

**Sand Lake Town Board Meeting  
June 13, 2012**

A meeting of the Sand Lake Town Board was held on June 13, 2012 at 7:30P.M. at the Sand Lake Town Hall. After the Pledge of Allegiance, the following answered roll call:

**PRESENT:** Councilman Turner  
Councilman Splain  
Councilman Cioffi  
Councilwoman Kronau  
Supervisor Fasoldt  
Town Attorney Russell Bennett

**RECORDING SECRETARY:** Barbara A. Biittig, Town Clerk

**OTHERS PRESENT:** Clyde Heffner, Mary French, Nancy Davis, Justin Schultz, Lindsay Marshall, Bernie Mardon, Fred Schreyer, Tom Hatcher, Fred Erickson, Joel Hunt, Brian Hunt, Rob Dressner, Scott Paul and others.

Girl Scout Gold Award Presentation to: Alana Yonkers, Beverly Kemp, Rebecca Zaremba, and Ashley Bloomfield.

**APPROVAL OF MINUTES –**

Supervisor Fasoldt moved to approve the minutes May 9, May 30 and June 4, 2012. This was seconded by Councilman Cioffi.

**MOTION CARRIED = UNANIMOUS**

**MONTHLY REPORTS: TOWN CLERK-** Barbara A. Biittig

- Total fees paid to the Supervisor for the month of May 2012 - \$19,876.02
- Money Given to NYS Ag. & Markets for spay/neuter program - \$79.00
- Money Given to NYS Environmental Conservation - \$466.73
- Money Given to NYS Health Dept. for Marriage Licenses – \$67.50

My Deputy Tami Thibeault and I will be attending a tour of the Rensselaer County Records site to view with Frank Merola on Tuesday, June 19. This will be of great use as we are in the process of updating our records room.

A reminder of the Federal Primary Election that will be held on June 26, 2012 from 12:00 Noon til 9:00 PM. The only polling place is the Sand Lake Town Hall.

We are excited about Digital Towpath and the increased accessibility of the program. It will make down loading documents more efficient and make documents more readily available to the public.

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The Town Clerk's office will take our annual class with DEC.

Anyone wishing information on free rabies clinics please contact my office.

Beach passes are now available at the Town Clerk's office.

Please remember that the Town Clerk's Hours for summer are:

Mon – Fri 9 am to 4 pm

Wednesday nights until 6 pm

If you are in need of services not during posted hours please do not hesitate to call me at 518-674-2026 ext 22 or my home at 518-674-5721 as emergencies do happen.

Please do not hesitate to contact my office if I can ever be of assistance to you.  
Call 518-674-2026 ext 22.

**SUPERVISOR'S REPORT:**

- Update on the proposed zoning code- reviewing comments/concerns and hopes to move as expeditious as possible.
- May 15 met with the Sand Lake Business Association
- May 22 met with the Rensselaer County Supervisors – discussion of rising health insurance
- June 1 final MS4
- June 2 Town wide Clean Up Day Extended Hours of Convenience Facility – Highway Dept. Thanked all the volunteers, girl scouts, boy scouts etc.
- Read letter from Erickson's that thanked the highway employees for their help with the Veteran's Park.
- May 31 Rensselaer County Plateau Alliance
- June 4 met with Averill Park School officials regarding water source/shared walkway
- Noted the vandalism done at Butler Park,
- Encouraged resident to be vigilant in light of several burglaries in Taborton.
- Noted the theft of 22 aluminum grates removed from sewer easement.
- Acknowledged the retirement of Fred Schreyer.

**COMMITTEE REPORTS:**

**YOUTH** – Lindsay Marshall – Youth Director – Summer Camp still has many openings.

**BICENTENNIAL-** Fred Erickson- Co-Chair of the Bicentennial Celebration – June 12 is the actual 200<sup>th</sup> Birthday of the town. We sang happy birthday to the town and Supervisor Fasoldt blew out the candles. On June 14 is the Garden Tour 4-8 and 73 days until August 25.

**PLANNING OVERSITE COMMITTEE-** Fred Erickson – Volunteers have stepped forward and have started the Mining Leason Committee.

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**BUILDING/ZONING** – Fred Schreyer – Report on file in the Town Clerk’s Office. Fred thanked everyone.

**PLANNING BOARD** – Justin Schultz – Planning Board Chairman – Report on file in the Town Clerk’s Office.

**Lindsay Kestner** – Engineer – Report on file in the Tow Clerk’s Office

**BOARD MEMBER REPORTS:**

**PUBLIC WORKS** - On file in the Town Clerk’s Office.

**HIGHWAY** - On file in the Town Clerk’s Office.

**CONVENIENCE FACILITY** – Paul Splain - On file in the Town Clerk’s Office.

**INSURANCE** – Paul Splain – None at this time.

**CABLE** - Paul Splain - On file in the Town Clerk’s Office.

**ANIMAL CONTROL** – Ray Turner - On file in the Town Clerk’s Office

**LIBRARY** – Ray Turner - On file in the Town Clerk’s Office.

**PHYSICAL FACILITIES** – Mark Cioffi - On file in the Town Clerk’s Office.

**INTERNAL CONTROL** – Mark Cioffi - On file in the Town Clerk’s Office.

**BEACH** – Mark Cioffi - On file in the Town Clerk’s Office. Beach will open on Saturday, June 23, 2012.

**STREET LIGHTS** – None at this time

**PARKS AND RECREATION** - On file in the Town Clerk’s Office.

**YOUTH** – Christine Kronau - On file in the Town Clerk’s Office.

**SENIORS/SENIOR VAN** – Christine Kronau - On file in the Town Clerk’s Office.

**AMBULANCE/PUBLIC SAFETY** – Christine Kronau - On file in the Town Clerk’s

**VETERANS** – Christine Kronau – On file in the Town Clerk’s Office.

**PLANNING OVERSIGHT/LINKAGE STUDY** – On file in the Town Clerk’s Office.

**COMMENTS FROM RESIDENTS: None at this time.**

Supervisor Fasoldt noted that the board would be going into Executive Session after the Business section of the meeting to discuss Yost vs. Town of Sand Lake and Crown Atlantic vs. Town of Sand Lake.

**RESOLUTION #2012-06-82**

**Appointment – Deputy Town Attorney/Assistant Town Attorney – Planning and Zoning**

Supervisor Fasoldt moved and Councilman Cioffi seconded the following resolution:

**Be it Resolved**, that Lawrence E. Howard, Esq. is hereby appointed to serve as Deputy Town Attorney to the Planning and Zoning Boards for a term beginning July 1, 2012 and ending December 31, 2013 at an annual salary of \$10,000, and

**Be it Further Resolved**, that Scott Ely, Esq. is hereby appointed as Assistant Deputy Town Attorney to the Planning and Zoning Board for a term beginning July 1, 2012 and ending December 31, 2013 for an annual salary of \$2,000.

**ADOPTED = AYES 5 NAYS**

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**RESOLUTION #2012-06-83**

**Appointments – Summer Day Camp**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Be it Resolved**, that the Town Board hereby appoints the following staff for the 2012 Summer Day Camp session:

<b>Name</b>	<b>Position</b>	<b>Hourly Rate</b>
Lindsay Marshall	Director	
Brooke Wagner	Health Director	12.00
Douglas Lenseth	Assistant Director	11.25
Hannah Linden-Darrow	Arts & Crafts Coordinator	9.00
Alex Navratil	Sports Coordinator	9.00
Matthew Giddings	Senior Counselor	8.25
Lindsey DeCamp	Senior Counselor	8.25
Patty Marshall	Senior Counselor	8.25
John Lantz	Senior Counselor	8.25
Katie Vogel	Counselor 3	7.25
Sarah Caruso	Counselor 2	7.25
Morgan McEvilly	Counselor 2	7.25
Lynn-Marie Beckwith-Grieco	Counselor 1	7.25
Patrick Mancino	Counselor 1	7.25
Jacqueline St. Pierre	Counselor 1	7.25
Molly Fryer	Counselor 1	7.25
Matthew Reasor	CIT	5.00
Megan Regan	CIT	5.00
Nicholas Hastings	CIT	5.00
Rebecca Lenseth	CIT	5.00
Kylee Mueller	CIT	5.00

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION#2012-06-84**

**Authorization to Attend Training – Assessor**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Be it Resolved**, that Town Assessor, Judy Goodyer, is hereby authorized to attend a two day seminar on appraising at Cornell University, Ithaca, New York being held July 16<sup>th</sup> through July 20<sup>th</sup> and shall be advanced or compensated for the registration fee, transportation expenses,

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discounted room rate and meal expenses based upon the State allowance as budgeted for in the 2012 Town Budget.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION#2012-06-85  
Authorization – Sell Surplus Highway Equipment**

Supervisor Fasoldt moved and Councilman Cioffi seconded the following resolution:

**Whereas**, from time to time the Town of Sand Lake removes old and obsolete items from inventory, and

**Whereas**, the Commissioner of Public Works/Highway Superintendent has determined a 10 foot dump body owned by the Highway Department does not fit any vehicle owned by the Town and should be declared surplus town equipment; now therefore,

**Be it Resolved**, that the Town Board hereby authorizes the Commissioner of Public Works/Highway Superintendent to sell the aforementioned equipment without warranty, and be it further

**Resolved**, that this resolution shall take effect immediately upon passage and all proceeds of the sale of said surplus property be deposited in the Town's Highway Fund.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION#2012-06-86  
Authorization – Training for Planning Board Members**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Be it Resolved**, that the Town Board hereby authorizes Dominick Bates, Robert Bentz and Ralph LaMontagna to attend a training conference presented by the Capital District Regional Planning Commission at Hudson Valley Community College on June 20, 2012 and shall be advanced or compensated for the \$30.00 per person registration fee and transportation expenses as budgeted for in the 2012 Town Budget.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION#2012-06-87  
Award Bid – Liquid Asphalt**

Supervisor Fasoldt moved and Councilman Cioffi seconded the following resolution:

**Whereas**, in accordance with the recommendation of the Commissioner of Public Works/Highway Superintendent, and

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**Whereas**, pursuant to the Town's procurement policy, the Town Board authorized sealed bids for the purchase of approximately 12,000 gallons of Blended Liquid Asphalt CAT WM-2 at the May 9, 2012 regular Town Board Meeting, and

**Whereas**, the Town Clerk properly advertised for sealed bids and said bids were received, opened and read aloud on May 30, 2012, now therefore,

**Be it Resolved**, that the bid is awarded to The Gorman Group for 12,000 gallons Cationic/Winter Mix at \$3.23 per gallon delivered to the Town's stockpile location with price including pug mill and mobilization, and

**Be it Further Resolved**, that the Town Board authorizes the Supervisor, upon review of Counsel, to sign and execute all necessary documents.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-88**

**Authorization – Agreement for Landfill Monitoring**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Whereas**, upon completion of the Town's Landfill Closure Project in 1994, New York State Department of Environmental Conservation (DEC) regulations provide for environmental compliance monitoring consisting of groundwater monitoring, observation of landfill cap integrity, and gas monitoring; and

**Whereas**, the firm of Clark Patterson Associates, formerly Smith & Mahoney, P.C. designed, supervised the closure of the project and has been performing said monitoring services since 1994, and

**Whereas**, in 2010 the Town's Director of Purchasing received quotes from engineering firms to conduct a cost comparison and Clark Patterson was one of the lowest responsible bidders; now therefore

**Be it Resolved**, that the Town Board authorizes the Town Supervisor, upon review of Counsel, to retain the services of Clark Patterson for the year 2012 to perform landfill environmental compliance monitoring for a cost not to exceed \$6,900.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-89**

**Appointments - Life Guards and Beach Aides**

Supervisor Fasoldt moved and Councilman Cioffi seconded the following resolution:

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**Be it Resolved** , that the Town Board appoints the following Life Guards and Beach Aides for the 2012 summer season at Reichards Lake Beach:

<b>Beach Employees</b>	<b>Position</b>	<b>Hourly Rate</b>
Michael Maxwell	Head Lifeguard	\$11.50
Alyssa Bonesteel	Lifeguard	\$10.50
Samuel Beaulac	Lifeguard	\$10.50
Anne O'Brien	Beach Aid	\$ 7.50
Maureen O'Brien	Beach Aid	\$ 7.50

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION#2012-06-90**

**Authorization – Purchase Highway Truck**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Be it Resolved**, that upon the recommendation of the Commissioner of Public Works/Highway Superintendent, the Town Board authorizes the purchase of a Dodge 4500 Truck with components under Office of General Service Group 40570 Contract #PC63529 Truck and #PC63530 Components for the sum of \$74,721.91 ( \$40,000 from DA5130.2 and \$34,721.91 from A881 Equipment Account).

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-91**

**Authorization – Rebid HVAC - Town Hall**

Supervisor Fasoldt moved and Councilman Cioffi seconded the following resolution:

**Whereas**, on May 25, 2012 a single bid for the heating, ventilation and air conditioning (HVAC) contract for the Sand Lake Town Hall was opened, read and recorded, and

**Whereas**, it has been recommended by the Buildings and Facilities Committee that the single bid received be rejected due to the significant cost, and

**Whereas**, modifications to the specifications may produce a lower cost, now therefore,

**Be it Resolved**, that the Town Board authorizes the re-bidding of the HVAC contract for Town Hall and directs the Town Clerk to properly notice and advertise the re-bid.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-92**

**Authorization – Request for Proposals – Real Property Reassessment Program**

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Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Whereas**, in 2007 pursuant to Sections 301 and 205 of the New York State Real Property Tax Law the Town of Sand Lake conducted a reassessment of all real property, and

**Whereas**, in order to qualify for State Aid, the Town of Sand Lake must adhere to a cyclical reassessment plan in which each parcel is reappraised individually at least once every four years and all parcels are physically inspected at least once every six years; and

**Whereas**, the Town Assessor has recommended to the Board that the Town solicit bids for expertise from companies capable of assisting the town in this undertaking and successfully completing a reassessment of approximately 3,900 parcels of real property over a 10 month period, now therefore

**Be it Resolved**, that the Town Board authorizes the Supervisor, upon review of Counsel, to solicit proposals to assist in conducting the Real Property Reassessment Project.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-93  
Inter-municipal Agreement**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Whereas**, by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and by borrowing or lending materials and supplies, the Town of Sand Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing of 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, exchanging, leasing, renting or maintaining 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 of Sand Lake 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 obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process, and;

**Whereas**, it is the intent of this Board to give the head of the highway department the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with

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the persons serving in similar capacities in other municipalities without the necessity of obtaining the prior approval of the Town Board prior to the making of each individual arrangement, and;

**Whereas**, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, which will grant the person holding the position comparable to that of the head of the highway department, authority to make similar arrangements, and;

**Whereas**, it is hereby determined that it will be in the best interest of the Town of Sand Lake to be a party to such shared services arrangements;

Now, therefore, be it **Resolved**, that the Supervisor is hereby authorized to sign contracts in the attached format on behalf of the Town:

**CONTRACT FOR SHARED HIGHWAY SERVICES**

1. For purposes of this contract, the following terms shall be defined as follows:
  - a. *"Municipality"* shall mean any city, county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned city/county/town or village.
  - b. *"Contract"* shall mean the text of this agreement which is similar in terms and effect with comparable 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.
  - c. *"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 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, or a service of equal value, in exchange.

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iv. The maintenance of machinery or equipment by a municipality for other municipalities.

d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; 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, the town superintendent of highways; in the case of a village, 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 approved a similar contract and filed such contract with the clerk of the undersigned municipality.

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

a. The Town of Sand Lake agrees to rent or exchange or borrow from any municipality any and all materials, machines and equipment, with or without operators, which it may need for the purposes of the Town of Sand Lake. The determination as to whether such machinery, with or without operators, is needed by the Town of Sand Lake shall be made by the superintendent. The value of the 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 Sand Lake agrees to rent, exchange or lend to any municipality any and all materials, machines 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 best interests of the Town of Sand Lake to lend to another 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 Sand Lake, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

c. The Town of Sand Lake agrees to repair or maintain machinery or equipment for any city, county, town or village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.

d. 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

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to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

e. 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.

f. 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.

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

4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of material 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, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, 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 services arrangement 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 repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and 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 the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be 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 paragraph e of section three of this agreement, shall be considered the machinery of, and the employees of, the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the

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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 repair.

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

10. In the event a dispute arises relating to any repair, maintenance or 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 filing a notice of such revocation. 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. The record of all transactions that have taken place as a result of the Town of Sand Lake 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 board semiannually 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, unless the Town Board requests the submission of records at different times and dates.

14. If any provision of this contract 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 with the invalid portion 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 Supervisor. The Town Board may extend or renew this contract at the termination thereof for another five year period.

16. Copies of this contract shall be sent to the clerk and the Superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the superintendent.

**IN WITNESS THEREOF**, the said Town of Sand Lake has by order of the Town Board, caused these presents to be subscribed by the Supervisor, and the seal of the Town of Sand Lake to be affixed and attested by the Clerk thereof, this \_\_\_\_ day of June, 2012.

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Town of Sand Lake

By:

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

This Resolution shall take effect immediately.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-94  
Budget Transfers and Amendments**

Supervisor Fasoldt moved and Councilwoman Kronau seconded the following resolution:

**Budget Transfer**

<b>From</b>	<b>To</b>	<b>Amount</b>
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**Be It Resolved**, the following transfers and amendments are made to the 2012 Budget:

A 3620.1	A 1420.1	\$1000
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Code Enforce Pers	Attorney Pers	
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**Budget Amendment**

**Bicentennial Celebration**

Increase appropriation A 7989.4 – Other Culture and Recreation (Bicentennial) in the amount of \$700 by appropriating the Bicentennial Board Designated Account A 892 in the amount of \$700.00

**Purchase of 1 Ton Highway Truck**

Increase appropriation A9901.9000 – Interfund transfer in the amount of \$34,721.91 by appropriating the Board Designated Equipment Account A881 in the amount of \$34,721.91.

Increase revenue DA5031.9999 – Transfers In in the amount of \$34,721.91.

Increase appropriation DA 5130.2 – Machinery Equipment in the amount of \$34,721.91.

**ADOPTED = AYES 5 NAYS 0**

**RESOLUTION #2012-06-95  
Acceptance of Town Road and Sewer – Westfall Village – EJP, Inc.**

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Councilman Cioffi moved to amend and Councilwoman Kronau seconded this addition.

**MOTION CARRIED = UNANIMOUS**

Supervisor Fasoldt moved and Councilman Cioffi seconded the following resolution:

**Whereas**, the Department of Public Works has conducted a visual inspection of the sewer system and utilities located on Averill Avenue in Westfall Village in the Town of Sand Lake; and

**Whereas**, in a written memorandum dated May 21, 2012, the Commissioner of Public Works indicated that the road met the specifications and requirements set forth in town code, and

**Whereas**, the Planning Board has received a copy of an Irrevocable Letter of Credit No. 2012-A-157 from EJP, Inc. in the amount of \$52,000 which covers top course of pavement, and

**Whereas**, the Town Planning Board Engineer is in receipt of all sewer inspections and testing records and has indicated that the sewer system is in compliance, and **the town will receive periodic updates to as built drawings as the project progresses. (Added to resolution)**

**Whereas**, the Sewer Department has conducted training for the pump station and has been provided with As Built Maps of the project along with manuals for the pump station and generator; now therefore,

**Be it Resolved**, that the Town Board hereby accepts dedication of Averill Avenue in Westfall Village, upon submission of a deed in proper form approved by the Town Attorney.

**ADOPTED = AYES 5 NAYS 0**

**COMMENTS FROM RESIDENT:**

Scott Paul questioned the relationship between Lindsay Marshall and Patty Marshall. He wondered if the Ambulance would reimburse the town for gas used. Clarification on annual salary of two new lawyers and questioned the equipment account A881/Budget.

Supervisor Fasoldt moved to go into executive session at 9:03 PM.

**MOTION CARRIED = UNANIMOUS**

Supervisor Fasoldt reopened the meeting at 9:17 PM. No action taken.

Supervisor Fasoldt moved to close meeting at 9:18.

**MOTION CARRIED = UNANIMOUS**

A complete accounting of all discussions on agenda is available for review on

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audio tape in the Town Clerk's Office.

Respectfully submitted,

Barbara A. Biittig  
Town Clerk