

Town of Olive
County of Ulster
State of New York
Monday, April 11, 2016

Minutes of the Town Board audit meeting/Special meeting with Police Commission of the Town of Olive, held Monday, April 11, 2016, 6:00 pm at the Town Meeting Hall in Shokan, NY.

Members Present: Sylvia Rozzelle, Supervisor
James Sofranko, Board Member
Peter Friedel, Board Member
Drew Boggess, Board Member
Scott Kelder, Board Member

Recording Secretary: Dawn Giuditta, Town Clerk

Others Present: Brian Burns, Highway Superintendent; Gene Sorbellini, Recreation Director; Michael Richardson, Labor Consultant; John Kurz, Police Commissioner; Earla VanKleleck, Police Commissioner; Bob Krause, Police Commissioner, Don Baker, Police Chief

Sylvia Rozzelle, Town Supervisor, called the meeting to order at 5:59 pm.

On a Rozzelle/Boggess motion the Town Board withdrew to executive session at 6:00 to discuss PBA union negotiations. Those in attendance during executive session were the Town Board; Police Commissioners, John Kurz, Earla VanKleleck, Bob Krause; Don Baker, Police Chief; Michael Richardson, Labor Consultant; Dawn Giuditta, Town Clerk.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

On a Rozzelle/Friedel motion the Town Board adjourned from executive session to reconvene the regular scheduled audit meeting at 7:38 pm.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

The Town Board audited the monthly bills.

The Town Board discussed the following issues:

1. Dog Control Officer Julie Scott has resigned as of May 1, 2016. The Town Board discussed separating the position of Dog Control Officer and Kennel Maintainer.
2. Hamlet Designation
3. CWC NYS Catskill Park Smart Growth Implementation Grant- Board Member Sofranko attended a meeting about this grant. It is for signage throughout the Town directing people toward recreation purposes.
4. The Town Board discussed NYCDEP property being designated for recreational use including hunting.
5. Recreation Director, Gene Sorbellini requested that the Town Board approve the use of community service individuals to help stain benches and bleachers at Shokan and Davis Park. Gene also suggested putting roof vents in bathrooms. Another issue discussed was adult usage of the showers at the Town Pool.
6. Highway Superintendent Brian Burns suggested getting signs for all parks in Town including Tongore field concerning cleaning up after dogs walked in these parks.
7. The contract with the Olive First Aid Unit was briefly discussed. The Town Board has just received the contract and did not have a chance to review it thoroughly.

All pertinent business having been conducted the Town Board on a Rozzelle/Boggess motion adjourned the meeting at 9:05 pm.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

Dawn Giuditta, Town Clerk

Town of Olive
County of Ulster
State of New York
Tuesday, April 12, 2016

Minutes of the monthly meeting of the Town of Olive Town Board, held Tuesday, April 12, 2016, 7:00 pm at the Town Meeting Hall in Shokan, NY.

Members Present: Sylvia Rozzelle, Supervisor
Drew Boggess, Board Member
James Sofranko, Board Member
Peter Friedel, Board Member
Scott Kelder, Board Member

Recording Secretary: Dawn Giuditta, Town Clerk

Others Present: Brian Burns, Highway Superintendent; Gene Sorbellini, Recreation Director; Bill Cook, Assessor; Jim Mays, ZBA Chairman & Conservation Advisory Council; John Kurz, Police Commissioner; Donald Baker, Police Chief; Ternice Winne, Olive Day Committee; Lori Wright, Recreation Committee; Maraleen Manos-Jones, Conservation Advisory Council; Carl Swenson, Deputy Emergency Management Coordinator; Carl Davis, NYCDEP Shokan Regional Manager; John Vickers, NYCDEP Chief of Water Operation; Adam Bosch, Director of Public Affairs; David Quentin, M.E.M, NYCDEP

Supervisor Rozzelle called the meeting to order at 7:00 pm.

On a Boggess/Rozzelle motion, the Town Board approved the March 2016 minutes.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

Presentations:

Carl Davis, NYCDEP Shokan Regional Manager addressed the Town Board with an update on the pilot program performed in 2015 at two test sites along Route 28A. The pilot program was established to find a natural alternative to Glyphosate, which the NYCDEP uses along the guardrails to minimize plant growth. Mr. Davis introduced David Quentin a scientist with the NYCDEP whom supervised the pilot program. Mr. Quentin explained that two test sites were chosen, one from Whispell Road to West Shokan Heights Rd and the other along Rt. 28A by the Ben Nesin Laboratory. The two products tested were Burnout II derived from clove oil and citric acid and Finale derived from 2 species of fungi. The NYSDEP sprayed the test areas with both products in July 2015. They reviewed the results two weeks after the initial spraying and on September 2nd after the growing season. The results of the pilot program were Burnout II proved to be ineffectual, however; Finale was found to be a suitable replacement for Glyphosate.

Maraleen Manos-Jones was in attendance for the presentation and voiced her concern for the pollinators.

Correspondence:

#43-16

On a Rozzelle/Friedel motion, the Town Board approved Kathryn Fisher and Jared Fisher as Olive Fire Department members.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

#44-16

Letter of resignation from Julie Scott as Dog Control Officer as of May 1st.

#45-16

Letter from Henry Bernstein, III thanking Officer Barry Creagan for his assistance.

#46-16

NYSDOT will be installing centerline rumble strips on Route 28 beginning in late July early August.

#47-16

“Catskill Watershed Corporation received a NYS Catskill Park Smart Growth Implementation Grant to develop a system of wayfinding signs for recreational resources in the greater Catskill Park region.”

#48-16

Paul Lenz, NYCDEP asking for local consultation for Parcel #8942 SBL 37.73-1-25.2 on opening the parcel up for recreational use.

#49-16

Coalition of Watershed Towns- Clarification of category 1 in “NYC Funded Flood Buyout Program Property Evaluation and Selection Criteria”

#50-16

Officer Patricia Vincent resigns from the Town of Olive Police Department.

On a Rozzelle/Sofranko motion, the Town Board requests the Town Clerk send a letter of thank you and good luck to Officer Vincent.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

Approve Payment of Audited Bills: On a Rozzelle/Boggess motion, the Town Board approved the following payments:

AYE- Boggess, Kelder, Sofranko, Friedel and Rozzelle **Nay**

Approve Payment of Audited Bills:

General Fund Voucher #112-#169	\$41,434.68
General Fund Prepaid Voucher # 110-#111	\$ 3,354.42
Highway Vouchers #90-#124	\$13,032.85
Special Lighting Prepaid Voucher #3	\$ 60.09
Special Lighting Voucher #4	\$ 59.75
Sewer District Vouchers #16091-#16107	\$30,781.27
Special Fire district Voucher #2	\$ 4,080.00

Cash Received:

Cash Received for February 2016	\$138,854.55
Interest Received for February 2016	\$ 48.16

Additional Business:

On a Rozzelle/Friedel motion the Town Board approved the Shared Services Contract.

Resolution #10 of 2016
Town of Olive
Contract of Shared Services

Resolution Authorizing the Chief Executive Officer to sign an agreement on behalf of the Town which authorizes the Superintendent to directly contract with the Superintendents or persons holding similar public office in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting of machinery and equipment, including the operators thereof, for the purpose of aiding the Superintendent in the performance of his/her duties

WHEREAS all municipalities, including the Town of Olive have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities, and

WHEREAS, all municipalities, including the Town of Olive have the power and authority to borrow or lend materials and supplies to other municipalities, and

WHEREAS, it is hereby determined that the Town and other municipalities have machinery and equipment which is not used at all times but lie idle during certain periods, and

WHEREAS, it is determined that the Town and other municipalities often have materials and supplies on hand which are not immediately needed, and

WHEREAS, it is hereby determined that by the renting, borrowing, exchanging or leasing of highway machinery and equipment and the borrowing or lending of materials and supplies, the Town and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or keeping a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and

WHEREAS, it is recognized and determined, from a practical working arrangement, that no program of borrowing, leasing or renting of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session, and

WHEREAS, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be quickly obtained with a minimum of paperwork and inconvenience and with a swift approval process, and

WHEREAS, it is the intent of this Town Board to give the Superintendent the authority to enter into renting, exchanging, borrowing and lending agreements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual agreement, and

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities which contract will grant the person holding the position comparable to that of superintendent authority to make similar agreements, and

WHEREAS, it is hereby determined that it will be in the best interest of the Town to be a party to such an agreement,

NOW THEREFORE BE IT RESOLVED that the chief executive officer of the Town of Olive is hereby authorized to sign on behalf of the Town, the following contract:

CONTRACT OF SHARED SERVICES

1. For the purposes of this contract, the following terms shall be defined as follows:

a. "Designated Filing Agent" shall mean the central place where all similar contracts for highway shared services are filed as agreed upon by all participating municipalities.

b. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect with the designated filing agent as defined herein.

c. "Contract" shall mean the text of this agreement which is identical in terms and effect with similar agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

d. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

- i. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
- ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
- iii. The providing of a specific service for another municipality, conditioned on such other municipality providing a similar service of equal value in exchange.

e. "Superintendent" shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, "superintendent" shall mean the town superintendent of highways; in the case of a village, "superintendent" shall mean the superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has filed a similar contract in the office of the designated filing agent and which has sent a notice of such filing to the officer signing this agreement and the Superintendent of the Town of Olive.

3. The undersigned municipality by this agreement grants unto the Superintendent the authority to enter into any shared service agreement with any other municipality or other municipalities subject to the following terms and conditions:

a. The Town of Olive agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town. The determination as to whether such machinery, with or without operators, is needed by the Town shall be made by the Superintendent. The value of materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Superintendents.

b. The Town of Olive agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the interests of the Town of Olive to lend to any other municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Olive by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by mutual agreement of the respective Superintendents.

c. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

d. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

e. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

f. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared agreement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service, shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as set forth in the memorandum.

7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in e of section 3 of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

11. Any party to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by paragraph 1 of this contract, within the definition of "Municipality". Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

13. A record of all transactions that have taken place as a result of the Town participating in the services afforded by this contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semi-annually on or before the first day of June and on or before the first day of December of each year following the filing of the contract with the designated filing agent, unless the town Board requests the submission of records at different times and dates.

14. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid proportion so modified or eliminated.

15. This contract shall be reviewed each year by the Town Board and shall expire five years from the date of its signing by the chief executive officer. The Town Board may extend or renew this contract at the termination thereof for another five year period.

IN WITNESS WHEREOF, THE SAID Town of Olive has by order of the Town Board, caused these presents to be subscribed by the chief executive officer, and seal of the Town to be affixed and attested by the Clerk thereof, this 12th day of April, 2016.

Town of Olive

By: _____
Sylvia Rozzelle, Supervisor, Town of Olive

Attest:

By: _____
Dawn Giuditta, Town Clerk, Town of Olive

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the designated filing agent and with the chief executive officer of the following municipalities:

Ulster County and all Towns within Ulster County.

Motion made by: Supervisor Rozzelle

Seconded By: Board Member Friedel

	Aye	Nay
Sylvia Rozzelle, Supervisor	<u> X </u>	_____
Drew Boggess, Board Member	<u> X </u>	_____
Scott Kelder, Board Member	<u> X </u>	_____
Jim Sofranko, Board Member	<u> X </u>	_____
Peter Friedel, Board Member	<u> X </u>	_____

Dated this 12THDay of April 2016

Dawn Giuditta, Olive Town Clerk

On a Rozzelle/Sofranko motion, The Town Board approved maintaining Hamlet Designation as described in Resolution #3 of 2011 (#51-16)

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

On a Rozzelle/Kelder motion, the Town Board approved Highway Superintendent to bid on Auctions International for miscellaneous guardrails, posts, and hardware.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

Announcements:

Mother’s Day Pancake Breakfast, May 7th 7am-11am at the United Methodist Church in Samsonville

Boy Scout Troop 163 Free Soup Dinner 6pm at Olive Free Library held every 4th Thursday of each month, the next dinner is April 28, 2016

Benefit for Dave Thomas, Sunday May 1st 2pm-6pm at the Boiceville Inn.

Harlem Wizards will be at Oteora May 4th 7pm

Ulster County Resource Recovery Agency Household Hazardous Waste- for more information and to schedule an appointment please go to: <http://www.ucrra.org/household-hazardous-waste/>

The Bennett 4th Grade Class ART Exhibit being held at the Olive Free Library.

On a Sofranko/Rozzelle motion, the Town Board request the Town Clerk send a letter thanking the 4th graders for choosing our library.

AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

Committees & Commission Chairs & Liaisons:

Town Buildings—Jim Sofranko & Scott Kelder, Co-Chairs

The Davis Park Pavilion Roof and the new addition over the grill area has been completed. The Swings at the Shokan Park were relocated next to the tennis courts. All this has been completed thanks to the Highway Department. There are other projects in the works that the Committee hopes to complete this year.

Olive Wastewater Advisory Committee—

No Report

Cable Franchise Negotiations Committee—Jim Sofranko, Chair

The Committee did not meet, however; Board Member Sofranko did speak with Susan Holt, UC Representative for Mid-Hudson Regional Economic Development Council for cable buildout.

Parks & Recreation Committee—Scott Kelder, Liaison

Accepting applications for Counselors and Life Guards. The Town received a letter from the 3rd grade basketball program thanking the Town for the basketball program. (#57-16)

Highway Department- Superintendent Brian Burns

Due to frost in February the Highway spent time digging out ditches and shoulder work. As of March 1st the new vehicle lifts were put into service. Hillside Bridge is moving forward in the funding. The Highway Dept. is still working on clearing ash trees and preparing to pave about 1 mile of Upper Boiceville Rd and Brunel Dr. The last shipment of salt was received and the salt shed is filled to capacity.

Police Commission—Drew Boggess, Liaison

Calls for January (#52-16)

Calls for Service: 68

Abandoned 911-	1	Disorderly Subject	1	Medical	2
Aggravated Harass	1	Domestic Dispute	2	Mental Health Law	4
Animal Comp.	3	Fireworks Comp.	1	Missing Person	1
Automatic Alarm	7	Juvenile Comp	1	Motorist Assists	3
Civil Matters	2	ID Theft	1	Larceny	1
Lockout	2	Lost/Found Property	2	Phone Fraud	1
Property Retrieval	1	Suspicious Activity	7	Suicide	1
Traffic Accidents	6	Traffic Complaints	5	Traffic Hazard	1
Welfare Check	2	Assist other Agency	10		

Residential /Commercial Security Checks: 697

Community Oriented Policing (School): 13

Arrests: 3 Mental Health Law

Traffic Tickets- 22 Vehicle & Traffic Misdemeanors- 2 Aggravated Unlicensed Operation

Town Clerk---Dawn Giuditta

The Town Clerk Monthly Revenues for March 2016 \$44,186.67 (#53-16)

Olive Fire Department- Chief Christopher Winne (#54-16)

Auto Accidents- 2	Structure Fire- 2	Mutual Aid- 7	Automatic Alarm- 1
Smoke Investigation- 2	Wires Down- 2	Brush Fire- 3	Hazardous Materials-1
Control Burn- 1			
Total Calls- 21			
Drills- 3			
Meetings- 2			
Work Detail- 1			

Scenic Byway—Drew Boggess

The website is still being worked on and local businesses can sign up to advertise on it. Website address is **sceniccatskills.com**. Fleischmanns had the 1st event, Maple Fest. The next event will be in June.

Olive Day Committee- Drew Boggess, Liaison

The Committee met and Olive Day should be about the same. There will still be activities for the kids like frog jumping, there will Bossy Bingo. Dorraine Scofield should be playing with her Trio from 10am-12pm.

Conservation Advisory Council-- Jim Sofranko, Liaison

The Committee met and discussed having a solar forum for residential properties. The Committee also discussed a promotional campaign at the Transfer Station for Recycling and composting.

**Supervisor's Report-
Highway Dept. Labor: (#55-16)**

March 2016	
General Fund-	\$ 395.52
American Legion-	\$ 593.28
Police Dept.	\$ 293.48
Transfer Station	\$ 1,186.56
Parks	<u>\$11,837.12</u>
Total	\$14,305.96

Bushkill Stream Update- the Engineer firm of Maloney & MacBroom has been hired to repair the channel of the Bushkill from the Maltby Hollow down. Phase I will be the engineer design and phase II the work to be completed.

Rail Trail- an Engineer was hired, the design should be started in June. There will be several public meetings for input with construction starting in 2017 to begin in Shokan and Hurley.

Community Rating System- the Town was going to join the community rating system as part of a grant, however; in the new remapping 18 properties were taken out of the flood zone mainly located in West Shokan. There is a possibility that the Town would not pass a community assisted visit, where the records of the Town are reviewed for the last 5 years. Supervisor Rozzelle will be going back to the grant application to revise the scope of services for public education to residents in the flood zone.

Supervisor Rozzelle received the contract form Olive First Aid, she will meet with the Town Attorney to review it.

All pertinent business having been conducted the Town Board adjourned the meeting at 8:52 pm in memory of Eugene De Mayo
AYE- Boggess, Kelder, Sofranko, Friedel, Rozzelle **Nay**

Dawn Giuditta, Town Clerk

Town of Olive
County of Ulster
State of New York
Monday, April 18, 2016

Minutes of the special meeting of the Town of Olive Town Board, held Monday, April 18, 2016, 3:30 pm at the Town Offices in West Shokan, NY.

Members Present: Sylvia Rozzelle, Supervisor
Drew Boggess, Board Member
James Sofranko, Board Member
Scott Kelder, Board Member

Members Not Present: Peter Friedel, Board Member

Recording Secretary: Susan Henderson, Deputy Board Member

Others Present: Jim Mays, ZBA and Conservation Advisory Council, Chairman

Sylvia Rozzelle, Town Supervisor, called the meeting to order at 3:30 pm.

On a Rozzelle/Boggess motion the Town Board approved Milone and MacBroom Engineering as the Engineer Firm for the CDBG-Disaster Recovery New York Rising Community Reconstruction.

Resolution #11 of 2016

Town of Olive

Approve Milone and MacBroom Engineering, Inc. as the Engineer Firm for the CDBG-Disaster Recovery New York Rising Community Reconstruction "Bushkill Stream and Stream Bank Rehabilitation" Project

WHEREAS, the Town of Olive Request for Qualifications Evaluation Committee has recommended Milone and MacBroom, Inc., for this project; and

WHEREAS, the Town of Olive Supervisor has permission, through a Subrecipient Agreement between the Town of Olive and the Governor's Office of Storm Recovery, to sign documents pertaining to this project; and

WHEREAS, the Governor's Office of Storm Recovery has reviewed the process utilized by the Town of Olive in its procurement of engineering services and consents to the Town entering into a contract with the aforementioned firm.

NOW THEREFORE BE IT RESOLVED, by the Town of Olive Town Board, acting as the governing authority of the Town of Olive, certifies approval of the Town to execute a contract with Milone and MacBroom, Inc. to perform engineering design services for the above named project.

AND MOVES ITS ADOPTION

Motion made by: Supervisor Rozzelle
Seconded By: Board Member Boggess

Table with 4 columns: Name, Aye, Nay, Absent. Rows include Sylvia Rozzelle, Supervisor; Drew Boggess, Board Member; Scott Kelder, Board Member; Jim Sofranko, Board Member; Peter Friedel, Board Member.

Dated this Day of April 2016

Susan Henderson, Deputy Town Clerk

Jim Mays, ZBA Chairman was in attendance to discuss with the Town Board an application in front of the ZBA concerning Charles Groeters in home business. It was decided that Supervisor Rozzelle mediate the issue with Mr. Groeters.

There was also a discussion on the Johansson Site Plan in front of the Planning Board and it's referral to the ZBA.

On a Rozzelle/Sofranko motion, the meeting was adjourned at 4:10 pm.

Susan Henderson, Deputy Town Clerk