

**THE REGULAR MEETING  
OF THE VILLAGE OF NEW HARTFORD  
BOARD OF TRUSTEES  
WAS HELD ON MAY 13, 2024 IN  
NEW HARTFORD, NEW YORK**

1. Mayor Ryan opened the Regular Meeting with the Pledge of Allegiance to the Flag at 7:00 pm.

**VILLAGE BOARD MEMBERS PRESENT:** Mayor Donald J. Ryan, Trustee Andrew N. Alesia, Trustee David W. Butler, Trustee William Freiberger III, and Trustee Richard C. Sherman

**VILLAGE OFFICIALS PRESENT:** DPW Superintendent Thomas Hughes, Fire Chief Tom Bolanowski, Police Lieutenant Tom Hulser, Attorney Gustave DeTraglia, Councilman David Reynolds, Village Clerk Sarah Dobson

**ABSENT:** Codes Officer Gary Schreppel and Treasurer Daniel Dreimiller

**VISITORS:** Nancy Giglio, Scott Holbrook, Michelle Holbrook, Barbara Swartwout, Erin L., Jan Swartwout, Sandip Patel, Don McHarris, Patty McHarris, Sharon Groah, Mary MacEnroe, Tina Klar, Mike Klar, Keith Kansu, Karen Elsenbeck. Bill Worden, Angele Worden, Bill Cole, Torri Shirley

2. **MINUTES:**

- A. **BOARD MEETING MINUTES:** Trustee Freiberger introduced the following Resolution for adoption and it was seconded by Trustee Sherman:

**RESOLUTION 2024-24**

**RESOLVED**, that the Village Board does hereby approve the Board meeting Minutes from April 9, 2024.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

- B. **PUBLIC HEARING MINUTES:** Trustee Butler introduced the following Resolution for adoption and it was duly seconded by Trustee Sherman:

**RESOLUTION 2024-35**

**RESOLVED**, that the Village Board does hereby approve the Public Hearing Minutes from May 7, 2024.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiburger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

3. **FINANCIALS:**

- A. **TREASURER'S REPORT:** Treasurer Dreimiller provided the May 13, 2024 report. A copy is attached.
- B. **ABSTRACT:** Trustee Sherman introduced the following Resolution for adoption and it was seconded by Trustee Freiburger:

**RESOLUTION 2024-36**

**RESOLVED**, that the Village Board does hereby approve the Abstract from May 13, 2024.

**General Fund Total Claims    \$90,364.02**

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiburger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

4. DEPARTMENT REPORTS:

A. POLICE DEPARTMENT: Lt. Hulser provided the following report:

Incidents  
Arrests  
Proactive Patrols  
Community Policing  
Accidents  
Traffic Tickets  
Traffic Details

B. FIRE DEPARTMENT:

I. Chief Bolanowski provided the following report:

**Monthly Incident Report by Area 4/1 – 4/30/24**

Town	103
<u>Village</u>	<u>14</u>
Total Incidents	117

**Summary Incident Report 4/1 – 4/30/24**

Rescue & EMS	62
Hazardous Condition	15
Service Call	10
Good Intent Call	8
<u>False Alarm</u>	<u>22</u>
Total Incidents	117

II. Trustee Alesia introduced the following Resolution for adoption and it was seconded by Trustee Butler:

**RESOLUTION 2024-37**

**RESOLVED**, that the Village Board does hereby approve the following new members of the New Hartford Fire Department:

Dr. Avinash Kambhampat	204 Bittern Court, New Hartford
Michael Graziano	158 Clinton Road, New Hartford

The Resolution was unanimously carried and duly **ADOPTED**.

III. Chief Bolanowski advised the Board that the annual UL inspection was completed. All equipment passed inspection.

**C. CODES DEPARTMENT:**

- I. Codes Officer Schreppel provided the following written report:
- Issued permit to Michael Kowalski, 3 Overbrook Cres. – shed
  - Received complaint of wood burning odor at the Shopping Center. The smoke was from the BBQ trailer I the lot. No excessive smoke was observed.
  - Received numerous complaints of school board candidate signs placed illegally on Village right of way. All signs were removed from right of way.
  - The green house at the Shopping Center has been rebuilt from the damage.
  - Sky Buffet in Shopping Center was unable to correct the 26 issued code violations and in conjunction with Oneida County Health revoking their food permit. The business was closed and per shopping center management the location will be repurposed.
  - Issued order to remedy for Wei Huang previous occupant of Sky Buffet for trash placed outside of rear door.
  - Continuation of property inspections and photos at 73 Oxford Road.
  - Construction/property inspections at 120 Genesee Street, 3 Overbrook Crescent, 40 Hartford Terrace, 80 Genesee Street, 3 Scott Ave, 12 Genesee Street, 73 Oxford Road
- II. The Board reviewed 2 fence permits that were submitted for approval. The permit for 2 Scott Ave was held until additional information regarding fence material was obtained.

Trustee Freiberger introduced the following Resolution for adoption and it was seconded by Trustee Alesia:

**RESOLUTION 2024-38**

**RESOLVED**, that the fence application submitted for 27 Winmar Crescent is approved.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

**D. DEPARTMENT OF PUBLIC WORKS:**

- I. Trustee Freiburger introduced the following Resolution for adoption and it was seconded by Trustee Sherman:

**RESOLUTION 2024-39**

This Agreement, effective January 1, 2024, is entered into by and among those municipalities and organizations which have executed the attached signature pages(s).

WHEREAS, the New York State Department of Environmental Conservation has designated certain municipal entities within the Utica-Rome New York Urbanized Area as Municipal Separate Storm Sewer System ("MS4") communities required to maintain coverage under the State Pollution Discharge Elimination System ("SPEDES") General Permit for Stormwater Discharges ("General Permit"); and

WHEREAS, as a condition of obtaining and maintaining coverage under the General Permit, the owners and operators of MS4s must develop and implement a stormwater management program which addresses six minimum control measures designed to protect the quality of stormwater runoff and which must also include a reduction of any pollutants of concern as specified in the New York State Section 303(d) List of Impaired/TMDL Waters; and

WHEREAS, the owners and operators of MS4s in the Mohawk Valley recognize that collaboration in these efforts is advisable because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to reduce duplication of services, take advantage of economies of scale, better coordinate regulatory requirements and enforcement actions, secure grants for regionally supported projects, improve water quality, and reduce flooding by working collaboratively to identify and analyze options for meeting the requirements of the General Permit; and

WHEREAS, the MS4 owners and operators who have adopted this Agreement support the creation of a stormwater organization entitled the Mohawk Valley Stormwater Coalition, to be administered and supported by the Herkimer Oneida Counties Comprehensive Planning Program ("HOCCPP"); and

WHEREAS, it is the intended purpose of the coalition to foster the exchange of information, identify and promote discussion of issues of mutual concern, foster cooperation, propose recommendations and make reports which identify mutually beneficial solutions, seek funding sources and/or sustainable funding mechanisms which may help to accomplish the goals of the coalition, and provide a mechanism for coordinating the implementation of regional solutions by and on behalf of the participating MS4 communities in the Mohawk Valley.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the parties hereto mutually agree as follows:

1. **FORMATION AND PURPOSE.** There is hereby formed the Mohawk Valley Stormwater Coalition ("Coalition"). The purpose of the Coalition shall be to:
  - a) Address local, state and federal nonpoint-source pollution issues, with the ultimate decisions and control being at the local level;
  - b) Identify and make available opportunities for participating municipalities to pool resources related to stormwater pollution prevention;
  - c) Develop agreements for sharing of equipment and facilities by participating municipalities;
  - d) Provide coordination of services for participating municipalities to comply with stormwater requirements, that will avoid duplication of effort, and to save money and time;
  - e) Serve as a clearinghouse to provide information to participating municipalities concerning the MS4 program and stormwater management;
  - f) Identify issues of growing concern related to stormwater management and recommend approaches to participating municipalities that will enable them individually or jointly to investigate and address them; and
  - g) Identify and pursue funding mechanisms and opportunities that will enable participating municipalities to collectively accomplish the goals of the MS4 stormwater program.
  
2. **MEMBERSHIP AND VOTING.** Membership in the Coalition shall be restricted to MS4 communities, each of which shall be a voting member ("Voting Coalition Member"); the Herkimer Oneida Counties Comprehensive Planning Program and the Oneida County Department of Water Quality and Water Pollution Control (each a "Non-Voting Coalition Member"); and any new members admitted to the Coalition. The Voting Coalition Member and Non-

Voting Coalition Members shall constitute the "Coalition Members."

- a) **Admission of New Coalition Members.** The Coalition may by a majority vote of the total Voting Coalition Members admit any MS4 community as a new Voting Coalition Member and any other entity as a new Non-Voting Coalition Member. Upon admission of a new Voting Coalition Member, such new Voting Coalition Member shall execute this Agreement and upon such execution shall agree to be bound by the terms of this Agreement.
- b) **Representatives.** Each Coalition Member shall designate in writing to the Chairperson of the Coalition a primary and one or more alternate representatives.
- c) **Quorum and Voting.**
  - i. **Quorum.** The presence of a majority of the total Voting Coalition Members shall constitute a quorum for all business.
  - ii. **Voting.** All action shall be taken by vote of "yes" or "no." No proxies or written votes shall be allowed.
  - iii. **Actions Requiring Simple Majority Vote.** An affirmative vote by the majority of the total Voting Coalition Members shall be required for all actions except those for which supermajority is required.
  - iv. **Actions Requiring Supermajority.** An affirmative vote by two-thirds of the total Voting Coalition Members shall be required for the suspension of membership, termination of membership, or termination of this Agreement and dissolution of the Coalition. Under no circumstance shall any action taken by the Coalition obligate or be construed to obligate any Coalition Member to undertake individual projects or activities without its consent.

### 3. **SUSPENSION AND TERMINATION OF MEMBERSHIP**

- a) Attendance by any Coalition Member at less than half of meetings within a calendar year may, upon supermajority vote of the total Voting Coalition Members, result in suspension of membership and loss of voting privileges. Following suspension for non-attendance, the Coalition

Member may request to be reinstated. Reinstatement of membership and voting privileges following suspension for insufficient attendance shall require a majority vote by the total Voting Coalition Members.

- b) Coalition membership and voting privileges may be suspended by a supermajority vote of the total Voting Coalition Members for non-payment of fees within 90 days of the date of invoice. Reinstatement of membership and voting privileges shall be automatic, and not require a vote of the Coalition, upon request of the Coalition Member and payment of the fees then due.
- c) If a Coalition Member whose membership has been suspended has not submitted a request for reinstatement, or paid past due fees, within 90 days of the suspension, its membership shall be terminated and this Agreement shall continue for the remaining Coalition Members. Upon such termination, the Coalition Member shall not be entitled to reimbursement for any base membership fee already paid.

#### 4. ELECTION, TERMS, AND DUTIES OF OFFICERS

- a) **Officers.** The officers of the Coalition shall be a Chairperson, Vice Chairperson, and Secretary Treasurer. The Chairperson and Vice Chairperson shall each be the chief elected official of a Voting Coalition Member, or the authorized representative of such chief elected official. The Secretary Treasurer shall be the authorized representative of HOCCPP
- b) **Elections.** Officers shall be elected by a majority vote of the total Voting Coalition Members. Officers shall be elected by the Coalition at its first meeting and thereafter at the first meeting of the Coalition every even-numbered calendar year. Only one officer may be elected from any Coalition Member. Each officer shall serve a term of town years, or until the first meeting of the even numbered calendar year, whichever is shorter. Officers may serve consecutive terms.
- c) **Duties of Chairperson.** The Chairperson shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with this Agreement, represent

the Coalition in its relations with elected officials and other official bodies, groups and organizations, and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.

- d) **Duties of Vice Chairperson.** The Vice Chairperson shall, in the event of absence or disability of the Chairperson, perform the duties and exercise the responsibilities of the Chairperson and carry out additional duties as may be assigned by the Coalition as necessary to advance the purpose of the Coalition.
- e) **Duties of Secretary Treasurer.** The Secretary Treasurer shall:
  - i. Prepare the minutes of the meetings of the Coalition; have custody of the minutes books, keep written records of meeting attendance; maintain the records of the Coalition; serve as the Coalition's records management officer; and prepare information regarding Coalition activities for MS4 annual reports. The Secretary Treasurer shall maintain records in a central location and respond to requests for information from any interested person or organization under standard Freedom of Information Law ("FOIL") procedures. All records of the Coalition are subject to the Freedom of Information Law.
  - ii. Have custody of all funds of the Coalition appropriated for its use and paid over to it, and of all other funds received by or for the account of the Coalition, except as otherwise provided by law. The Secretary Treasurer shall keep itemized records of all receipts and disbursements of the Coalition, and shall make periodic reports thereof, at the meetings of the Coalition, and shall perform such other duties as may be delegated or required by or pursuant to law.
- f) **Removal of Officers.** The Coalition may at any meeting, by vote of a majority of the total Voting Coalition Members, remove from office any officer of the Coalition with or without cause.

g) **Vacancies.** In the event of a vacancy in the office of Chairperson, the Vice Chairperson shall become the successor and serve the balance of the term of the Chairperson. Vacancies occurring in the offices of Vice Chairperson or Secretary Treasurer shall be filled for the balance of the term by a majority vote of the total Voting Coalition Members as expeditiously as possible.

5. **MEETINGS.** Regular meetings of the Coalition shall be held at least five times a year. A schedule of meetings shall be adopted at the beginning of each calendar year and may be amended during the course of the year. Special meetings may also be called at the discretion of the Chairperson, or upon the request of five or more Voting Coalition Members of the Coalition. The time, date, and location of regular meetings shall be announced at least seventy-two hours in advance, and agendas for the meetings shall be released at least twenty-four hours in advance. Meetings shall be conducted in accordance with the requirements of the Open Meetings Law, and shall be open to the public, except for executive sessions, which may be called for any purpose authorized by the Open Meeting Law.

6. **ROLE OF HOCCPP.** The Coalition shall be administered by the HOCCPP. The HOCCPP shall:

- a) Serve as Secretary Treasurer.
- b) Assist with the research and application for grant funding and assist in the development of a sustainable funding mechanism to further the Coalition's long-term programs, compliance initiatives, and the attainment of common goals;
- c) Administer, on behalf of participating municipalities, grants related to the MS4 program;
- d) Lead development of requests for proposals and guide the selection process;
- e) Execute subcontracts and provide contract administration and oversight;
- f) Assist with local match documentation while appropriate;

- g) Facilitate communication and the flow of information among all relevant entities including calling and holding meetings; preparing meeting notices and agendas, preparing meeting summaries and member updates and other written materials, assist the Coalition Chairperson in attending to official correspondence of the Coalition, and additional responsibilities that advance the objectives of the Coalition;
- h) Assist in the development of annual work plans and budgets;
- i) Serve as liaison to the New York State Department of Environmental Conservation;
- j) Perform such additional duties as necessary to fulfill the purpose of the Coalition.

7. **CONTRACTS.** Through the HOCCPP, the Coalition shall be authorized to contract for services with other agencies, entities or organizations on behalf of all or some of its Coalition Members.

8. **FEES.**

- a) **Base Fee.** A base membership fee shall be established and reviewed annually by the Coalition. The base membership fee shall cover operating expenses and activities required to fulfill the purposes of the Coalition, including administrative fees, education programs, and service contracts.
- b) **Additional Functions.** Aside from the functions covered by the base membership fee, the Coalition may discuss and approve additional functions related to the MS4 Program and present them for approval by the Members. Members may subscribe to an additional function and receive the services provided under that function through payment of an additional fee. Such additional fees shall cover all direct and indirect costs of the additional function.
- c) **Payment.** The Secretary Treasurer shall invoice base membership fees on or before January 31 of each year. Base membership fees shall be due and payable within 90 days of the date of invoice. Failure to pay Base membership fees within 180 days of invoice shall result in automatic removal, as described herein, unless such removal is stayed or waived by a majority vote of the total Voting Coalition Members.

- d) **Local Match.** Fees allocated to the general operations of the Coalition may not be used as cash match dollars for federal or state grants. However, documentation of membership fees may be used as match if appropriate to the grant program and allowed by the funding entity. Coalition Members participating in the grant applications will be required to provide municipal approval of the additional cost for the supplemental service that the grant will provide in advance of submitting the grant application.
- e) **Fees Upon Removal of Coalition Member.** Upon removal or termination of a Coalition Member, such Coalition shall not be reimbursed for base membership fees already paid for the calendar year.

## 9. BUDGET AND WORK PLAN

- a) **Approval of Budget and Work Plan.** The Secretary Treasurer shall develop the work plan and budget of the Coalition, based upon Coalition recommendations. The work plan and budget shall be subject to approval by majority of the total Voting Coalition Members.
- b) **Content and Scope of Budget.** The fiscal year of the Coalition shall be January to December. The Secretary Treasurer shall by October 1<sup>st</sup> of the calendar year transmit a proposed budget to the Coalition ("Proposed Budget"). The Proposed Budget will show the projected cost of all Coalition activities for basic functions for the upcoming fiscal year, the projected amounts of grants that will be received, as well as other non-local income and the amount of income that will need to be contributed by Coalition Members. The Proposed Budget will separately show the cost of functions beyond the basic activities that will be paid for by separate contract fees.
- c) **Adoption of Budget.** The Coalition shall adopt the Proposed Budget, with any modifications approved by the majority of the total Voting Coalition Members, by December 1<sup>st</sup> of the Calendar year (as adopted, the "Final Budget"). Upon adoption of the Final Budget, the HOCCPP will calculate the base membership fees owed by each Member and will send a letter containing the information to the Chief Elected Official of each Coalition Member on or before December 15<sup>th</sup>.

10. **TERM OF AGREEMENT.** This Agreement will commence on January 1, 2024 and will continue in effect until amended or superseded by adoption of a new Agreement. Any Member may withdraw from this Agreement upon sixty days written notice to the Chairperson. This Agreement may be terminated, and the Coalition dissolved, upon a two-thirds vote of the total Voting Coalition Members.

11. **AGREEMENT TERMS AND CONDITIONS.**

a) **Amendments.** This Agreement may be amended only in writing duly executed by each Voting Coalition Member, and such amendment shall be attached to and become part of this Agreement. Upon adoption of an amendment to this Agreement, any Voting Coalition Member, should it disagree with such amendment, may within 10 days terminate its membership in the Coalition, notwithstanding any provisions of this Agreement to the contrary. Upon such termination of membership, this Agreement shall continue as to the remaining Coalition Members. Should the disagreeing Voting Coalition Member not so terminate its membership within 10 days, such disagreeing Voting Coalition Member shall be bound by such Amendment.

b) **Liability.**

i. Each Coalition Member shall be solely responsible and liable for its own activities under the Agreement, including but not limited to obtaining its permit coverage under SPEDES General Permit for Stormwater Discharges from MS4s (current permit) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

ii. Each Coalition Member shall indemnify and hold harmless the other Coalition Members, their officers, employees, agents and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.

iii. Each Coalition Member shall indemnify and hold harmless HOCCPP and its officers, employees, agents, and assigns, from and against any and all claims, litigations, actions, regulatory actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including

attorney's, investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by HOCCP, arising from or relating to its performance under this agreement.

- iv. Each Coalition Member, on behalf of itself and its officers, employees, and agents, fully and forever waives, discharges and releases HOCCP and its officers, employees, and agents from any and all claims the Coalition Member and its officers, employees, and agents may have or hereinafter have for any permit, violation, permit loss, enforcement action, regulatory action, environmental claim, injury to the Coalition Member, injury to third parties, loss of grant, loss of funding, or any other claim, litigation, action, proceeding, loss, damage, liability, obligation, costs and expenses, of any kind whatsoever, including attorneys', investigators' and consulting fees, arising from or related to this Agreement, whether caused by an act or omission of HOCCP and whether or not caused by negligence or gross negligence of HOCCP.
- c) **Governing Law and Jurisdiction.** This Agreement is established pursuant to Article 5-G of the General Municipal Law of the State of New York and shall be governed by and construed in accordance with the laws of the State of New York with regard to its conflicts of laws. Any dispute concerning this Agreement shall be litigated in a court of competent jurisdiction located in Oneida County, New York.
- d) **Severability.** If any provision, paragraph, sentence, or clause of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provisions, paragraph, sentence or clause has not been contained herein.
- e) **Counterparts.** This Agreement may be executed in Counterparts, each of which shall be deemed an original.

**RESOLVED**, that the Village Board does hereby approve signing the above Agreement for the MS4 permit.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

- II. Trustee Butler introduced the following Resolution for adoption and it was seconded by Trustee Alesia:

**RESOLUTION 2024-40**

**RESOLVED**, that the Village Board does hereby approve signing the lease with ROC Leasing dba Real Lease for a 2023 Chevrolet 6500.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

- III. Superintendent Hughes provided the following report:

- The DPW installed a new stop sign on Hoffman Road.
- A new fuel system has been purchased. Old one was outdated.
- Continuing with catch basin cleaning.
- He will add some signage and paint the crosswalks at St. John's per the request received in the mail. He will look into a flashing/motion detected cross walk sign.
- Planters and benches have started being put out for the year.
- A post was added at the end of Woodland per residents request to prevent vehicles from driving from Woodland into Village parking lot.
- Hometown Hero banners and flags will be put up within the next 1 to 2 weeks.

## 5. OTHER BUSINESS:

- A. **HOTEL CONCERNS:** Several residents were in attendance with additional concerns regarding the hotel. Some of the discussion included:
- Questions were raised regarding the definition of a long term stay hotel. The hotel owners explained that they require a 2+ day minimum stay with a maximum stay of 29 days. After 29 days the occupant would need to check out and re-rent another room if needed. No one will be allowed to stay in one room for more than 29 days.
  - Residents in attendance requested access to the developers' feasibility study.
  - Questions regarding the construction timeline and hours of construction were asked. Construction will take approximately 1 year and construction will take place during normal business hours, not during evening/night hours.
  - A resident in attendance provided an occupancy study for all Oneida County hotels which shows occupancy around 65% not the 80% to 85% stated by developers. The developers explained that the numbers they provided were generated by using the statistics of area hotels and not the entire County which is very expansive.
  - One resident in attendance requested the Village do their due diligence and do their own reporting on occupancy rates.
  - Another resident in attendance voiced their disapproval with the height and asked why hotel could not be a 3 story hotel. The developers explained they did look into removing a story and stretching length of hotel out but due to size constraints that would not be feasible.
  - Residents asked questions regarding the leased storefront space in the hotel. They asked if adequate parking is available to which the developers stated ample parking is available.
  - The hotel developers provided renderings of the view from the Woodland Road resident's back yards. Per request, they will provide renderings with sea level heights for review.
  - One resident asked what the hotel will do for him. How will he benefit from having an obstructed view from their house?
- B. **INSURANCE RENEWAL:** Bill Cole from Gates-Cole went over additional policies recommended for the Village. The Board will review the policies along with budget and get back to Mr. Cole.
- C. **PRESBYTERIAN CHURCH PARK LEASE:** Trustee Freiburger introduced the following Resolution for adoption and it was seconded by Trustee Sherman:

**RESOLUTION 2024-41**

**RESOLVED**, that the Village Board does hereby approve signing the one year Lease with the New Hartford Presbyterian Church for the amount of \$1/year.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

- D. **NYSERDA GRANT:** Trustee Sherman introduced the following Resolution for adoption and it was seconded by Trustee Freiberger:

**RESOLUTION 2024-42**

**RESOLVED**, that the Village Board does hereby approve using NYSERDA grant funds in the amount of \$10,000 for an energy study on the DPW (\$3400) and to upgrade the lighting at the Fire Department to LED lighting (\$6,364).

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

- E. **TAX COLLECTION:** Trustee Butler introduced the following Resolution for adoption and it was duly seconded by Trustee Freiberger:

**RESOLUTION 2024-43**

**RESOLVED**, that the Village Board does hereby approve the Village Clerk to collect taxes beginning June 1, 2024.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye

Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

**6. EXECUTIVE SESSION:**

- A. Trustee Freiberger introduced the following Resolution for adoption and it was seconded by Trustee Sherman:

**RESOLUTION 2024-44**

**RESOLVED**, that the Village Board does hereby approve entering into Executive Session to discuss current litigation at 9:25 pm.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

- B. Trustee Sherman introduced the following Resolution for adoption and it was seconded by Trustee Alesia:

**RESOLUTION 2024-45**

**RESOLVED**, that the Village Board does hereby approve closing the Executive Session at 10:00 pm.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

7. **ADJOURNMENT:** Trustee Sherman introduced the following Resolution for adoption and it was seconded by Trustee Alesia:

**RESOLUTION 2024-46**

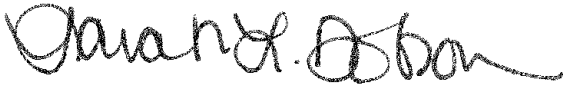
**RESOLVED**, that the Village Board does hereby approve the adjournment of the Regular Board meeting at 10:00 pm.

The Village Board voted upon roll call, resulting as follows:

Trustee Alesia	Aye
Trustee Butler	Aye
Trustee Freiberger	Aye
Trustee Sherman	Aye
Mayor Ryan	Aye

The Resolution was unanimously carried and duly **ADOPTED**.

Respectfully submitted,



Sarah L. Dobson  
Village Clerk

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND - VILLAGEWIDE

VILLAGE OF NEW HARTFORD

COUNTY, NEW YORK

DATE OF AUDIT: 05/13/2024

NUMBER 012

TOTAL CLAIMS: \$90,364.02

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
2537	OCHSA Safety training	A5141.4	80.00	2005 04/10/2024
2538	Sentinel Media Co., Inc. year subscription	A1010.4	312.00	2006 04/11/2024
2539	Sentinel Media Co., Inc. legal notice	A1010.4	14.70	2007 04/15/2024
2540	Charter Communications tv	A5141.4	12.35	2008 04/15/2024
2541	Holiday Outdoor Decor brackets for flags	A5141.4	2,313.70	2009 04/23/2024
2542	MVWA water	A3410.4	281.28	2010 05/01/2024
2542	MVWA	A5141.4	133.22	2010 05/01/2024
2543	Verizon phone	A1010.4	207.05	2011 05/01/2024
2544	AT&T phone bill	A1010.4	8.49	2012 05/01/2024
2545	National Grid	A5141.4	90.87	2013 05/01/2024
2545	National Grid gas and electric	A5141.4	2,944.31	2013 05/01/2024
2545	National Grid	A5182.4	459.74	2013 05/01/2024
2545	National Grid	A7110.4	83.41	2013 05/01/2024
2546	Donald J. Ryan assessor's pay	A1355.1	750.00	2014 05/01/2024
2547	Andrew Alesia assessor's pay	A1355.1	100.00	2015 05/01/2024
2548	David Butler assessor's pay	A1355.1	100.00	2018 05/01/2024
2549	William Freiberger assessor's pay	A1355.1	100.00	2016 05/01/2024
2550	Richard Sherman assessors pay	A1355.1	100.00	2017 05/01/2024
2551	US Postal Service (Quadient) postage machine	A1010.4	1,000.00	2019 05/06/2024
2552	NYS Teamsters Health/Hosp Fund health insurance	A1910.4	13,609.66	2022 05/14/2024
2553	GPP leaf vacuum added	A1910.41	64.00	2023 05/14/2024
2554	Armory Associates, LLC GASB valuation	A1355.4	2,900.00	2024 05/14/2024
2555	Tom Hughes credit card purchases	A8160.4	234.34	2021 05/09/2024

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND - VILLAGEWIDE

VILLAGE OF NEW HARTFORD

COUNTY, NEW YORK

DATE OF AUDIT: 05/13/2024

NUMBER 012

TOTAL CLAIMS: \$90,364.02

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
2556	Butler Memorial Hall Butler Hall rent	A1620.4	7,500.00	2025 05/14/2024
2557	Gannett New York New Jersey public hearing	A1010.4	58.39	2026 05/14/2024
2558	Williamson Law Book Co. laser checks	A1010.4	179.62	2027 05/14/2024
2558	Williamson Law Book Co. accounting software support	A1010.4	1,305.00	2027 05/14/2024
2559	General Codes GC00125755/eCode 360 annual maintenance	A1010.4	1,195.00	2028 05/14/2024
2560	PJ Green Inc. B-348374/envelopes	A1010.4	245.00	2029 05/14/2024
2561	Brandon Williams Office Supply flags	A1010.4	349.10	2020 05/07/2024
2562	Northland Communications phone bill	A3410.4	389.40	2030 05/14/2024
2563	Firefly Admin. Inc. participant fees	A3410.2	2,213.00	2031 05/14/2024
2564	Utica Glass Company replacement glass	A3410.4	30.89	2032 05/14/2024
2565	W. S. Darley & Company 17523740/firefighting equipment	A3410.4	264.24	2033 05/14/2024
2566	JPJ Electronic Comm. Inc. reflector	A3410.4	267.52	2034 05/14/2024
2567	Witmer Public Safety GroupInc supplies	A3410.4	193.77	2035 05/14/2024
2568	UL LLC ladder tower testing	A3410.4	4,451.30	2036 05/14/2024
2569	Grainger building repairs/cleaning supplies	A3410.4	350.31	2037 05/14/2024
2570	AT&T Mobility cellular service	A3410.4	266.15	2038 05/14/2024
2571	Tallman's Tire & Auto Repair emergency tire replacement	A3410.4	2,837.00	2039 05/14/2024
2572	Fire End & Croker Corp. turnout gear repair	A3410.4	554.78	2040 05/14/2024
2573	Hamilton College Print Shop printing fees	A3410.4	150.00	2041 05/14/2024
2574	Wharton Creative Co. decal replacement	A3410.4	245.56	2042 05/14/2024
2575	Motorola Solutions, Inc. radio repair	A3410.4	570.00	2043 05/14/2024
2576	Yorkville Battery, Inc. battery replacement	A3410.4	123.75	2044 05/14/2024
2577	IHealth Utica, LLC OSHA physicals	A3410.4	193.00	2045 05/14/2024

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VILLAGE OF NEW HARTFORD

COUNTY, NEW YORK

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NUMBER 012

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Voucher #	Claimant	Account #	Amount	Check
2578	Home Depot Credit Services	A3410.4	303.10	2046 05/14/2024
2578	Home Depot Credit Services supplies	A5141.2	363.78	2046 05/14/2024
2579	Linde Gas and Equipment, Inc torch gas	A8160.4	209.05	2047 05/14/2024
2580	Oneida Herkimer Solid Waste tipping fees	A8160.4	4,475.51	2048 05/14/2024
2581	Care Free Lawn Service, Inc. spring application	A7110.4	270.00	2049 05/14/2024
2582	McQuade and Bannigan, Inc. signs/supplies	A5410.2	195.51	2050 05/14/2024
2583	Yocum Full Service, Inc. new fuel system	A5141.2	9,580.00	2051 05/14/2024
2584	Clinton Tractor & Implement Co loader rental	A5141.2	2,610.00	2052 05/14/2024
2585	Thomson Reuters - West code book update	A5112.4	69.47	2053 05/14/2024
2586	Buell Fuel SB diesel fuel	A5989.4	966.82	2054 05/14/2024
2587	Jay K Independent Lumber Corp. supplies	A8160.4	30.27	2055 05/14/2024
2588	Utica Mack, Inc. spray cleaner	A8160.4	61.25	2056 05/14/2024
2589	JC SMITH, INC demo saw blades	A5112.4	104.34	2057 05/14/2024
2590	EJ USA, Inc. basin castings	A5112.4	3,782.45	2058 05/14/2024
2591	Fisher Auto Parts, Inc. parts	A5141.2	6.42	2059 05/14/2024
2592	Town of New Hartford	A3410.4	643.73	2060 05/14/2024
2592	Town of New Hartford gasoline April and May	A5989.4	1,254.43	2060 05/14/2024
2593	Factory Motor Parts parts	A5141.4	152.99	2061 05/14/2024
2594	Charles D Stahl Sales&Ser. Inc parts	A5141.4	131.94	2062 05/14/2024
2595	Cargill, Inc. bulk salt	A5141.4	9,505.52	2063 05/14/2024
2596	TreeTop Productions, Inc. new park bench	A8160.4	1,031.84	2064 05/14/2024
2597	Charter Communications internet	A8160.4	238.93	2065 05/14/2024
2598	Lowe's supplies	A8160.4	217.77	2066 05/14/2024

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND - VILLAGEWIDE

VILLAGE OF NEW HARTFORD

COUNTY, NEW YORK

DATE OF AUDIT: 05/13/2024

NUMBER 012

TOTAL CLAIMS: \$90,364.02

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
2599	Central NY Custom Concrete stamps and sealers	A5410.2	4,327.00	2067 05/14/2024
Total:			90,364.02	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the Village Board  
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the  
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount  
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as Mayor at

the above Village this May 13~~th~~ day of 13<sup>th</sup>, 20 24

Donald J. Regan  
Signature

## MONTHLY REPORT OF TREASURER

TO THE VILLAGE BOARD OF THE VILLAGE OF NEW HARTFORD:

The following is a detailed statement of all moneys received AND disbursed BY me during the month of April, 2024:

DATED: May 6, 2024

  
 \_\_\_\_\_  
 TREASURER

	Balance 03/31/2024	Increases	Decreases	Balance 04/30/2024
<b>A GENERAL FUND - VILLAGEWIDE</b>				
CASH - CHECKING	16,939.78	122,313.90	103,144.49	36,109.19
CASH - SAVING	1,523,456.61	3,611.56	97,000.00	1,430,068.17
HRA Account	9,243.76	21.91	701.88	8,563.79
CASH FROM OBLIGATIONS	14,373.00	0.00	0.00	14,373.00
TOTAL	1,564,013.15	125,947.37	200,846.37	1,489,114.15
<b>HA CAPITAL PROJECT</b>				
CASH - CHECKING	287.58	0.00	0.00	287.58
CAPITAL SAVINGS ACCOUNT	117,420.82	289.53	0.00	117,710.35
TOTAL	117,708.40	289.53	0.00	117,997.93
<b>SS SEWER FUND</b>				
	0.00	0.00	0.00	0.00
MONEY MARKET	814,274.78	2,007.80	0.00	816,282.58
TOTAL	814,274.78	2,007.80	0.00	816,282.58
<b>TA TRUST &amp; AGENCY</b>				
CASH - CHECKING	12,947.79	51,232.42	49,511.93	14,668.28
TOTAL	12,947.79	51,232.42	49,511.93	14,668.28
TOTAL ALL FUNDS	2,508,944.12	179,477.12	250,358.30	2,438,062.94