

AGENDA - PUBLIC HEARING
VILLAGE OF POTSDAM
CIVIC CENTER BOARD ROOM
PARK STREET, POTSDAM, NY
May 18, 2015 – 6:40 P.M.

RE: To receive public comments on a proposed
Local Law to amend Chapter 168, Vehicles
and Traffic, Section 168-53 Fine Schedule
to increase fines.

1. OPEN THE MEETING:
2. TAKE THE ROLL:
3. READ LEGAL NOTICE AS PUBLISHED (copy attached):
4. PUBLIC COMMENTS:
5. CLOSE THE HEARING:

LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BOARD OF TRUSTEES OF THE VILLAGE OF POTSDAM, NY, ON MONDAY, May 18, 2015 AT 6:40 P.M. IN THE CIVIC CENTER BOARD ROOM, PARK STREET, POTSDAM, NEW YORK. THE PURPOSE OF THE HEARING IS TO RECEIVE PUBLIC COMMENT REGARDING A PROPOSED LOCAL LAW TO AMEND CHAPTER 168, VEHICLES AND TRAFFIC, SECTION 168-53 FINE SCHEDULE TO INCREASE FINES.

BY ORDER OF THE BOARD OF TRUSTEES
OF THE INCORPORATED VILLAGE OF
POTSDAM, NEW YORK

LORI S. QUEOR, VILLAGE CLERK

AGENDA - REGULAR MEETING
VILLAGE OF POTSDAM BOARD OF TRUSTEES
MAY 18, 2015 - 7:00 P.M.

POINT OUT THE LOCATION OF THE EXITS ON THE NORTH AND EAST WALLS OF THE BOARD ROOM. ADVISE THAT THE BOARD ROOM HAS A CAPACITY FOR 109 PEOPLE.

ROLL CALL:

1. APPROVAL OF MINUTES:

April 29, 2015	Special Meeting	5:30 p.m.
May 4, 2015	Regular Meeting	7:00 p.m.
May 7, 2015	Special Meeting	11:00 a.m.

2. MAYOR'S COMMENTS:

3. TRUSTEES COMMENTS:

4. ADMINISTRATOR'S COMMENTS:

5. CODE ENFORCEMENT OFFICER'S REPORT:

6. POLICE CHIEF'S REPORT:

7. PUBLIC COMMENTS:

AGENDA - REGULAR MEETING
VILLAGE OF POTSDAM BOARD OF TRUSTEES
MAY 18, 2015 - 7:00 P.M.

8. NEW BUSINESS:

Trustee _____ Moved and Trustee _____ Seconded a resolution approving the partial expenditures for the month of May 2015 in the amount of \$135,540.64 chargeable to the following funds:

General Fund	\$ 79,140.85
Water Fund	13,694.13
Sewer Fund	24,991.87
Hydro Fund	336.21
Trust & Agency Fund	874.73
Trash Fund	<u>16,502.85</u>
TOTAL	<u>\$135,540.64</u>

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution approving the additional expenditures for the month of April 2015 in the amount of \$240,136.87 chargeable to the following funds:

General Fund	\$116,766.89
Water Fund	25,256.39
Sewer Fund	25,949.43
Hydro Fund	3,018.54
Trash Fund	67.78
Trust & Agency Fund	2,204.53
Capital Fund	37,382.00
Payroll Fund	<u>29,491.31</u>
TOTAL	<u>\$240,136.87</u>

AYES _____

NAYS _____

AGENDA - REGULAR MEETING
VILLAGE OF POTSDAM BOARD OF TRUSTEES
MAY 18, 2015 - 7:00 P.M.

Trustee _____ Moved and Trustee _____ Seconded a resolution to set the annual salaries of Village Management and Non-Union personnel effective at the first pay period following June 1, 2015:

RECREATION DIRECTOR, T. CAREY	52,667
VILLAGE ADMINISTRATOR, E. BASFORD	81,600
CHIEF WATER/WASTEWATER/HYDRO, R. HENNINGER	70,105
POLICE CHIEF, K. BATES	84,391
ADMIN. ASST./ACCT. CLERK, C. VIVLAMORE	38,886
VILLAGE CLERK/TREASURER, L. QUEOR	66,228
DIRECTOR OF PLANNING & DEVELOPMENT, F. HANSS	72,356
MUSEUM CURATOR, M. VANDEUSEN	35,545
VILLAGE COURT CLERK, S. GUERIN	33,445
VILLAGE COURT CLERK, S. WARNER	44,104
SUPERINTENDENT OF DPW, B. HENDERSON	69,495
CODE ENFORCEMENT OFFICER, G. THOMPSON	45,101

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution authorizing the Treasurer to make the following FY 14-15 budget modifications:

INCREASE	Description	DECREASE	Description	Amount
05-3120-426	Telephone	05-3120-408	Ammo/supplies	\$ 64.19
05-3120-105	Holiday pay	05-3120-492	Gas, oil	1,921.43

ROLL CALL VOTE:

AYES:

NAYS:

AGENDA - REGULAR MEETING
VILLAGE OF POTSDAM BOARD OF TRUSTEES
MAY 18, 2015 - 7:00 P.M.

Trustee _____ Moved and Trustee _____ Seconded a resolution authorizing the Village Clerk to advertise for bids for the sale of hay at the Potsdam Airport (Damon Field) and at vacant property the Village owns on Elm Street. Successful bidder to cut, bale and remove hay and submit a proposal on a unit (per bale) price.

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution authorizing the Treasurer to modify the 2014-15 budget expense lines for the fiscal year ending May 31, 2015 by transferring money between expense accounts as needed to keep the budget lines from being over expended. No additional expense or revenue shall be added to the budget.

ROLL CALL VOTE:

AYES:

NAYS:

Trustee _____ Moved and Trustee _____ Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Passero Associates in the amount of \$1,699.70 for professional serviced rendered during April 2015 in connection with the Runway 6-24 rehabilitation project at the Potsdam Airport. FAA AIP No. 3-36-0099-30-14.

AYES _____

NAYS _____

AGENDA - REGULAR MEETING
VILLAGE OF POTSDAM BOARD OF TRUSTEES
MAY 18, 2015 - 7:00 P.M.

Trustee _____ Moved and Trustee _____ Seconded a resolution authorizing the use of \$5,000 from the Museum Rosse Account to be transferred to the Friends of the Museum Fund at the Northern New York Community Foundation.

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution authorizing the use of \$500 from the Museum Rosse Account for the Spinning & Weaving program at the Potsdam Museum. These funds will be added to the Special Services line (05-7450- 480) of the Museum budget.

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution as follows:

Whereas, the New York State Department of Transportation proposes a Signal Improvement Project which will include reconstructing Traffic Signals in 3 locations within the Village of Potsdam, PIN 7805.83, St. Lawrence County and

Whereas, the State will include as part of the construction, reconstruction, or improvements of the above mentioned project, the reconstruction of sidewalks pursuant to Section 46, Village of the Highway Law and

Whereas, the State will provide for the construction of the above mentioned work, as shown on the contract plans relating to the project.

Now Therefore, Be it Resolved, that the Village of Potsdam approves the reconstruction of sidewalks and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the Village of Potsdam will maintain or cause to be maintained the relocated, reconstructed and/or constructed sidewalks performed as above stated and as shown on the contract plans, including the control of snow and ice.

Be it Further Resolved, that the Clerk of this Board is hereby directed to transmit four (4) certified copies of the foregoing resolution to: New York State Department of Transportation, 317 Washington Street, Watertown, NY 13601, Attn: Brian A. Baxter, P.E.

AYES' _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution accepting a purchase offer in the amount of \$35,000 (Thirty-Five Thousand Five Hundred Dollars) from Stacey M. Howlett, DDS for lot #8 at the Potsdam Commerce Park, Pioneer Drive, Potsdam, NY. Further authorizing the Mayor to sign the purchase offer.

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution as follows:

LOCAL LAW #3-2015

Section 1. Purpose.

The Purpose of this Local Law is to Amend Chapter 168 Vehicles and Traffic; §168-53 of the Village of Potsdam Municipal Code.

Section 2. Amendment.

§ 168-53 Fine schedule.

AMENDED AS FOLLOWS:

- A. Fines for violations shall be as follows:
- (1) Overtime parking: \$14.
 - (2) No-parking zone: \$14.
 - (3) Parking wrong side of street: \$14.
 - (4) No parking, driveway or crosswalk: \$14.
 - (5) No parking from 2:00 a.m. to 6:00 a.m.: \$27.
 - (6) No parking from 3:00 a.m. to 6:00 a.m.: \$27.
 - (7) No parking from 10:00 a.m. to 4:00 p.m.: \$27.
 - (8) No parking on the sidewalk: \$14.
 - (9) No parking in an intersection: \$27.
 - (10) No parking, fire hydrant or fire lane: \$27.
 - (11) Parking in prohibited area: \$14.
 - (12) Double-parking: \$14.
 - (13) Handicapped parking: \$50 for a first offense.
 - (14) Other: \$14.
 - (15) Front yard parking: \$14.

AGENDA - REGULAR MEETING
VILLAGE OF POTSDAM BOARD OF TRUSTEES
MAY 18, 2015 - 7:00 P.M.

- B. The overtime parking fine shall increase to \$20 if not paid within seven days. Parking violations in Subsection A(2) through (15) shall increase by \$5 if not paid within seven days. All parking violations listed above shall increase to \$30 if not paid within 30 days with the exception of Subsection A(13) above.

Section 3. Enactment.

This Local Law shall become effective immediately upon the notification of the filing of same with the Secretary of State.

ROLL CALL VOTE:

AYES:

NAYS:

Trustee _____ Moved and Trustee _____ Seconded a resolution to go into executive session for the discussion of contracts at _____ p.m.

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution to adjourn the executive session at _____ p.m.

AYES _____

NAYS _____

Trustee _____ Moved and Trustee _____ Seconded a resolution to adjourn the Regular Meeting of the Village of Potsdam Board of Trustees of May 18, 2015 at _____ p.m.

AYES _____

NAYS _____

A Special Meeting of the Village of Potsdam Board of Trustees was held on Wednesday, April 29, 2015 at 5:30 P.M., in the Civic Center Board Room, Park Street, Potsdam, New York.

PRESENT: Deputy Mayor Ron Tischler
Trustees Warr & Hopke

ALSO PRESENT: Everett Basford, Administrator

Deputy Mayor Tischler opened the meeting at 5:30 P.M., pointed out the location of the exits on the North and East walls of the Board Room, advised that the Board Room has a capacity for 109 people, and took the roll stating that all members were present with the exception of Mayor Yurgartis and Trustee Garner.

NEW BUSINESS:

Trustee Warr Moved and Trustee Hopke Seconded a resolution to go into Executive Session for the discussion of contracts and the employment history of a particular person at 5:31 p.m.

Ayes 3 (Deputy Mayor Tischler) Nays 0
(Trustee Warr & Hopke)

Trustee Warr Moved and Trustee Hopke Seconded a resolution to adjourn the Executive Session at 5:44 p.m.

Ayes 3 (Deputy Mayor Tischler) Nays 0
(Trustee Warr & Hopke)

The board back in Regular Session considered the following:

Trustee Warr Moved and Trustee Hopke Seconded a Resolution authorizing the Mayor, or in his absence, the Deputy Mayor to sign the Excellus BC/BS Proposal – PPO B \$5/\$15/\$30 Rx, \$1,000 OOP Max for the Contract Period June 1, 2015 through May 31, 2016.

Ayes 3 (Deputy Mayor Tischler) Nays 0
(Trustees Warr & Hopke)

Trustee Warr Moved and Trustee Hopke Seconded a resolution to adjourn the Special Meeting of The Village Board of Trustees held on April 29, 2015 at 5:47 p.m.

Ayes 3

(Deputy Mayor Tischler)
(Trustee Warr & Hopke)

Nays 0

Respectfully submitted,

Lori S. Queor
Village Clerk

A Regular Meeting of the Village of Potsdam Board of Trustees was held on Monday, May 4, 2015 at 3:00 P.M., in the Civic Center Board Room, Park Street, Potsdam, New York.

PRESENT: Mayor Yurgartis
Trustees Warr, Hopke & Tischler

ALSO PRESENT: Everett Basford, Village Administrator
Lori S. Queor, Clerk/Treasurer
Greg Thompson, Code Officer
Bob Henninger, WTP/WWTP Chief Operator
Fred Hanss, Planning Director

Mayor Yurgartis opened the meeting at 3:00 P.M., and stated that all members were present with the exception of Trustee Garner.

Mayor Yurgartis then stated that the following sets of minutes had been submitted for Board approval:

April 20, 2015	Regular Meeting	7:00 p.m.
April 20, 2015	Executive Session	7:28 p.m.

A Motion was made by Trustee Tischler and Seconded by Trustee Warr to approve the minutes as submitted. All were in favor, none opposed, motion carried.

Mayor's comments: Roy D. Graves Post 1194 Ladies Auxiliary will be holding Buddy Poppy Sales on May 8, 2015.

Trustees' comments: Trustee Warr had no comments. Trustee Hopke stated that the outdoor Farmer's Market starts on Saturday, she asked about fines for parking being in the code and stated that she would like board members to skype into the meetings if they can not be in attendance as the board's attendance this year has not been stellar. Trustee Tischler had no comments.

Administrator's Comments: Administrator Everett Basford stated that the crane is lined up for Wednesday to get the gear box back into the East Hydro plant and that Bob has got everything lined up and ready to go with Bill's General Repair and his guys. Mr. Basford said that the DPW has fixed the last water break hopefully and that the batch plant opened so they will be working on putting in the asphalt patches on the breaks they had to fix this year. He then informed the board that an unusual thing happened Sunday morning with the fire department getting several call about sprinkler systems having low pressure. He said that the water plant had a quick power outage which likely dropped the pumps off momentarily causing a fluxuation of pressure.

Public Comment: Bob Burns of Main Street stated that he is going to try and attend more meetings and will likely be a pain the neck a few times.

New Business:

Trustee Tischler Moved and Trustee Warr Seconded a resolution approving the partial expenditures for the month of May 2015 in the amount of \$26,835.92 chargeable to the following funds:

General Fund	\$ 16,085.52
Water Fund	3,616.78
Sewer Fund	7,127.71
Hydro Fund	<u>5.91</u>
TOTAL	\$ <u>26,835.92</u>

AYES 4 (Mayor Yurgartis)
 (Trustee Warr, Hopke
 & Tischler) NAYS 0

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to make the following FY 14-15 budget modifications:

<u>INCREASE</u>	<u>Description</u>	<u>DECREASE</u>	<u>Description</u>	<u>Amount</u>
05-5110-483	Paving Mat.	05-2302-000	Snow charges	\$10,000.00

ROLL CALL VOTE:

AYES 4 (Mayor Yurgartis)
 (Trustee Warr, Hopke
 & Tischler) NAYS 0

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to levy delinquent accounts and omitted taxes in the sum of \$1,506.94 delinquent water in the sum of \$13,109.18; delinquent sewer in the sum of \$13,764.01 and delinquent trash in the sum of \$6,368.21 for a total due and owing the Village of Potsdam in the sum of \$34,748.34.

AYES 4 (Mayor Yurgartis)
 (Trustee Warr, Hopke
 & Tischler) NAYS 0

Trustee Tischler Moved and Trustee Warr Seconded a Resolution Approving the election of the following officers in the Potsdam Fire Department for one (1) Official Year, Commencing April 10, 2015:

Justin C. Perry
4 Canal Street, Potsdam

Chief

Danielle M. Rose
1 Cottage Street, Potsdam

First Assistant Chief

Timothy L. Jerome
519 River Road, Potsdam

Second Assistant Chief

David W. McGregor
19 Larnard Street, Potsdam

Third Assistant Chief

AYES 4 (Mayor Yurgartis)
(Trustee Warr, Hopke
& Tischler)

NAYS 0

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Barton & Loguidice, Syracuse, NY in the amount of \$5,130.00 for professional services rendered through March 28, 2015 in connection with the Wastewater Treatment Plant Upgrade project. Funds to come from Sewer Fund Contingency.

AYES 4 (Mayor Yurgartis)
(Trustee Warr, Hopke
& Tischler)

NAYS 0

Trustee Tischler Moved and Trustee Warr Seconded a resolution authorizing the Treasurer to pay the following invoice:

TO: Lemire, Johnson & Higgins, Malta, NY in the amount of \$99.00 for professional services rendered in March 2015 in connection with JEDA Capital 56 LLC v. Village of Potsdam. Funds to come from Water Fund Contingency.

AYES 4 (Mayor Yurgartis)
(Trustee Warr, Hopke
& Tischler)

NAYS 0

A Special Meeting of the Village of Potsdam Board of Trustees was held on Thursday, May 7, 2015 at 11:00 A.M., in the Civic Center Board Room, Park Street, Potsdam, New York.

PRESENT: Mayor Steve Yurgartis
Trustees Warr & Hopke

ALSO PRESENT: Everett Basford, Administrator
Lori Queor, Clerk/Treasurer
Bob Henninger, WTP/WWTP Chief Operator

Mayor Yurgartis opened the meeting at 11:00 A.M. and took the roll stating that all members were present with the exception of Trustee Tischler and Trustee Garner.

NEW BUSINESS:

Trustee Hopke Moved and Trustee Warr Seconded a resolution authorizing the Mayor to sign a Power Purchase Agreement and an Operating Agreement between the Village of Potsdam and Clarkson University for the West Dam Hydro.

Ayes 3 (Mayor Yurgartis) Nays 0
(Trustee Warr & Hopke)

Mayor Yurgartis thanked Clarkson University with working with the Village for over two years on this project. He stated that this agreement will more than double the income we projected we would get with the West Dam Hydro project. He stated that during original discussions it was going to be a 50/50 split but Clarkson on their own proposed a 90/10 split with the Village getting 90% and Clarkson getting 10%. He stated that this is a win/win for all involved and is finally some good news for our West Dam Hydro project.

Trustee Hopke Moved and Trustee Warr Seconded a resolution to adjourn the Special Meeting of The Village Board of Trustees held on May 7, 2015 at 11:04 a.m.

Ayes 3 (Mayor Yurgartis) Nays 0
(Trustee Warr & Hopke)

Respectfully submitted,

Lori S. Queor
Village Clerk

BUDGET MODIFICATION REQUEST

Date of request: 5/13/15

I request that the following budget modification be done:

Account to receive additional funds: 3120-426 - TELEPHONE SERVICE

Account to give up funds: 3120-408 POLICE AWARD/SUPPLIES

Amount of Budget Transfer: \$ 64.19

Reason for Budget

Transfer: SUPPLEMENT TELEPHONE SERVICE LINE

Department Head Signature: CHIEF P. A. [Signature]

Treasurer's Approval: _____

Date entered: _____ Batch Number: _____

BUDGET MODIFICATION REQUEST

Date of request: 5/13/15

I request that the following budget modification be done:

Account to receive additional funds: 3120-105 - HOLIDAY PAY

Account to give up funds: 3120-492 - GAS, OIL, LUBE

Amount of Budget Transfer: \$1921.43

Reason for Budget

Transfer: SUPPLEMENT HOLIDAY PAY LINE

Department Head Signature: CHIEF [Signature]

Treasurer's Approval: _____

Date entered: _____ Batch Number: _____

MR. EVERETT BASFORD
VILLAGE OF POTSDAM
CIVIC CENTER
PARK STREET - P.O. BOX 5168
POTSDAM, NY 13676

May 06, 2015
Invoice No: 61330

Project Manager Shawn Bray
Project 20130401.0005 RUNWAY 6-24 REHABILITATION - DESIGN AND GRANTS
ADMINISTRATION

FAA AIP No. 3-36-0099-030-2014

Professional Services for the Period: April 01, 2015 to April 30, 2015

Total Fee	113,700.00		
Percent Complete	100.00	Total Earned	113,700.00
		Previous Fee Billing	112,000.30
		Current Fee Billing	1,699.70
		Total Fee	1,699.70
		Total Project Invoice Amount	\$1,699.70

Please review this invoice and contact the Project Manager within 10 days if you have any questions.*** Terms: Net 30 Days ***

EB
5/11/15
25-5610-207

**POTSDAM PUBLIC MUSEUM
Board of Trustees**

May 5, 2015

The Potsdam Public Museum Board requests that the Village board transfer \$5,000 from the Museum Rosse Special Account to the Friends of the Museum Fund at the Northern New York Community Foundation (NNYCF), Watertown , NY.

The Friends of the Potsdam Museum started this Endowment with a gift of \$5,000 and the museum board would like to match this gift.

The endowment at the NNYCF will ensure that the museum will have funding in the future for staffing and programs important to our community.

Thank you for your support.

The Museum Board

Jan Wojcik, President
Tom Baker, Vice President
Mary Cabral, Secretary
Laura Ettinger
Dick Lunt
Leslie Thorpe
Lisa Amati
Jim Carl
Sara Lynch

MAY 12, 2015

TO: LORI

FR: MIMI

RE: VILLAGE BOARD AGENDA

① MUSEUM BOARD VOTED UNANIMOUSLY
ON MAY 5th TO TRANSFER
\$500 FROM ROSANNA ROSSE



SPECIAL ACCOUNT TO
05-2450-480 (SPECIAL ~~ACCOUNT~~ SERVICES)
TO SUPPORT THE SPINNING +
WEAVING PROGRAM

② JUST CONFIRMING THAT YOU
HAVE THE REQUEST FOR
\$5,000 FROM R. ROSSE TO GO
TO NORTHERN NY COMMUNITY
FOUNDATION ~ ~~POTSDAM MUSEUM~~
~~EMPOWERMENT~~ ~ ~~FRIENDS OF THE~~
~~MUSEUM~~



Department of
Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

April 21, 2015

Honorable Steven Yurgartis, Mayor
Village of Potsdam
P.O. Box 5168
Potsdam, New York 13676

Dear Mr. Yurgartis,

Re: Sidewalk Resolution
Signal Improvement project 2015
Various Locations in Jefferson, St.
Lawrence and possibly Lewis, Clinton &
Franklin Counties
PIN 7805.83,

Currently this project has seven (7) separate and distinct sites in two counties of Region 7 and there could be one or several other undesignated traffic signals added to the project that could be in any county in Region 7.

Sites #1 - #4 are located on Arsenal Street in the City/Town of Watertown, Jefferson County.

Site #5 will be a complete traffic signal replacement at the intersection of U.S. Route 11 and Union St. in the Village of Potsdam, St. Lawrence County.

Site #6 will be a complete traffic signal replacement at the intersection of N.Y.S Route 56 and Sisson Road in the Village of Potsdam, St. Lawrence County.

Site #7 will be a complete traffic signal replacement at the intersection of U.S. Route 11 and N.Y.S. Route 56 in the Village of Potsdam, St. Lawrence County.

This contract is expected to be Let on June 23, 2015.

Construction on the project will consist of traffic signal rebuilds on sites 1 through 4 and complete traffic signal rebuilds on sites 5 through 7.

Concrete sidewalk replacement on sites 5 through 7 and spanwire replacement on sites 1 through 4 as well as other miscellaneous construction will also take place throughout the project.

Because of the work scheduled to be done on this project, which will include replacing sidewalk on Sites 5 through 7, the following enclosed resolution should be acted on by the Village Board at this time.

1. A Sidewalk Maintenance resolution pertaining to maintenance of sidewalks which will be constructed as a part of the construction of this project.

**RESOLUTION BY THE VILLAGE BOARD
OF THE VILLAGE OF POTSDAM
FOR THE MAINTENANCE OF SIDEWALKS**

RESOLUTION NO. _____

WHEREAS, the New York State Department of Transportation proposes a Signal Improvement Project which will include reconstructing Traffic Signals in 3 locations within the Village of Potsdam, P.I.N. 7805.83, St. Lawrence County and

WHEREAS, the State will include as part of the construction, reconstruction, or improvements of the above mentioned project , the reconstruction of sidewalks pursuant to Section 46, Villages of the Highway Law and

WHEREAS, the State will provide for the construction of the above mentioned work, as shown on the contract plans relating to the project.

NOW, THEREFORE,

BE IT RESOLVED: That the Village of Potsdam approves the reconstruction of sidewalks and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the Village of Potsdam will maintain or cause to be maintained the relocated, reconstructed and/or constructed sidewalks performed as above stated and as shown on the contract plans, including the control of snow and ice.

BE IT FURTHER RESOLVED: That the Clerk of this Board is hereby directed to transmit four (4) certified copies of the foregoing resolution to:

New York State Department of Transportation
317 Washington Street
Watertown, New York 13601
Attn: Brian A. Baxter, P.E.

CAPPELLO & LINDEN
P.O. Box 5153
Potsdam, NY 13676
Phone: (315) 265-2747

Fax: (315) 265-2749

PURCHASE/SALE AGREEMENT FOR REAL ESTATE

DATES & PARTIES: 1. This agreement is made the _____ day of February, 2015 between Village of Potsdam having an office at Civic Center, Park Street, Potsdam, NY 13676 hereinafter called the Seller, and Stacey M. Howlett residing at 836 River Road, Norwood, NY 13668 hereinafter called the Buyer.
Seller's Phone # 265-7480 Buyer's Phone # 261-8360.

PROPERTY: 2. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the following described real estate together with all buildings and improvements thereon, situate in the Village of Potsdam County of St. Lawrence and State of New York being parcel No. 8 as delineated on Exhibit A attached hereto and made a part hereof as if more fully set forth herein.

For a more complete description reference is made to deed recorded in County Clerk's Office in Part of Instrument No.: 2000-9717.

PRICE & ESCROW: 3. The purchase price is Thirty Five Thousand and 00/100 Dollars \$ 35,000.00 which shall be paid by the Buyer to the Seller as follows:

- a. Cash deposit: Receipt of which is acknowledged by Seller \$ 500.00
- b. Additional cash deposit \$ 0.00
- c. Balance at closing \$ 34,500.00

All monies deposited or paid prior to closing shall be paid to Cappello & Linden who shall retain them in escrow until the completion or termination of this agreement.

CLOSING: 4. Closing shall be made at the office of Buyer's attorney or bank (on or before April 1, 2015, or as soon thereafter as abstract(s) can be brought up to date, but in no event later than sixty (60) days after the scheduled closing date unless this Agreement is extended in writing by all parties thereto.

TITLE & ABSTRACT: 5. Seller is to convey the premises free and clear of all liens and encumbrances excepting, however, existing tenancies, existing building or zoning restrictions, ordinances, easements of record, utility easements, and easements, restrictions of uses, and any state of facts a physical inspection of the premises may disclose. Title shall be good and marketable.

Seller is to deliver to Buyer's attorney at least seven (7) days before closing date, a forty year original abstract of title certified down to date and ten year tax search. If title to the premises is found to be defective in the opinion of buyer's attorney, Seller shall have thirty (30) days after receipt of written notice within which to cure the purported defects. At time of closing title is to be conveyed by warranty deed with lien covenant, unless otherwise specified herein.

SURVEY: 6. If any surveys or deed plots are deemed necessary because the existing description of the premises is unascertainable, they shall be obtained and paid for by the Seller. If a survey is necessary solely because of the requirements of the Buyer's lender, Buyer shall pay for a survey.

POSSESSION: 7. Possession is to be delivered at closing.

ADJUSTMENTS: 8. All taxes, water and sewer assessments, rents, and fuels remaining on the premises are to be pro-rated as of closing. State, County and Town Taxes shall be adjusted and apportioned on a calendar year beginning January 1 and ending December 31. School taxes shall be adjusted and apportioned for the fiscal year beginning July 1 and end the following June 30, and Village taxes shall be adjusted and apportioned for the fiscal year beginning June 1 and

ending the last day of May following or as otherwise provided by law.

INCLUSIONS: 9. Intentionally omitted.

DAMAGE OR LOSS: 10. The parties agree that the provisions of the Uniform Vendor and Purchaser Risk Act (New York General Obligations Law, 5-1311) shall govern the risk or loss in the event the premises or any part thereof are destroyed by fire or other cause or taken for public use prior to the closing of this transaction.

DEFAULT: 11. In the event the Seller is unable to give good and marketable title, Buyer shall have the option of taking such title as Seller can give without reduction of purchase price, or of being repaid all monies paid by Buyer and held in escrow as part of the purchase price in which case Buyer shall be released from all liability and this Agreement shall become null and void. Should Buyer fail to make additional payments as specified in paragraph 3, or violate or fail to fulfill and perform any of the terms or conditions of this Agreement, all deposits and other sums paid by the Buyer on account of the purchase price whether required by this Agreement or not, may be retained by Seller, either on account of the purchase price or as liquidated damages for such breach, as Seller may elect, and in the latter event, Seller shall be released from all liability and this Agreement shall become null and void. Seller's waiver of one breach of any covenant of this contract shall not be construed as a waiver of any subsequent breach.

REPRESENTATIONS: 12. It is understood that Buyer has inspected the property and that the Buyer has agreed to purchase it in its present condition "as is" unless otherwise specified herein. All appliances shall be sold "as is". The Seller agrees to maintain the grounds and the improvements and buildings thereof in the same condition as prevails at the time of the signing of this Agreement, reasonable wear and tear excepted. Buyer affirms that Buyer is aware of all zoning restrictions that would be applicable to this property.

Seller makes no representations or warranties relating to either hazardous substances and/or contamination of any kind which may be on the Property. Buyer may at its cost and expense obtain an Environmental Audit from an Environmental Engineer of Buyer's choice. Buyer shall rely solely on the information provided in said audit with no representation, warranties or indemnification have been or will be made by Seller to Buyer of any condition on the Property whatsoever. In the event that such environmental audit reveals or indicates the presence, or potential presence, of any hazardous substances of any kind or contamination of any kind on the Property and Buyer nonetheless proceeds to close this transaction, Seller shall in no way be responsible for the hazardous substances and/or contamination the presence or potential presence of which is indicated in the environmental audit or under any further environmental studies as may be performed by Buyer at any time, regardless of when discovered by Buyer and Buyer, under such circumstances shall defend, indemnify and hold Seller harmless from all liabilities of any kind and nature arising from such hazardous substances and/or contamination of any kind on the Property. This provision shall survive both delivery of the Deed to the Property to the Buyer and its recording in the office of the St. Lawrence County Clerk.

WHOLE AGREEMENT: 13. This Agreement contains the whole Agreement between the Seller and the Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Any changes or additions to this Agreement must be made in writing and executed by the parties thereto.

RECORDING: 14. This Agreement shall not be recorded in the County Clerk's Office or in any other office of public record.

ASSIGNMENT: 15. This Agreement shall be binding upon the respective heirs, executors, administrators, distributees, successors, and assigns of the parties hereto.

OPTIONAL CLAUSES. 16. The following clauses are part of this Agreement only if they are completed.

Check here _____ a. This Agreement is contingent upon Buyer obtaining mortgage(s) totaling _____% of purchase price at the prevailing rate amortized over not less than _____ years. The interest rate ceiling stated in this contingency shall not include any points or other fees charged by the lender. Buyer shall within _____ days of this Agreement prepare and file a good faith application for a mortgage with a bona fide lending institution.

Check here _____ b. Sale of this property is contingent on the Buyer's (securing a binding purchase

appraisal fee, and any other fees necessary to the loan. Seller agrees to pay a mortgage commitment fee of not more than ____ % of the mortgage ("points") and to provide at Seller's expense water tests, septic tests and termite inspection where required. (1) See FHA addendum () (2) See VA addendum ()

Check here ____ e. (Survey) (Deed plot) shall be completed at the expense of _____ by _____ confirming representations of acreage and frontage and showing all improvements. Should there be any substantial discrepancies this offer may be rescinded by Buyer.

Check here ____ f. There are no contingencies in this offer.

Check here ____ g. Seller warrants that all plumbing, heating and electrical systems are operable at closing. The representation shall not survive closing.

Check here ____ h. Buyer shall have the right to conduct a walk-through inspection of the premises within 24 hours prior to closing.

Check here X i. Contingent upon the Seller completing all required remedial work necessary to address any storm water issues on the premises to be conveyed by this agreement.

Check here X j. Contingent upon Buyer with the cooperation of Seller including Seller signing all necessary applications for any permits, if necessary, to enable Buyer to secure all necessary permits from all federal, state and local agencies to construct and operate her dental practice.

Check here X k. Contingent upon Seller providing proof that the Village Board of Trustees approved this transaction.

MORTGAGE CONTINGENCY

SATISFACTION: 17. Intentionally omitted.

3/16/2015 SH

TIME LIMIT: 18. This offer is good until ~~2/15/2015~~ 3/16/2015 at Noon. Should the offer not be accepted, all deposit money held in escrow shall be returned.

AGRICULTURAL DISTRICT NOTICE: 19. If the property which you are planning to acquire is located partially or wholly in an agricultural district [this may be confirmed by calling the Assessor of the Town in which the subject property is located], the State of New York requires that the seller shall deliver to the prospective buyer, the following notice:

"IT IS THE POLICY OF THIS STATE AND COMMUNITY TO CONSERVE, PROTECT AND ENCOURAGE THE DEVELOPMENT AND IMPROVEMENT OF AGRICULTURAL LAND FOR THE PRODUCTION OF FOOD, AND OTHER PRODUCTS, AND ALSO FOR ITS NATURAL AND ECOLOGICAL VALUE. THIS DISCLOSURE NOTICE IS TO INFORM PROSPECTIVE RESIDENTS THAT THE PROPERTY THEY ARE ABOUT TO ACQUIRE LIES PARTIALLY OR WHOLLY WITHIN AN AGRICULTURAL DISTRICT AND THAT FARMING ACTIVITIES OCCUR WITHIN THE DISTRICT. SUCH FARMING ACTIVITIES MAY INCLUDE, BUT NOT BE LIMITED TO, ACTIVITIES THAT CAUSE NOISE, DUST AND ODORS". PROSPECTIVE RESIDENTS ARE ALSO INFORMED THAT THE LOCATION OF PROPERTY WITHIN AN AGRICULTURAL DISTRICT MAY IMPACT THE ABILITY TO ACCESS WATER AND/OR SEWER SERVICES FOR SUCH PROPERTY UNDER CERTAIN CIRCUMSTANCES.

HOME EQUITY THEFT PROTECTION ACT: 20. Intentionally omitted.

UTILITY SERVICE/UTILITY SURCHARGE DISCLOSURES: 21. The following clauses are part of this Agreement only if they are completed.

Check here [] a. If the preceding box is checked, Seller represents and discloses to Buyer that there is no utility electric service provided to the subject premises and Buyer, by signing below, acknowledges such disclosure.

Dated: _____

Buyer

Buyer

Check here [] b. If the preceding box is checked, Seller represents and discloses to Buyer that the property which is the subject of this Agreement is subject to an electric, gas and/or water utility surcharge and assessment for the purpose of defraying the costs associated with the electric, gas or water line extension or for the purpose of defraying the costs associated with related facilities located upon the subject premises and Buyer, by Buyer's signature below, acknowledges such disclosure by Seller.

Dated: _____

Buyer

Buyer

UNCAPPED NATURAL GAS WELLS DISCLOSURE: 22. Check here [] If the preceding box is checked, Seller represents and discloses to Buyer that there is located and situate upon the subject real property of this Agreement uncapped natural gas wells and Buyer, by Buyer's signature below, acknowledges receipt of such disclosure from Seller.

Dated: _____

Buyer

Buyer

LEGALLY BINDING: THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED. IT IMPOSES SPECIFIC LEGAL OBLIGATIONS AND GIVES SPECIFIC LEGAL RIGHTS TO BOTH BUYER AND SELLER. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANY PORTION OF IT, YOU SHOULD CONSULT AN ATTORNEY BEFORE SIGNING.

Date: 2/13/15 [Signature]
Witness

[Signature] (3254097)
Signature of Buyer Social Security #
Stacey M. Howlett

Date: _____
Witness

Signature of Buyer Social Security #

Village of Potsdam

Date: _____
Witness

By: _____
Signature of Seller Social Security #
Steven W. Yurgartis, Mayor

Date: _____
Witness

Signature of Seller Social Security #

Buyer's Attorney Cappello & Linden

Seller's Attorney _____

Address P.O. Box 5153 76 Market Street
Potsdam, NY 13676

Address _____

Local Law Filing

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County
City
Town
Village

of POTSDAM

Local Law No. 3 of the year 2015

A local law

to Amend Chapter 168, Vehicles and Traffic, §168-53 Fine Schedule
(Insert Title)

Be it enacted by the BOARD OF TRUSTEES of
the

County
City of POTSDAM as
Town follows:
Village

Section 1. Purpose.

The Purpose of this Local Law is to Amend Chapter 168 Vehicles and Traffic; §168-53 of the Village of Potsdam Municipal Code.

Section 2. Amendment.

§ 168-53 Fine schedule.

AMENDED AS FOLLOWS:

- A. Fines for violations shall be as follows:
- (1) Overtime parking: \$14.
 - (2) No-parking zone: \$14.
 - (3) Parking wrong side of street: \$14.
 - (4) No parking, driveway or crosswalk: \$14.
 - (5) No parking from 2:00 a.m. to 6:00 a.m.: \$27.
 - (6) No parking from 3:00 a.m. to 6:00 a.m.: \$27.

- 7) No parking from 10:00 a.m. to 4:00 p.m.: \$27.
- 8) No parking on the sidewalk: \$14.
- 9) No parking in an intersection: \$27.
- 10) No parking, fire hydrant or fire lane: \$27.
- 11) Parking in prohibited area: \$14.
- 12) Double-parking: \$14.
- 13) Handicapped parking: \$50 for a first offense.
- 14) Other: \$14.
- 15) Front yard parking: \$14.

- B. The overtime parking fine shall increase to \$20 if not paid within seven days. Parking violations in Subsection A(2) through (15) shall increase by \$5 if not paid within seven days. All parking violations listed above shall increase to \$30 if not paid within 30 days with the exception of Subsection A(13) above.

Section 3. Enactment.

This Local Law shall become effective immediately upon the notification of the filing of same with the Secretary of State.