

**Town of New Scotland  
Special Town Board Meeting  
February 4, 2016**

The following Town Officials were in attendance:

Supervisor:	Douglas LaGrange
Councilperson:	Patricia Snyder William Hennessy Adam Greenberg
Town Attorney:	Michael Naughton
Deputy Town Clerk:	Patricia Barber

**Call to Order**

Supervisor LaGrange called the meeting to order at 6:00 PM.

**Voorheesville Community & School Foundation discussion about the donations process for the Hilton Barn Project.**

Councilperson Snyder thanked the VCSF for coming. The Board had discussed a way for the Town to accept donations for the Hilton Barn Project. VCSF has offered to facilitate this for the Town as it has done for other organizations and projects in the Town.

Pat Conway and Karen Pirozzi, representatives of the Foundation, addressed the Board. VCSF recently got involved in this project as the result of an email and follow-up phone call Mrs. Conway received from former Councilperson Dan Mackay. A website for people interested in saving the Hilton Barn has been established, and they are starting to collect pledges. These pledges need to turn into dollars, but a repository for these funds needs to be established. The Foundation is a not-for-profit that can accept and allocate funds for this kind of project; it has done things like that before.

Some background on the organization was provided by Mrs. Conway. It was established in 1999 by some local community members who wanted to put an organization together to enhance opportunities in education, athletics, and culture within the Voorheesville School District and within the boundaries of the Town of New Scotland and the Village of Voorheesville. The bylaws state that the Foundation can support established not-for-profit entities that operate within those geographic boundaries, or the school district, or those municipalities themselves. Money is raised through direct donations. Most of the donations are not tied to anything. Most of their money is raised through an annual fundraiser. There are a number of people who occasionally send donations. Most of the support the Foundation provides is in the form of grants or other financial assistance, for example, buying an ad in the playbill of a high school musical. That is like giving them a grant; they are using that money to operate. Awards are typically awarded for capital purchases, seed money to start a club, and to sponsor events or have speakers coming in as long as it is enhancing educational, cultural, or athletic opportunities within the geographic boundaries. Several times, the Foundation has assisted groups or active citizens that had a concern and were not themselves established not-for-profit organizations. The Foundation has worked with them because the end product of what they are doing is going to benefit a not-for-profit. One example of this would be the sports wall in the Village of Voorheesville. Some citizens and an Eagle Scout wanted to do that. The Foundation collected funds for them and managed their finances. In the end, the Village owns that structure. The Football Booster Club is not on paper a not-for-profit. They are concerned parents, and they needed to buy uniforms one year. The Foundation helped them out. The uniforms are owned by the school district. A group in Voorheesville did a Green Clean Day last summer. They wanted to support the Garden Club, but they wanted to give them a gift, so people wrote checks to the Foundation. The Foundation kept track of who the donation was for. In the end, the Foundation gave a gift to the Garden Club. The Foundation has done this before on the order of several thousand dollars for various groups.

Councilperson Hennessy asked if the group has to be a 501c3. Mrs. Conway replied that it has to be an established tax-exempt entity within the Town, Village, or school district.

In a situation such as the Hilton Barn Project, we would have to make sure that the funds are going toward something that falls within the mission of the Foundation, and certainly preserving the culture of the Town falls within the mission. Funds could not be allocated toward any commercial venture. A timeline should be put on the collection of funds; donations would be collected for a specified amount of time. The Foundation would keep track of the donated funds and who made the donations. If the

**Town of New Scotland  
Special Town Board Meeting  
February 4, 2016**

project should not happen for some reason, donors would have the option of having their donations returned or donated to another fund. If the Foundation does this for us, the Town would just have to go to the them, ask for the money stating what is it to be used for, and the Foundation would write a check. Last year from September to September, the Foundation gave out about \$30,000. This year, they have surpassed that amount and it is only February.

To clarify, Councilperson Greenberg stated that the Foundation would collect the donations but not necessarily organize any fundraising. Mrs. Conway stated that they had not been asked to organize fundraising. It is something they could do, but it seems that there are already other groups doing that, so she didn't want to duplicate anything the Town or other groups might be doing. Oftentimes, the Foundation will have one of their members on the organization's committee. If people are giving money to the Foundation, they want to be good stewards. The project still has to always fall within the Foundation's mission.

Supervisor LaGrange stated that the main concern was to have one place where people could donate whether it be through the Rail Trail's, Dan Mackay's, the Town's, or any other Facebook page. This would help the Town a lot because right now the Town is focused on the actual barn move itself.

Attorney Naughton asked if we could work it out so that we would post something on our website about the barn-moving project with a link to the VCSF.

Mrs. Conway replied that the Foundation could accept donations through the website but there would be a fee because it would be through a credit card or PayPal. Cash or check donations would not have a fee imposed. The Town could get updates on how much has been collected whenever we request them, and the Town could receive payments from the fund as needed.

Attorney Naughton stated that a resolution is not necessary to set this up. The Foundation is volunteering to perform this service for us. The Town just needs to coordinate it with our website and provide a link to the VCSF website. The VCSF website is currently under construction and they hope to have it up and running very soon. The Foundation will stay in touch with the Supervisor's office when their website is operational and we will put the link on our website.

**Discussion/Action re: results of bids for clearing of Hilton Barn relocation site**

Supervisor LaGrange stated that three bids had been received for clearing the relocation site and the path to the site. Highway Superintendent Guyer had also gotten an estimate on machinery rental with Highway employees doing the work. Councilperson Greenberg said that comparing all four estimates, the low bid actually seems to be the best choice.

Attorney Naughton prepared a contract for the lowest bidder which is JBS Land Service. The contract sum is \$2400. At a previous Board meeting, the Board had authorized up to \$3000 for the scope of service, so this is well within that. It covers removing brush and trees up to 6 inches in diameter. If trees are bigger than that, it is not the contractor's responsibility and will be removed by County or Town forces. The contractor will clear approximately 2 acres, 1 acre of which is the entire Hilton site which is a 1.1-acre parcel, and then he will clear the whole path for getting it from the current site to the proposed site which is approximately 80 feet wide. He will then clear some land on the Traditional Builders side. His insurance company has already provided a certificate of insurance naming the Town as an additional insured. Traditional Builders and the Hilton heirs will also have to be named as additional insureds. In terms of the amount of time to complete the work, Attorney Naughton suggested that it be 10 days from February 5. The contractor wanted to move that to 20 days from February 15. If the Town is ready to accept this bid, a resolution is needed to authorize the contract.

Supervisor LaGrange incidentally reported that the cost of renting the machinery and having the work done by Town or County employees would be \$2200. There would be the learning curve to get up to speed with operating the machinery, and the Town would still have to pay the Highway Department for fuel, labor, etc., so it would end up costing more than we would be paying JBS Land Service.

**RESOLUTION 2016-054**

Supervisor LaGrange offered the following resolution and moved its adoption:

RESOLVED that the Town Board of the Town of New Scotland accept the bid from Jim Bohl of JBS Land Service for the subsequent clearing of all land as part of the Hilton Barn relocation project

**Town of New Scotland  
Special Town Board Meeting  
February 4, 2016**

and authorize the Supervisor to sign the agreement.

Seconded by Councilperson Hennessy. All present and voting, the motion carried (4 Ayes).

**Discussion/Action re: results of bids for proposals for moving of the Hilton/Osterhout barn**

There were two bidders for this portion of the project. Mr. Dempf of Stantec and others put together a list of items needing clarification. This list was sent to both bidders, and after the results were received, and all things were considered, it seems that the contract should be awarded to Wolfe House & Building Movers from Bernville, Pennsylvania.

Attorney Naughton stated that it appears that we are ready to accept the Wolfe bid with all of the clarifications. Because there was a need to sort through what the request for proposal was, the bid proposal response, and the clarifications that came in, Attorney Naughton drafted an agreement that would bring all of those things together and harmonize them into one agreement. For the record, it should be explained where we are on the Wolfe bid.

Wolfe is ready to do the entire scope of moving the barn from the existing site on the Traditional Builders' property across the street to the Hilton site and leaving it on temporary cribs for \$121,600. That includes prevailing wages and the cost of using a steel-plate system so that we will not need to build a temporary gravel road with fabric, etc. Attorney Naughton called Wolfe today to try to get further understanding about how that would work. The gentleman at Wolfe confirmed that we would either go with a gravel road which the Town would have to be responsible for or pay Wolfe to do the steel-plate system which would cost \$18,000 with prevailing wages. In terms of what would need to be done for compaction of the ground, he is familiar with the site, and he said that as long as we had it cleared, stumped, and run over with a bulldozer a couple of times, that level of compaction would be enough for them to use their steel-plate system. Ramps to the road would be the Town's responsibility, but we would not have to create a whole temporary road.

In addition, Attorney Naughton had questions about the remobilization and what that included. He was concerned that the Town would have to put the barn in the same spot where we had to build the foundation. It would be more expensive and more labor intensive to do the work underneath the barn if that was where the foundation had to go. The Wolfe rep clarified that the barn would be put down in a temporary spot, and when they came back to remobilize they would move the barn onto the finished foundation that the Town had prepared. If we have Wolfe put the barn in its permanent location, the remobilization charge of \$12,400 would be eliminated. We have retained that option in the contract.

Assuming the barn is left on temporary cribbing while the Town prepares the foundation, there will be no rental charges for 45 days. If we still do not have the foundation ready after 45 days, we will be accruing rental charges of \$1200 per month. In the bid, there is something about a \$50 a day damage clause if we are keeping their equipment. This \$1200 a month fee is a discount on the \$50 a day fee. The \$50 a day fee is if we have remobilization and the barn is sitting over the foundation but for some reason they cannot finish the job and pull all of their steel and equipment out of it and take it back to Pennsylvania with them, we would be charged \$50 a day. Attorney Naughton has requested that the \$50 a day penalty only be assessed due to something that is the Town's fault. The foundation is the Town's responsibility. If for some reason the barn wasn't quite ready to be lowered down, it would be the Town's fault, and Wolfe would give us notice. We would have seven days to cure that before the \$50 a day fee started running. The 7-day cure period is not in the Wolfe proposal, but Attorney Naughton thinks that they will agree to it. If there is some question about whose fault it is that their steel is sitting in the barn and they are not able to finish the job, we would be able to work that out during the 7-day period. We will wait to see what the reaction is to the proposed Wolfe contract. All the terms that were in the RFP, the proposal, and in the clarifications have now been distilled into this revised contract. It also sets forth in one place what the responsibilities of the Town of New Scotland are. This is called "Exclusion Responsibilities of the Town." The Town is responsible for obtaining permits and approvals; we have pretty much done everything in that regard. The NYS Department of Transportation permit is lined up. The Town is responsible for removal of the wood floor and any non-weight-bearing internal walls that might need to be removed because they are going to be placing steel I-beams 2 or 3 feet off the ground through the barn. The Town is responsible for disconnecting utilities and power to the barn. The Town is responsible for locating and marking any underground tanks and septic systems. The Town is responsible for furnishing, installing, filling in, and compaction of a crawlspace if necessary, but that

**Town of New Scotland  
Special Town Board Meeting  
February 4, 2016**

may not be necessary. The Town is responsible for coordinating all utilities, entering into contracts, and paying fees to temporarily move the utilities. The Town is responsible for clearing the haul route and removing stumps (that is in the contract with Mr. Bohl). The Town is responsible for providing the dirt haul route with compaction sufficient enough to handle the weight of a dump truck. After the relocation of the barn to the Hilton site and leaving it there on a temporary basis, the Town is responsible for a permanent foundation, a suitable ramp for Wolfe to place the barn on the foundation, the backfilling of the foundation, and the shim fittings of the sills and beams. The Town is responsible for replacement of any siding removed during the relocation process. Because the steel beams are going to go through the barn, there is going to be removal of some of the siding. The Town is responsible for traffic control during the road crossing.

Attorney Naughton discussed the foundation with the Wolfe representative. Cutouts are not an issue because they are not putting the steel beams underneath the barn, they are putting them through the barn. The Wolfe rep stated that what they have seen in most cases is that there will be footings placed, foundation walls, and a last level of masonry block on top of the foundation walls to make shimming easier. Pour a concrete slab on this and then drop the barn onto the foundation. The slab needs to be 6 inches thick, and it needs to cure. In any event, he will give Attorney Naughton the names of architects and contractors they have worked with before, and perhaps they can confer with whatever architect we hire to design our foundation. Some of the learning curve could be eliminated this way.

Finally, Attorney Naughton wanted to point out the timing of payment. The proposal submitted had three payments of approximately \$40,000 each. Attorney Naughton suggested that the Town pay \$40,000 when all of the equipment is in place and they are ready to commence the hauling. The Town would then pay \$80,000 when the barn is in place on its temporary cribbing on the Hilton site. This is subject to negotiation; Mr. Kendall from the Wolfe company will look this over and get back to us. The remobilization fee of \$12,400 would be paid after the barn is put on the foundation.

Councilperson Greenberg stated that he and Councilperson Hennessy have met with the architect, and he has made a couple of suggestions, but he thinks that we need the Wolfe rep here to tell us whether those would work or not. Wolfe has agreed to come up twice, and Councilperson Greenberg would like to know about the timing of those visits. Attorney Naughton stated that there is no specific date for them to come, but we would like them to come soon in terms of planning. Supervisor LaGrange stated that they would also like to address our questions to him in a timely fashion. Attorney Naughton thought that we could make a minor change in the proposal regarding the dates of the visits. In order to meet the Town's deadline, Wolfe will have to come up here right away. He will request that a site visit be made by Wolfe within 7-10 calendar days of signing the contract.

Councilperson Greenberg then asked what happens if the barn falls apart or Wolfe somehow fails to deliver the barn to its new location. Attorney Naughton stated that Wolfe is going to provide a performance bond. If the barn falls apart, we do not pay them anything other than the first \$40,000. This is written into the contract. The performance bond is related to the contract sum. It does not really insure the actual value of the barn; we do not know what the value of the barn is. There is nothing in the proposal or RFPs about what happens if the barn falls apart in the middle of the road. He has added a contract clause that states that Wolfe is responsible for picking it up and getting it cleaned up within 24 hours.

We have a signed license agreement with Traditional Builders that has been countersigned by the Town. It gives us the rights to the barn. We now have a signed license agreement from the Hilton heirs that allows us to clear their site and move the barn over there even before closing, so the Town is ready to proceed.

Bob Parmenter asked if any special precautions need to be taken when crossing the highway to protect the pavement. Councilperson Hennessy stated that route 85A is a state road, and it is Wolfe's responsibility per the contract.

**Town of New Scotland  
Special Town Board Meeting  
February 4, 2016**

**RESOLUTION 2016-055**

Supervisor LaGrange offered the following resolution and moved its adoption:

RESOLVED that the Town Board accept the bid from Wolfe House & Building Movers from Bernville, Pennsylvania, for the move of the barn at a cost of \$121,600 for the move itself, \$12,400 for a possible eventual remobilization, and a potential \$1200 per month cost for rental if necessary of the cribbing and other hardware involved which would start 45 days after the move. It is further resolved that the Supervisor be authorized to sign the contract that has been emailed to us and outlined by Attorney Naughton subject to some minor changes that have been discussed and at the discretion of Attorney Naughton to make.

Seconded by Councilperson Greenberg. All present and voting, the motion carried (4 Ayes).

Supervisor LaGrange then announced that he had just received an email from Assemblywoman Fahy's assistant stating, "The initial eligibility review by the Assembly Ways and Means Committee for the Town of New Scotland's Osterhout 1898 Barn Project is completed. This email includes the next step which is the State and Municipal Facilities Program Preliminary Application requesting more detail about the project. Upon completion, this more detailed application will again be reviewed and approved by the Assembly Ways and Means Committee before being formally submitted to the Dormitory Authority for a more intensive review process. Please fill out and return..." It is Supervisor LaGrange's understanding that this was the biggest of the hurdles to get over, and it is somewhat of a vetting process. That will be completed and returned to them tomorrow. We are also planning to submit an application to Senator Amedore's office hoping for opportunities. They have asked for some detailed information also. The Albany County Capital Resource Corporation has tentatively approved, subject to the public hearing on February 17, 2016, the \$50,000 grant to the Town of New Scotland for this project.

Attorney Naughton stated that an effort was made to get a signed license agreement from Mr. Kain, one of the Hilton heirs, to clear the land prior to closing, Mr. Kain was concerned that his option contract was for the sum of \$25,000 for 1 acre of land. When he signed the option agreement, he had crossed out "approximately 1 acre." The survey showed that it was 1.1 acre, so Mr. Kain asked that the price be adjusted to \$25,000 plus \$2500 for the 0.1 acre. The Mohawk Hudson Land Conservancy has agreed to that. Because Jennifer Hilton has agreed to waive her half of the \$2500, it will be an added cost of \$1250. The Town should pass a resolution that if MHLC needs that \$1250 to be able to close, the Town will reimburse that amount at the time of closing. That money will come out of the Capital Project Fund established on January 27, 2016.

**RESOLUTION 2016-056**

Supervisor LaGrange offered the following resolution and moved its adoption:

RESOLVED, that the Town Board of the Town of New Scotland will, upon notification from the Mohawk Hudson Land Conservancy of the necessity, pay up to \$1250 out of the Capital Project Fund created for the Hilton Barn Project to cover the cost of the extra 0.1 acre to Mr. George Kain.

Councilperson Snyder seconded the motion. All present and voting, the motion carried (4 Ayes).

**RESOLUTION 2016-057**

Councilperson Greenberg made a motion to adjourn, seconded by Supervisor LaGrange. All present and voting, the motion carried (4 Ayes). The meeting adjourned at 7:00 PM.

Respectfully submitted,

Patricia A. Barber  
Deputy Town Clerk