	\$58.00
Reasonable Suspicion	\$93.00	\$58.00
Return-to-Duty	\$93.00	\$58.00
Follow-up	\$93.00	\$58.00
Other	\$93.00	\$58.00
Rapid Tests (Non-DOT)	\$80.00	

Cost of each substance test includes collector, laboratory, medical review officer & shipping charges.

MISCELLANEOUS CHARGES:

Laboratory Testing Fee (Confirmation test, if required)	\$ Per Specimen Tested
<i>A per-specimen fee for each "Bottle B" specimen submitted to an alternate laboratory for analysis/testing</i>	
Handling/Shipping Charge (if required)	\$ Alternate Lab Fee
After-Hours Fee (if required)	\$ Collection Site Fee
Observed Test Fee (if required)	\$ Collection Site Fee
Positive Alcohol Confirmation (if required):	\$55.00
Mileage/Collector Fee per hour (if required):	\$50.00

(Specialty tests situations ONLY where the collector is not scheduled to be on site)

Medical Review Officer (MRO) Services:

Per Individual MRO Intervention (Positive or non-negative results) (if required) \$125.00

TOWN OF ARIETTA

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

April 7, 2025, at 5:00 pm

Resolution # 24-04-20

Subject: A Resolution to Adopt the Town of Arietta Implementing Legislation on Public Access to Records

Resolution Offered By: _____

WHEREAS: the Town of Arietta is deemed an Agency under Article 6 of the New York Public Officers' Law; and

WHEREAS: Article 6 requires all public agencies to issue regulations in conformance with Article 6 of the Public Offices Law establishing the New York State Freedom of Information Law (FOIL); and

WHEREAS: upon the anticipated codification of this, the Arietta Town Board as per the legislative update mandates, has reviewed and will accept the attached foil request form and policy, and

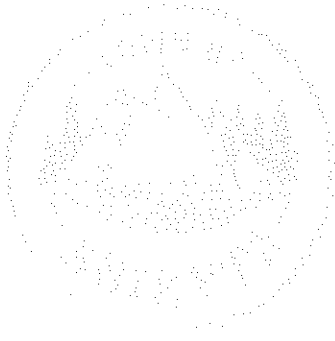
THEREFORE, LET IT BE RESOLVED: that the Town Board of the Town of Arietta hereby Adopts the Following Legislation and directs the Town Clerk to publish a Public Notice of this legislation to all official places and newspaper: Hamilton County Express.

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 _____

Date: April 7, 2025

Town Clerk



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

Freedom of Information Law POLICY

Section 1 Purpose and Scope:

1. People's right to know the government's decision-making process and the documents and statistics leading to determinations is basic to our society. Access to such information should not be unsuccessful by hiding it with the mask of secrecy or confidentiality.
2. These regulations provide information concerning the procedures by which records may be obtained.
3. Personnel shall furnish the information and records required by the Freedom of Information Law, as well as records otherwise available by law.
4. Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records.

Section 2 Designation of Records Access Officer:

1. The Town Board is responsible for ensuring compliance with the regulations herein and designates the following person as the Records Access Officer: Town Clerk, Town of Arietta, 1722 State Route 8, Piseco, NY 12139.
2. The Records Access Officer is responsible for ensuring appropriate Town responses to public requests for access to records. The designation of a Records Access Officer shall not be construed to prohibit officials who have in the past been authorized to make records or information available to the public from continuing to do so. The Records Access Officer shall ensure that Town personnel:
 - a. maintain an up-to-date subject matter list;
 - b. assist the requester in identifying the records;
 - c. contact requesters seeking records when a request is voluminous or when locating the records involves substantial effort that so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested;
 - d. upon locating the records, take one of the following actions:
 - i. make records available for inspection; or
 - ii. deny access to the records in whole or in part and explain in writing the reasons therefor;
 - e. upon request for copies of records:
 - i. make a copy available upon payment or offer to pay established fees, if any, per Section 9; or
 - ii. permit the requester to copy those records;



- f. upon request, certify that a record is a true copy; and
- g. upon failure to locate records, certify that:
 - i. Town is not the custodian for such records, or
 - ii. the records of which Town is a custodian cannot be found after a diligent search.

Section 3 Location:

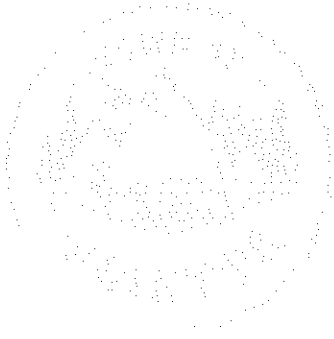
Records shall be available for public inspection and copying at the Town Clerk's Office, Town Offices, 1722 State Route 8, Piseco, NY 12139.

Section 4 Hours for Public Inspection:

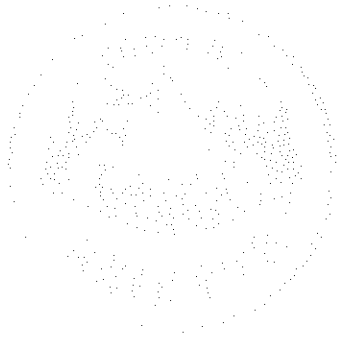
Requests for public access to records shall be accepted in person, in writing, or by fax or email, and records shall be produced during all hours regularly open for business.

Section 5 Requests for Public Access to Records:

1. A written request may be required, but oral requests may be accepted when records are readily available.
2. If records are maintained on the internet, the requester shall be informed that the records are accessible via the internet and in printable form either on paper or by saving to an information storage medium.
3. A response shall be given within five business days of receipt of a request by:
 - a. informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable that person to request records reasonably as described;
 - b. granting or denying access to records in whole or in part;
 - c. acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part; or



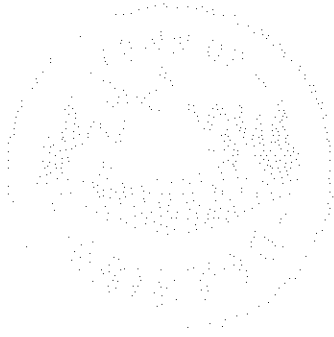
- d. if the receipt of the request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part.
4. In determining a reasonable time for granting or denying a request under the circumstances of a request, personnel shall consider the volume of a request, the ease or difficulty in locating, retrieving or generating records, the complexity of the request, the need to review records to determine the extent to which must be disclosed, the number of requests received by the Town, and similar factors that bear on the ability to grant access to records promptly and within a reasonable time.
5. A failure to comply with the time limitations described herein shall constitute a denial of a request that may be appealed. Such failures shall include situations in which an officer or employee:
 - a. fails to grant access to the records sought, deny access in writing, or acknowledge the receipt of a request within five business days of receipt of a request;
 - b. acknowledges the receipt of a request within five business days but fails to furnish an approximate date when the request will be granted or denied in whole or in part;
 - c. furnishes an acknowledgment of the receipt of a request within five business days with an approximate date for granting or denying access as a whole or in part that is unreasonable under the circumstances of the request;
 - d. fails to respond to a request within a reasonable time after the approximate date given or within twenty business days after the date of the acknowledgment of the receipt of a request;
 - e. determines to grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request, but fails to do so, unless the Town provides the reason for its inability to do so in writing and a date certain within which the request will be granted in whole or in part;
 - f. does not grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request and fails to provide the reason in writing explaining the inability to do so and a date certain by which the request will be granted in whole or in part; or
 - g. responds to a request, stating that more than twenty business days are needed to grant or deny the request in whole or in part and provides a date certain within which that will be accomplished, but such a date is unreasonable under the circumstances of the request.

**Section 6 Subject Matter List:**

1. The Records Access Officer shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether records are available according to subdivision two of Section eighty-seven of the Public Officers Law.
2. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.
3. The subject matter list shall be updated annually. The most recent update shall appear on the first page of the subject matter list.

Section 7 Denial of Access to Records:

1. Denial of access to records shall be in writing, stating the reason therefor and advising the requester of the right to appeal to the Town Supervisor, or the Deputy Supervisor upon the determination of the Supervisor, who shall be identified by name, title, business address, and business phone number in said writing.
2. If requested records are not provided promptly, as required in Section 5 of these regulations, such failure shall also be deemed a denial of access.
3. The Supervisor, or upon the Supervisor's determination, the Deputy Supervisor, shall determine appeals regarding denial of access to records under the Freedom of Information Law.
4. Any person denied access to records may appeal within thirty days of a denial.
5. The time for deciding an appeal by the Town Officer designated to determine appeals shall commence upon receipt of a written appeal identifying:
 - a. the date and location of requests for records;
 - b. a description, to the extent possible, of the records that were denied; and
 - c. the name and return address of the person denied access.
6. A failure to determine an appeal within ten business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.
7. The person designated to determine appeals shall transmit to the Committee on Open Government copies of all appeals upon receipt of appeals. Such copies shall be addressed to:
Committee on Open Government
Department of State
One Commerce Plaza
99 Washington Avenue, Suite 650
Albany, NY 12231



8. The person designated to determine appeals shall inform the appellant and the Committee on Open Government of its determination, in writing, within ten business days of receipt of an appeal. The determination shall be transmitted to the Committee on Open Government in the same manner as set forth by subdivision 7 of this section.

Section 8 Policy on the Release of Employee-Related Information Under FOIL

Purpose:

Under Article 6 of the Freedom of Information Law (FOIL), Chapter 302 of the Laws of 2024, all agencies must develop a policy to notify public employees if their disciplinary records are being released in response to a FOIL request. This policy shall ensure the proper notification requirements, contents of the notification, and delivery of the notification and define the records to be released.

Definitions:

1. FOIL – Freedom of Information Law (also referred to as Public Officers Law, Article 6, Sections 84-90)
2. Record – any information kept, held, filed, produced or reproduced by, with or for an agency or the state legislature, in any physical form whatsoever, including, but not limited to, reports, statements, examinations, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, rules, regulations or codes.

Notification Requirement:

The Town of Arietta will provide notice to current and former public employees if their employment records are subject to a FOIL request. Notification shall occur after the records are released, in line with the legislative intent to ensure minimal notice.

Content of the Notification:

The notification will include a statement informing the employee that their employment records have been released. While there is no requirement to provide a copy of the FOIL request or the released records, the Town will provide any records released to the employee.

Delivery of Notification:

The notice should be delivered in writing, either via regular mail or email depending on the availability of the employee's contact information. If a former employee is unable to be contacted, all reasonable efforts will be made, and these attempts will be documented. Such notification efforts shall be the responsibility of the Town Clerk.



Disciplinary Records:

The Town will use the definition of “disciplinary records” under Public Officers Law (POL) §86(6) for law enforcement, applying it to non-law enforcement employees. Counseling memos may also be classified as disciplinary records if they relate.

Section 9 Fees:

1. There shall be no fee charged for:
 - a. inspection of records;
 - b. search for records; or
 - c. any certification according to this part.
2. Copies may be provided without charging a fee.
3. Fees for copies may be charged, provided that:
 - a. the fee for copying records shall not exceed twenty-five cents (\$0.25) per page for photocopies not exceeding 9 x 14 inches.
 - b. the fee for photocopies of records over 9 x 14 inches shall not exceed the actual cost of reproduction; or
 - c. the Town has the authority to redact portions of a paper record and does so before disclosure of the record by making a photocopy from which proper redactions are made.
4. The fee the Town may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:
 - a. an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee’s time is necessary to do so; and
 - b. the actual cost of the storage devices or media provided to the person requesting compliance with such request; or
 - c. the actual cost to the Town of engaging an outside professional service to prepare a copy of a record, but only when a Town’s information technology equipment is inadequate to prepare a copy, and if such a service is used to prepare the copy.
5. When the Town can retrieve or extract a record or data maintained in a computer storage system with reasonable effort, or when doing so requires less employee time than engaging in manual retrieval or redactions from non-electronic records, the Town shall retrieve or extract such records or data electronically. In such cases, the Town may charge a fee per paragraphs (4)(a) and (b) above.
6. The Town shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of a Town employee’s time is needed or if it is necessary to retain an outside professional service to prepare a copy of the record.
7. The Town may require that the fee for copying or reproducing a record be paid in advance of the preparation of such a copy.



8. The Town may waive a fee as a whole or in part when making copies of records available.

Section 10 Public Notice:

A notice containing the title or name and business address of the Records Access Officers and appeals person or body and the location where records can be accessed shall be posted in a conspicuous location wherever records are kept and/or published in a local newspaper of general circulation.

Section 11 Severability:

If any provision of these regulations or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these regulations or the application thereof to other persons and circumstances.



PUBLIC NOTICE

By Order of the TOWN BOARD of the TOWN OF ARIETTA
Hamilton County, State of New York

YOU HAVE A RIGHT TO SEE PUBLIC RECORDS

The amended Freedom of Information Law, which took effect on January 1, 1978, gives you the right to access many public records.

The Town of Arietta has adopted legislation governing when, where, and how you can see public records. The legislation can be seen in all places where records are kept. According to this legislation, records can be seen and copied at: Town Clerk's Office, Town Offices, 1722 State Route 8, Piseco, NY 12139.

The following officials will help you to exercise your right to access:

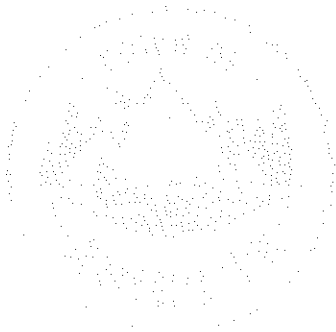
1. Town officials who have in the past been authorized to make records available; and
2. The Town's Records Access Officer:

Laura Morehouse, Town Clerk
Town of Arietta
1722 State Route 8
PO Box 37
Piseco, NY 12139
(518)548-3415

If you are denied access to a record, you may appeal to the following person(s) or body:

Chris Rhodes, Town Supervisor
Town of Arietta
1722 State Route 8
PO Box 37
Piseco, NY 12139
(518)538-3415

End of public notice



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

[DATE]

[Employee]

[Address]

FREEDOM OF INFORMATION LAW REQUEST NOTIFICATION

Please take note:

A freedom of information law ("FOIL") request/appeal was received by the Town on [DATE] that seeks your disciplinary records. The request for information cannot be provided to you due to confidentiality. An initial response has/not been issued as of this date. A final response is expected to be issued by [DATE]. Due to the obligations imposed on the Town pursuant FOIL, you will not be given a chance to object to the release of documents. However, the Town will review the documents to determine whether release is appropriate under FOIL while also considering your right to personal privacy. Should you wish to receive a copy of what was released, please provide a written request to the Town Clerk. If you have any questions regarding this notification, please feel free to contact the Town Supervisor.

cc: Personnel File

TOWN OF ARIETTA

At a special 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:

January 17, 2023

Resolution # 23-01-09

Subject: **Resolution by the Town Board of the Town of Arietta to Establish a Meal Reimbursement Policy for Employees**

Resolution Offered By: Christy Witt

WHEREAS: the Town Board of the Town of Arietta desires to establish a meal reimbursement policy when employees are traveling on behalf of the Town of Arietta, and

THEREFORE, LET IT BE RESOLVED that:

- I. Individual in-county (Hamilton County, NY) meals are not reimbursable, with the exception of training and conferences.
- II. Meals are reimbursable in conjunction with out-of-county travel as follows (including tax & tip):
 - A. With receipts, the Town will reimburse up to:
 - Breakfast - \$15.00
 - Lunch - \$20.00
 - Dinner - \$35.00
 - B. Without receipts, the Town will reimburse up to the per diem amounts (including tax & tip):
 - Breakfast - \$4.00
 - Lunch - \$6.00
 - Dinner - \$15.00
 - C. The guidelines for meal reimbursement will also include the following timing requirements which apply to day trips and the day of departure and the day of return for overnight travel:
 1. Breakfast is only reimbursable if the employee is required to leave home or work before 6:00 a.m. on the day for which reimbursement is sought.
 2. Lunch is only reimbursable if the employee is required to leave home or work before 11:00 a.m. and not able to return until after 2:00 p.m. on the day for which reimbursement is sought.
 3. Dinner is only reimbursable if the employee is required to leave home or work prior to 4:00 p.m. and not able to return until after 7:00 p.m. on the day for which reimbursement is sought.
 - D. All of the above guidelines refer to a necessity for the Town, and necessary and reasonable expense.
 - E. The Town is not responsible for any meal expenses which are in excess of the guidelines or that do not comply with the guidelines.
 - F. The Town will not reimburse for beverages with alcohol.
 - G. If meals are included in any conference fee, then the aforementioned caps do not apply, however, if the employee elects to eat food other than that which is provided, the Town will not reimburse that expense.
- III. Any travel which requires an employee to travel to New York City and the immediate area will be exempted from the meal caps. but only as a reimbursement with receipts.

Memorandum of Understanding (MOU) - 370 Old Piseco Rd Predevelopment

Between

Housing Assistance Program of Essex County, Inc. dba Adirondack Roots -103 Hand Avenue, PO Box 157, Elizabethtown, NY 12932 ("Non-Profit")

and

Town of Arietta, ("Landowner")

Effective Date: _____

1. Purpose

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between Adirondack Roots and the Town of Arietta to collaborate on the predevelopment phase of 370 Old Piseco Rd ("Project"). The primary purpose of this MOU is to outline the contributions of both parties and their mutual commitment to developing obtainable housing units on the land owned by the Landowner.

2. Responsibilities of the Non-Profit Organization

The Non-Profit agrees to provide the following resources during the predevelopment phase:

2.1 Financial Resources

- The Non-Profit will contribute a cash amount of up to \$45,000 for predevelopment activities, including but not limited to feasibility studies, environmental assessments, architectural design, and planning approvals.

2.2 Time and Labor

- The Non-Profit will dedicate staff time to support project management, coordination with consultants, and overall project oversight.
- Non-Profit staff will attend meetings with local authorities, assist in navigating regulatory requirements, and participate in community outreach efforts.

2.3 Relationships and Networking

- The Non-Profit will leverage its established relationships with government agencies, community organizations, and potential funding sources to support the Project.
- The Non-Profit will assist the Landowner in seeking grants, subsidies, or other financial incentives that may facilitate the construction of obtainable housing units.

3. Responsibilities of the Private Landowner

The Landowner agrees to the following commitments in exchange for the resources provided by the Non-Profit:

3.1 Development of Attainable Housing Units

- The intent of the development is to meet the demand of the low to moderate income market, namely 80% - 200% of AMI, and units will be priced accordingly.

3.2 Land Availability and Predevelopment Activities

- The Landowner will make the land available for the development of obtainable housing

3.3 Collaboration and Reporting

- The Landowner will collaborate with the Non-Profit on key predevelopment decisions, ensuring that both parties input is considered in the planning process.
- The Non-Profit will provide regular updates to the Landowner regarding the status of predevelopment work, including milestone achievements and challenges.

4. Mutual Understandings

4.1 Collaboration and Decision-Making

- Both parties agree to work cooperatively to ensure the successful predevelopment and eventual construction of the obtainable housing units.

4.2 Duration and Termination

- This MOU will remain in effect until the completion of the predevelopment phase, estimated to be 12/31/2025, unless extended by mutual agreement or terminated by either party.
- Either party may terminate this MOU by providing 60 days written notice to the other party.

5. Commitment to Obtainability

- Adirondack Roots Mission recognizes community development and housing needs, advocates for change, and responds to opportunities within the Adirondack Region.
- Following the predevelopment phase, if the landowners pursues a development that does not integrate an obtainability component, the non profit may recapture all predevelopment funds

6. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information and sensitive financial or development-related information, except as required by law or with the consent of the other party.

7. No Legal Obligation

This MOU outlines the intentions of both parties but does not create any legally binding obligations. The parties intend to negotiate and enter into a legally binding agreement for the construction and development of obtainable housing units following the predevelopment phase.

8. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the state of New York.

9. Signatures

For Adirondack Roots:

Name: _____

Title: _____

Date: _____

For Town of Arietta:

Name: _____

Title: _____

Date: _____
