

Town of Enfield
Regular Town Board Meeting Minutes
Enfield Community Building
Wednesday, November 13, 2013
6:30 p.m.

Present: Town Supervisor Ann Rider, Town Councilperson Mike Carpenter, Town Councilperson Chris Hern, Town Councilperson Vera Howe-Strait, Town Councilperson Debbie Teeter, Town Highway Superintendent Barry Rollins, Town Clerk Alice Linton.

Supervisor Rider opened the meeting at 6:30 p.m. by leading the assemblage in the Pledge of Allegiance to the Flag.

Privilege of the Floor: Beth McGee of 173 Tucker Road stated she felt it was not a responsible move for the town board to include salary increases for elected officials in the budget when they are looking at a tax cap override.

Approval of Minutes: Councilperson Teeter moved, with a second by Councilperson Howe-Strait, to approve the minutes of the October 9, 2013 meeting.

Vote: Councilperson Carpenter aye, Councilperson Hern abstain, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Councilperson Teeter moved, with a second by Councilperson Carpenter, to approve the minutes of the October 30, 2013 public hearings and special budget working session.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait abstain, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider stated she would be adding an item to new business: Changing Waste Removal Companies.

Correspondence: Letter from NYSEG with service classification information.

Letter from NYS Ag and Markets stating the SPCA was out of compliance for not obtaining assigned dog license numbers from municipalities when the SPCA forwarded payment for same.

Budget Amendments: Supervisor Rider moved, with a second by Councilperson Teeter to adopt Budget Amendment #2013-10.

Budget Amendment #2013-10

WHEREAS, expenses have exceeded the budget in the General Fund Account, line item A1420.4, titled "Attorney - Contractual", now therefore be it

RESOLVED, that the General Fund Account, line item A9710.6, titled "Serial Bond Payment", be decreased by \$3,000.00 and General Fund Account, line item A1420.4, titled "Attorney - Contractual", be increased by \$3,000.00.

Discussion: Supervisor Rider explained due to the Black Oak Wind Farm and a landlord problem, legal fees were more than expected for this year.

Councilperson Teeter stated she felt Black Oak Wind Farm costs were to go through an escrow account and be paid by the Black Oak Wind Farm.

Supervisor Rider stated that is true, but this expense is for our town attorney who on certain occasions during the past 10 months was asked to be present, in addition to our attorney for wind farm matters.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider moved, with a second by Councilperson Teeter to adopt Budget Amendment #2013-11.

Budget Amendment #2013-11

WHEREAS, expenses have exceeded the budget in the General Fund Account, line item A1910.4, titled “Unallocated Insurance”, now therefore be it

RESOLVED, that the General Fund Account, line item A9710.6, titled “Serial Bond Payment”, be decreased by \$1,000.00 and General Fund Account, line item A1910.4, titled “Unallocated Insurance”, be increased by \$1,000.00.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider moved, with a second by Councilperson Teeter to adopt Budget Amendment #2013-12.

Budget Amendment #2013-12

WHEREAS, expenses have exceeded the budget in the General Fund Account, line item A1110.210, titled “Justices – Equipment” now therefore be it

RESOLVED, that the General Fund Account, line item A1110.22 titled “Justices - JCAP Grant” be decreased by \$158.96 and General Fund Account, line item A1110.210, titled “Justices - Equipment be increased by \$158.96.

Discussion: Supervisor Rider stated this expense was covered by a grant Justice Poole had received.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider moved, with a second by Councilperson Teeter to adopt Budget Amendment #2013-13.

Budget Amendment #2013-13

WHEREAS, expenses have exceeded the budget in the General Fund Account, line item A1110.4, titled “Justices – Contractual” now therefore be it

RESOLVED, that the General Fund Account, line item A1110.22 titled “Justices - JCAP Grant” be decreased by \$669.80 and General Fund Account, line item A1110.4, titled “Justices - Contractual be increased by \$669.80.

Discussion: Supervisor Rider stated this expense was covered by a grant Justice Poole had received.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider moved, with a second by Councilperson Teeter to adopt Budget Amendment #2013-14.

Budget Amendment #2013-14

WHEREAS, expenses have exceeded the budget in the General Fund Account, line item A1220.41, titled “Supervisor - Contractual”, now therefore be it

RESOLVED, that the General Fund Account, line item A1450.4, titled “Elections - Contractual”, be decreased by \$600.00 and General Fund Account, line item A1220.41, titled “Supervisor - Contractual”, be increased by \$600.00.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider moved, with a second by Councilperson Teeter to adopt Budget Amendment #2013-15.

Budget Amendment #2013-15

WHEREAS, expenses have exceeded the budget in the General Fund Account, line item A1220.42, titled “Supervisor - Contractual (Bookkeeper)”, now therefore be it

RESOLVED, that the General Fund Account, line item A9710.6, titled “Serial Bond Payment”, be decreased by \$500.00 and General Fund Account, line item A1220.42, titled “Supervisor - Contractual (Bookkeeper)”, be increased by \$500.00.

Discussion: Supervisor Rider stated the bookkeeper's printer failed and had to be replaced.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Audit Claims: Councilperson Howe-Strait moved, with a second by Councilperson Hern to authorize the supervisor to pay General Fund vouchers #273 to #313 dated November 13, 2013 in the amount of \$17,002.10 and Highway Fund vouchers #189 to #207 dated November 13, 2013 in the amount of \$31,894.84.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

County Legislator's Report: No representative was present.

Highway Superintendent's Report: Highway Superintendent Rollins reported Fish Road is now open. The Town of Ithaca helped with their excavator. The crew is getting ready for winter service. Harvey Hill Road work continues. The wall is set for Hubbell Drive and ready to backfill. The county set the rock. Resident's yards will be filled with ditch dirt and crusher run will be used on the turnaround at Hubbell Drive.

Code Enforcement Officer's Report: Code Enforcement Officer Alan Teeter reported for October there were 11 building permits issued or renewed with 1 being for a new home, which brings the total for the year to 62. There was 1 certificate of occupancy issued, 2 certificates of completion issued, and 1 certificate of compliance issued. There were 10 inspections completed, 16 progress checks, and 1 valid complaint received and resolved. There were 2 fire and safety inspections completed and 1 house number sign installed. He has signed up for a NYSERTA workshop on December 2. If the town adopts the NYSERTA solar permitting process, we will receive up to \$2,500.

Supervisor's Report: Supervisor Rider reported she attended a road use meeting with Black Oak Wind Farm, Dan Walker and Highway Superintendent Rollins and attended the monthly TCCOG meeting. She conferred with the Association of Towns regarding the 2014 town budget, with the State Comptroller's Office regarding the tax levy limit, and spoke with the NYS Retirement System regarding the town's bill for 2014. She attended 2 professional development sessions and a county meeting regarding animal control issues.

Committee Reports:

Planning Board: Planning Board Chairperson Virginia Bryant stated the board is on the cusp of a final draft of the Comprehensive Plan. More statistics are needed and she has asked committees to finish their work.

Health Insurance Consortium: No recent meeting.

Enfield Community Council: No representative present.

Recreation Partnership: No report.

County Youth Board: Representative Marnie Kirchgessner reported she will be resigning as of December 31, 2013 and would like the town board to appoint someone to take her place.

Enfield Volunteer Fire Company: No report.

Facilities Manager: Councilperson Hern stated 2 new windows have been installed at the town hall to replace the single pane windows that were in poor condition. A new fuel tank has been installed inside the garage area, so the old fuel tank can now be removed. He will look into how best to have the tank removed.

Communications Access Committee: Councilperson Hern stated the committee has not met, but noted that Haefele TV was doing work on Black Oak and Griffin Roads. Beth McGee felt it might be useful for this committee to continue next year and give reports on broadband.

Aquifer Study Fundraising Group: Nancy Spero stated there is a matching grant for \$1,000, but only if the goal can be reached by the end of the year.

Facilities Development: Councilperson Hern stated, to his knowledge, there have been no meetings held this year. Supervisor Rider would like to move forward on this matter starting in January.

Personnel Committee: No report.

TC Council of Governments: Supervisor Rider reported deer management was discussed at the last meeting. Councilperson Teeter attended a meeting regarding the deer situation where there was discussion on damage done by deer and how land owners and hunters can find each other, with some sort of screening process.

Old Business:

Adoption of a Local Law to Override the Tax Levy Limit:

Supervisor Rider moved, with a second by Councilperson Teeter to adopt Local Law #2 of 2013.

Local Law #2 of 2013

**TOWN OF ENFIELD
LOCAL LAW # 2 FOR THE YEAR 2013
A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW §3-C**

Be it enacted by the Town Board of the Town of Enfield as follows:

Section 1. Legislative Intent: It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Enfield pursuant to General Municipal Law §3-c, and to allow the Town of Enfield to adopt a budget for the fiscal year beginning January 1, 2014 and ending December 31, 2014 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c.

Section 2. Authority: This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of at least sixty percent (60%) of the town board.

Section 3. Tax Levy Limit Override: The Town Board of the Town of Enfield, County of Tompkins is hereby authorized to adopt a budget for the fiscal year 2014 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date: This local law shall take effect immediately upon filing with the Secretary of State.

Discussion: Supervisor Rider stated passing the law would be a precautionary measure. If the budget goes over the tax cap, there would be severe penalties.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

New Business:

Adoption of 2014 Final Budget:

Supervisor Rider stated she felt it was bad practice to have a raise for employees but not elected officials. The budget, as presented, would mean a \$43.60 increase for a property assessed at \$128,000, which is the average property assessment in the Town of Enfield. She felt her predecessors did a disservice to the town during the years they had a 0% increase in the budget. It has made it very difficult for the town to keep up with raising expenses now.

Councilperson Teeter feels everyone should share in the cost of services, not just employees. She also feels it is important for anyone who serves in the town to be paid commiserate for the work they do. Although some can afford not to get adequate compensation, it will exclude an economic class of people who cannot afford to work for next to nothing who would like to serve the town.

Supervisor Rider moved with a second by Councilperson Teeter to adopt Resolution #2013-35.

RESOLUTION #2013-35 CHANGES MADE FROM THE 2014 PRELIMINARY BUDGET TO THE FINAL BUDGET

WHEREAS, new information has been gathered during the budgeting process, the following changes were made in line items to the 2014 Final Budget:

General Fund Expenditures

A1110.1	reduced by	\$5,625.00
A1220.13	reduced by	586.00
A1480.4	reduced by	400.00
A5010.1	reduced by	9.88
A7550.4	reduced by	1,600.00
A7555.1	reduced by	600.00
A7555.4	reduced by	1,250.00

General Fund Estimated Revenues

A1001	increased by	\$22,279.00
A2705	decreased by	5,000.00
A4989	decreased by	3,450.00
Unexpended balance	decreased by	25,000.00

The amount of taxes that need to be raised will be \$1,041,186.88. This is \$22,299.10 more than in the Preliminary Budget.

WHEREAS, the Town of Enfield Board wants to present a full and realistic 2014 budget to the residents of Enfield, now

THEREFORE, BE IT RESOLVED that the above changes be incorporated into the 2014 Final budget.

Discussion: Councilperson Carpenter stated this budget was in keeping with other towns our size. Caroline and Danby both have about a 5% increase. Some towns have cut highway funds, which we didn't do. He would like the board, over the next year, to think about increased costs of highway equipment and start developing a plan early in the year.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Supervisor Rider moved, with a second by Councilperson Teeter to adopt the 2014 preliminary budget as the 2014 final budget with the changes stated in Resolution #2013-35.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Call for vitas to fill Planning Board Vacancies:

Supervisor Rider stated due to Planning Board Chair Virginia Bryant being elected to the town board and the ending of Marie VandeMark's term, there will be 2 openings on the Planning Board as of January 1, 2014. The replacement for Virginia's term would be for 3 years and Marie's for 7 years. She is asking anyone who is interested in serving on the board to submit notice of their interest to her by e-mail or hard copy at the town clerk's office by the first Wednesday of December.

Councilperson Carpenter stated a 7 year term can be daunting to anyone wishing to join the board. It is a little problematic keeping track of when everyone's term ends also. He suggested a shorter term might work better.

Beth McGee checked the New York State website which states the term is based on the number of members on the board. There is 1 agriculture representative required to be on the board.

Councilperson Hern stated the number of Planning Board members could be changed to 5 and then the terms would be 5 years long.

Supervisor Rider stated there could be a committee assigned next year to look into this matter.

Councilperson Teeter moved with a second by Councilperson Hern to adopt Resolution #2013-36 and authorize Town Clerk, Alice Linton, to sign the Agreement with DECALS, and authorize the Deputy Town Clerk to be the Assistant Licensing Agent.

Resolution to Authorize Entering Agreement with DECALS:

Resolution #2013-36 Authorization to Enter Into Agreement with New York State Department of Environmental Conservation for Automated Licensing System and Appointing a Licensing Agent and Assistant Licensing Agent

WHEREAS, the New York State DEC is authorized by § 11-0713 of the Environmental Conservation Law, and applicable DEC rules and regulations, to appoint agents to issue licenses for the privilege of hunting and fishing in New York State; and

WHEREAS, the Town Clerk of the Town of Enfield was previously appointed as the License Issuing Agent for the Town of Enfield; and

WHEREAS, the License Issuing Agent has applied to the Department for appointment as such a License Issuing Agent and the DEC has determined that the License Issuing Agent is qualified to be appointed as a License Issuing Agent and has submitted a contract pertaining to the license issuing responsibilities, functions, and authorities, which contract contains the following material terms:

1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning provided herein:

License Issuing Agent – shall mean both the *License Issuing Agent* and the *License Issuing Officer* as provided in 6 NYCRR § 177.1 (f) and (g) of the Department regulations and shall also mean the duly appointed owner, municipal clerk, or manager set forth above.

Assistant License Issuing Agent – shall mean the individual appointed by the Licensing Issuing Agent to receive Department sponsored training for the purpose of issuing sportsman licenses and to be the point of contact of any Department inquires.

Approved Location – shall mean the business' or municipality's address as set forth in the beginning of this Agreement.

2. **APPOINTMENT**

A. The Department hereby appoints the License Issuing Agent and their duly appointed Assistant License Issuing Agent to be an agent issuing hunting, trapping, and fishing licenses at the approved location.

B. The License Issuing Agent for the Town of Enfield shall be Alice Linton, Town Clerk, and she hereby appoints Susan Thompson, Deputy Town Clerk as the Assistant License Issuing Agent.

3. **DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

A. Provide the License Issuing Agent with a license printer (and necessary supplies) at the approved location for the sale and reporting of hunting and fishing licenses and provide necessary support for the printer.

B. Pay a commission to the License Issuing Agent for each license sold as prescribed in Department laws, rules and regulations.

C. Provide appropriate training and training materials to the License Issuing Agent, including a toll free telephone "help desk" service to answer questions and assist with problems.

D. Provide informational materials for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, etc., regarding regulatory requirements for all authorized licenses issued.

4. **AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment "A" for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Provide reasonable and necessary security to protect equipment and supplies from damage and unauthorized use.

C. Ensure that all Department license issuing equipment is maintained in good working condition and returned to the Department when license sales are no longer provided at the approved location.

D. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent's account may result in immediate termination of this Agreement.

E. The License Issuing Agent must provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

F. The License Issuing Agent agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortuous act of the License Issuing Agent, its agents or employees in the performance of this Agreement.

G. The License Issuing Agent is solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

5. **AGENT RESPONSIBILITY**

A. General Responsibility: The License Issuing Agent shall at all times during the Agreement term remain responsible. The License Issuing Agent agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the License Issuing Agent. In the event of such suspension, the License Issuing Agent will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the License Issuing Agent must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

6. **LICENSE ISSUING CONDITIONS**

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the Assistant License Issuing Agent or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system by the Assistant License Issuing Agent prior to using the issuance system.

C. The Assistant License Issuing Agent must receive recurring training sponsored by the Department at least once every three years or sooner as circumstances warrant as determined by the Department.

D. The License Issuing Agent and its employees who are authorized to issue licenses pursuant to this Agreement must abide by the New York State Regulations 6 NYRRP Part 177 (www.dec.ny.gov/regs/3936.mtml) and 6 NYCRR Part 183 (www.dec.ny.gov/regs/3931.html).

E. All personal data provided by customers shall be kept confidential to the extent required by Law.

F. All documents considered returnable documents as well as all voided licenses for which credit is requested must be returned to the Department within one month of the transaction.

G. All funds received from the sale of licenses, less the commission fee established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

H. No license may be sold for a fee in excess of or less than the amount established by the Department.

I. The complete catalog of sportsman licenses must be available for sale at the License Issuing Agent's approved location as designated in this Agreement.

7. **USE OF EQUIPMENT AND SUPPLIES**

A. Supplies and equipment assigned to the License Issuing Agent for the printing of licenses are to be used for that purpose only, unless prior approval for such use is provided by the Department. Equipment is not transferable to other license issuing agent locations.

B. In the event that defective equipment is replaced, the License Issuing Agent shall return the defective equipment immediately to the specified repair center. The License Issuing Agent shall pay for any such equipment not returned, or equipment that shows obvious abuse. Failure to remit payment for abused or unreturned equipment may result in the immediate termination of this Agreement.

8. **CHANGE IN OWNERSHIP**

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. At the time of termination, all Department-provided licensing equipment must be returned to the Department or the Department's representative. The License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell hunting and fishing licenses.

9. **CHANGE IN MUNICIPAL CLERK**

In the event of a change in municipal clerk from that who entered into this Agreement, the Department must be notified within 30 days of such change and this Agreement will become void at the time of such change. To avoid a disruption in service, a new Agreement should be submitted in advance of such change signed by the new municipal clerk. If the municipality intends to submit a new Agreement, Department-provided equipment does not need to be returned.

10. **COMPLIANCE INSPECTIONS**

The Department reserves the right to inspect the approved location for the purpose of determining compliance with this Agreement.

11. **TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of the Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for and return all equipment and supplies to the Department within 30 days of such termination.

E. Termination for Non-Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application Form attached hereto as Attachment "B" which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

12. **TERM**

This Agreement shall remain in effect from the date execution until such termination.

13. **APPLICABLE LAWS**

A. This Agreement shall be governed by the laws of the State of New York.

B. All licenses shall be issued in accordance with the provisions of the New York Codes, Rules and Regulations of the State of New York (<http://www.dec.ny.gov/regs/2494.html>) and New York State Law and the policies and procedures of the Department.

14. **TOTAL AGREEMENT**

This Agreement together with any laws, documents and instruments herein referenced, shall constitute the entire agreement and any previous communication pertaining to this Agreement is hereby superseded.

15. **CONTRACT AMENDMENT**

Any agreement revisions, including payment adjustments or time extensions, shall be made by a written amendment to the agreement, signed by both parties.

WHEREAS, upon due consideration thereupon, the Town Board of the Town of Enfield has hereby:

RESOLVED, that Alice Linton, Town Clerk, be and hereby is affirmed and reappointed as the License Issuing Agent for the Town of Enfield, Tompkins County, New York; and it is further

RESOLVED, that the agreement with NYSDEC be and hereby is authorized and approved, and that the Town Clerk be and hereby is authorized to execute the New York State Department of Environmental Conservation (DEC) License Issuing Agent Agreement and file it with the Game Management, NYS DEC, 625 Broadway, Albany, NY 12214-0334; and it is further

RESOLVED and DIRECTED, that the License Issuing Agent attend the required training that is needed for the privilege to sell licenses on December 2, 2013 at the Hilton Garden Inn, 130 E Seneca Street, Ithaca, New York from 8:30 a.m. to 3:30 p.m.; and it is further

RESOLVED, that the License Issuing Agent hereby appoints Susan Thompson, Deputy Town Clerk as the Assistant License Issuing Agent.

Discussion: Town Clerk Alice Linton explained that our town attorney, Guy Krogh, reviewed the Agreement and felt it was satisfactory. She stated that it is a service to residents to sell licenses and the town makes a small amount of money on each license sold.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Changing Waste Removal Companies:

Supervisor Rider stated Alternative Waste Services can provide waste removal services for \$50 per month with weekly pick up. Our current provider, Casella, picks up every two weeks at a cost of \$80 per month.

Councilperson Teeter moved with a second by Councilperson Hern to change waste handler companies as of January 1, 2014 from Casella to Alternative Waste Services.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Clarification of Town Subdivision Regulations:

Councilperson Howe-Strait moved with a second by Councilperson Teeter to adopt Resolution #2013-37.

Resolution #2013-37 Resolution to Amend Subdivision Regulations

WHEREAS, the Town of Enfield Planning Board has, on an on-going basis, requested clarifications within the Subdivision Regulations, be it hereby

RESOLVED, that the following sentence, "**A simple one parcel to two parcel division does not need approval of the Planning Board**" be added into the Enfield Subdivision Regulations Section 103 Subdivision Definitions #103.2 Minor Subdivisions sentence #4 and added into Section 204 Types of Subdivision Procedures #204.2 Minor Subdivisions.

Discussion: Code Enforcement Officer Alan Teeter stated this would clarify the wording to help avoid confusion.

Councilperson Teeter stated she feels one subdivision should not trigger a long and involved process.

Vote: Councilperson Carpenter aye, Councilperson Hern aye, Councilperson Howe-Strait aye, Councilperson Teeter aye, Supervisor Rider aye. Carried.

Announcements: The Enfield Volunteer Fire Company will sponsor a blood drive on November 19 from 1 to 6 p.m. at the fire station. They are hoping to break their record of 30 donations.

Adjournment: Supervisor Rider moved, with a second by Councilperson Teeter, to adjourn at 8:07 p.m. Carried.

Respectfully submitted,

Alice Linton, Enfield Town Clerk