

**TOWN OF BIG FLATS AGENDA
WEDNESDAY, FEBRUARY 24 2016 AT 7:00 P.M.**

WATER BOARD

CALL TO ORDER

NEW BUSINESS

Agreement, sharing water with the Town of Big Flats / Elmira Water Board

TOWN BOARD

CALL TO ORDER

CONCERNS OF THE PEOPLE

MINUTES –January 13, 2016, January 27, 2016 and February 10, 2016

UNFINISHED BUSINESS

Local Law #1 of 2016 Zoning Amendment
Fiber Cable Expansion Funds

NEW BUSINESS

Budget Transfers
Abstract of Audited Vouchers
Non-Matching Grants & Foundation Funds for approval to seek
Big Flats Planning Board Member Resignation & New Member Appointed
Amending the GOC for Big Flats American Legion Post #1612
Communication Log
Proclamation –Trooper Andrew Sperr March 1st

RESOLUTION NO. 01-022416

RESOLUTION AUTORIZING THE TOWN SUPERVISOR TO SIGN THE AGREEMENT REGARDING SHARING WATER WITH THE TOWN AND THE ELMIRA WATER BOARD AS SET FORTH BELOW

WHEREAS THE Town of Big Flats has a need for an additional source of water, and

WHEREAS the Town of Big Flats and the Elmira Water Board have negotiated the agreement which follows and the Town of Big Flat are in the process of constructing a new water pump which will facilitate the transfer of water from the Elmira Water Board system, and

WHEREAS for environmental review purposes, administration is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5(c) (20) and as such no further action is necessary regarding the same, now

THEREFORE BE IT RESOLVED the Town Board authorizes the Town Supervisor to sign the inter-municipal agreement with the Elmira Water Board which follows:

INTER-MUNICIPAL AGREEMENT

This Intermunicipal Agreement made this ____ day of _____, 2016 by and between THE ELMIRA WATER BOARD, a body corporate, organized and existing under Article X-A of the City Charter of the City of Elmira, New York, with its principal office at 261 West Water Street, Elmira, NY 14901

and

THE TOWN OF BIG FLATS, NEW YORK, a municipal corporation organized under the laws of the State of New York, with its principal office at 476 Maple Street, Big Flats, NY 14814-0449.

W I T N E S S E T H:

WHEREAS, the Elmira Water Board (hereinafter "Board") is authorized and empowered for and in the name of the City of Elmira to maintain, control and operate a system of water works to furnish the City of Elmira, its inhabitants, organizations and businesses with potable water; and

WHEREAS, pursuant to section 166-q of the Charter of the City of Elmira, New York, the Board is authorized to sell water to any corporation or individual outside of the city, to make connections with water main(s) outside the Board's system for the purpose of furnishing water and to fix the price therefor; and

WHEREAS, the Town of Big Flats (hereinafter "Town") operates a water system for its inhabitants and other users within the Town; and

WHEREAS, the Town has requested and the Board has agreed to provide potable water to the Town upon request by the Town and the Town has agreed to provide potable water to the Board upon request by the Board; and

WHEREAS, the Board's and the Town's systems are presently connected by an interconnection enabling the Board to provide water to the Town's system;

NOW, THEREFORE, for and in consideration of the covenants set forth herein, the parties agree as follows:

1. TERM/SUPPLY. The term of this Agreement shall be for three (3) years from the date first above written unless sooner terminated pursuant to section 9 herein below. The Board will provide Big Flats free of charge between June 15 and September 15 of each year during the term of this Agreement an amount of potable water necessary to maintain an acceptable chlorine residual at the service entrance to Southern Tier Crossing as measured either at the service entrance or the booster station at the Board/Big Flats interconnection.

2. WATER RATE. In addition to the free supply set forth in paragraph "1" above, during the term of this Agreement and subject to the limitations set forth in paragraph "5" below, the Board shall sell potable water to the Town in the event the Town experiences a water supply emergency at the rate of One and No/100 Dollar (\$1.00) per "unit" of water (a unit being 748 gallons). The parties shall mutually agree that a water supply emergency exists. In the event the Town sells potable water to the Board, the Board shall pay to the Town One and No/100 Dollar (\$1.00) per "unit". Each party will invoice the other on a monthly basis for potable water furnished to the other party during the immediately preceding month.

3. EQUIPMENT. In order for the Board to provide the Town with water at adequate pressure, a booster pump station must be installed. The Town shall be solely liable for the cost of the planning, construction, installation and maintenance of such a station, including the purchase and installation of all required equipment and a water meter of a type and size approved by the Board's Engineering Department.

4. PUBLIC NOTIFICATION. In the event of a maximum contaminate level, treatment technique or reporting violation occurring within the Board's treatment or distribution systems, the Board will notify the Town in accordance with the provisions of the Public Notification Rules of the Safe Drinking Water Act (SDWA). Upon receiving notification from the Board, the Town will be responsible for communicating this public notification to its customers in accordance with the Public Notification Rules of the SDWA.

5. LIMITATION. This Agreement is subject to the provisions of Elmira City Charter section 166-q which states that the Board shall not permit use of water to persons outside the city if the supply of water for the city of Elmira or its inhabitants will be insufficient. The Board specifically reserves the right to limit the sale of water under this Agreement or terminate this Agreement on reasonable notice to the Town if the supply of water for the city or its inhabitants will be insufficient.

6. ANNUAL WATER QUALITY REPORT. The Board will provide the Town with water system information and water monitoring data that will enable the Town to produce its annual water quality report as required by the New York State Department of Health. The Board will not be responsible for creating this report for the Town or for providing data on contaminants that are monitored by the Town. The Town is solely responsible for ensuring that its customers receive their annual water quality report in accordance with the requirements of the New York State Department of Health.

7. INDEMNIFICATION. Each of the parties indemnifies and holds harmless the other from any and all claims, causes of actions, judgments, costs, expenses (including reasonable attorneys' fees) arising as a result of the willful conduct or negligence of the indemnifying party, its contractors and representatives.

8. ASSIGNMENT. The Town will not assign this Agreement without the prior written consent of the Board.

9. TERMINATION. Either party may terminate this Agreement upon ninety (90) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ELMIRA WATER BOARD

By _____

Martin D. Chalk, Its President

TOWN OF BIG FLATS

By _____

Edward Fairbrother, Supervisor

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ELMIRA WATER BOARD

By _____
Martin D. Chalk, Its President

TOWN OF BIG FLATS

By _____
Edward Fairbrother, Supervisor

RESOLUTION NO.02-022416
TO APPROVE LOCAL LAW #1 OF 2016, ZONING AMENDMENT

Resolution by:
Seconded by:

WHEREAS the Town of Big Flats Department of Planning Staff have reviewed the Town of Big Flats Comprehensive Plan and the Town of Big Flats Town Center Strategic Plan and found reasonable facts to support the proposed local law#1, 2016 as submitted, and as follows:

17.04.060 Definitions

- Add the definition “Hobby Farm” to the 17.04.
 - Proposed Definition
 - **Hobby Farm** means any use accessory to the principal use involving the raising or gathering of *farm animals* for any purpose. (a) As used in this definition, *farm animals* consist of Horses, Cows, Llamas, Donkeys, Mules, Goats, Sheep, Chickens, Ducks, Geese, Turkeys, Poultry, Bee Keeping, Livestock of any kind, etc. (b) Any animal other than those commonly considered to be domestic pets such as dogs, cats, parakeets, house rabbits, aquatic and similar animals whose primary residence is inside the house located on such property which is utilized by the owners of said property as a residence shall be considered noxious and offensive uses of property, and as such constitute a nuisance. (c) The term *farm animals* does not include agri-business, agricultural animal, agricultural plant, commercial stable, private stable, factory farm, feedlot, kennel, and slaughterhouse.

17.12.010 Use Table

- Add the accessory use “Hobby Farm” to the accessory use table and permit such use as of right only in the rural RU and conservation C zones.

WHEREAS the Town of Big Flats Department of Planning staff provided a memorandum on January 20, 2016 supporting the need for said amendment, and

WHEREAS the Town of Big Flats Planning Board has reviewed local law #1, 2016 and found the zoning amendment to be consistent with the Town of Big Flats Comprehensive Plan and the Town of Big Flats Town Center Strategic Plan, and

WHEREAS the proposed action is a Type I action pursuant to SEQR 6 NYCRR Part 617, and

WHEREAS the Town of Big Flats Town Board hereby declares themselves as lead agency for environmental review, and

WHEREAS the Town of Big Flats Town Board has considered the Full Environmental Assessment Form and other materials prepared by Town Staff and Town in support of the proposed action, has considered the comments of the Town of Big Flats Planning Board, and

verbal commentary during the Town Board's meetings pertaining to the review and evaluation of the proposed action, and

WHEREAS the Town of Big Flats Town Board scheduled a public hearing on local law #1 of 2016 and said hearing was held on February 10, 2016, now

BE IT THEREFORE RESOLVED this Board hereby determines, pursuant to the provisions of SEQR 6 NYCRR Part 617, that the proposed Type I action will not have a significant effect on the environment and that preparation of an Environmental Impact Statement will not be required, thereby issuing a Negative Declaration, and

FURTHER RESOLVED the Town of Big Flats Town Board approves proposed Local Law #1 of 2016 and said Local Law is now referred to as Local Law #1 of 2016.

CARRIED: AYES:
 NAYS:

RESOLUTION NO.03-022416
AUTHORIZING THE EXPENDITURE FROM FUNDS SET ASIDE FOR FIBER CABLE
EXPANSION IN BIG FLATS IN THE AMOUNT OF \$17,335.19 FOR EXPANSION 1.4
MILES UP EACHER HOLLOW ROAD

Resolution by:
Seconded by:

WHEREAS at a meeting on April 22, 2015 this Board approved, in Resolution 120-15, that all sums received from all three cable franchisees from that date would be segregated into a separate budgetary item and be utilized to help fund, with the approval of the Board for each sum expended, the extension of fiber optic cable only services within the Town of Big Flats, and

WHEREAS Empire Long Distance Corporation (ELDC), which is part of the recent franchise agreement for fiber optic cable is seeking aid in constructing fiber facilities from their existing plant located near the intersection of Breed Hollow with Eacher Hollow Rd. to be built up Eacher Hollow Rd. for approximately 1.4 miles, and

WHEREAS the estimated cost of this expansion is \$34,670.38 and includes all engineering, permitting, make ready, fiber cable, splicing, and labor per correspondence from Empire's Vice President Brian Ketchum, and

WHEREAS in that same correspondence Mr. Ketchum requested that the Town contribute ½ of that cost, or \$17,335.19, from our reserve fund wherein the franchise fees have been placed, and

WHEREAS this reserve fund has of this date a bit over \$50,000, and

WHEREAS this expansion request would benefit and add possibly 16 additional residents to obtain access to fiber optic cable services, and

WHEREAS Empire or ELDC would own, maintain and be responsible for this extension, now

THEREFORE BE IT RRESOLVED that the Town Board authorizes the expenditure of \$17,335.19(Seventeen thousand, three hundred thirty five dollars and nineteen cents) from cable franchise fees for this extension.

CARRIED: AYES:
 NAYS:

RESOLUTION NO. 04-022416
BUDGET TRANSFERS – GENERAL FUND, AND HIGHWAY FUND

Resolution by:
Seconded by:

WHEREAS a memorandum was received from the Bookkeeper, dated February 18, 2016 requesting authorization for a General Fund Budget & Highway Fund Budget , and

WHEREAS for environmental review purposes, administration is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (20) and as such further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the following Transfers:

Budget Transfers-General Fund

Please authorize a budget transfer to establish the following budget:

To	Central Print & Mail -PS-1670.0100	1,800	
From	Contingency CE -A.1990.0400		1,800

After transfer, Contingency balance will be \$23,150

Budget Transfers-Highway Fund

Please authorize a budget transfer for the following overspent budget:

To	Workers Compensation -D.9040.0800	1,490	
From	Hosp. & Medical Ins-D.9060.0800		112
	NYS Unemployment –D.9040.0800		1,378

CARRIED: AYES:
NAYS:

RESOLUTION NO. 05-022416
ABSTRACT OF AUDITED VOUCHERS FOR FEBRUARY 24, 2016

Resolution by:
Seconded by:

RESOLVE that the Town of Big Flats approve the Abstract of Audited Vouchers for February 24, 2016, and order the bills paid, when in funds, for the following:

GENERAL FUND	\$ 22,237.20
HIGHWAY FUND	\$ 12,693.17
WATER DISTRICT #4	\$ 91.18
WATER DISTRICT #5	\$ 4,566.62
LIGHTING DISTRICT	\$ 622.81

CARRIED: AYES:
NAYS:

RESOLUTION NO. 06-022416
APPROVAL TO SEEK AND ACCEPT NON-MATCHING GRANTS AND FOUNDATION
FUNDS

Resolution by:
Seconded by:

WHEREAS the Town has contracted with eCivis per resolution #118-15 and entered into agreement with Elisabeth Corveleyn per resolution # 260-15 for finding grants and foundation funds for the Town, and

WHEREAS the Town Board approves Elisabeth Corveleyn and Laura Sullivan to research and apply to all grants and foundation funds that will benefit the Town of Big Flats on the Town of Big Flats behalf, and

WHEREAS the Town Supervisor or Department of Public Works have the authority to accept any non-matching grant or foundation fund that are awarded to the Town of Big Flats, and

WHEREAS for environmental review purposes, purchasing is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5(c) (20) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the Town Supervisor or the Department of Public Works to apply and if awarded a non-matching grant or foundation funds to accept.

CARRIED: AYES:
 NAYS:

RESOLUTION NO. 07-022416
TO AMEND THE CHANCE LICENSE FOR THE BIG FLATS AMERICAN LEGION
POST #1612

Resolution by:
Seconded by:

WHEREAS the Big Flats American Legion submitted a GC-6 application to Amend their “Members in charge of Games”, and

WHEREAS the Town Clerk duly submitted the application to the Chemung County Sheriff’s Department, Records Division for their investigation of Findings and Determination for Games of Chance License, and

WHEREAS for environmental review, ministerial acts is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5(c) (19) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED if a Findings and Determination for Games of Chance License finds the designated members conducting games of chance are of good moral character, the Town Board approves the Application to Amend their Games of Chance License, from the Big Flats American Legion Post 1612 to perform a games of chance event as outlined in the Application.

CARRIED: AYES:
NAYS:

RESOLUTION NO. 08-022416
COMMUNICATION LOG, FEBRUARY 24, 2016

Resolution by:

Seconded by:

BE IT RESOLVED that the following communications were received, accepted and filed by the Town Clerk of the Town of Big Flats and referred to the appropriate Department Head for information and/or action:

February 11, 2016

Town of Veteran Stormwater Committee and the Veteran town Board RE: Express our gratitude. *Referred to: Town Board, and filed with Town Clerk.*

February 12, 2016

State of New York Department of Taxation and finance Office of Real Property Tax Services RE: Notice of Tentative Railroad Ceiling *Referred to: Town Board, Bookkeeper, DPW and filed with Town Clerk.*

February 12, 2016

Comp Alliance RE: Notice of Election of Employer's Participation in Group Self Insurance Plan *Referred to: Town Board, Bookkeeper and filed with Town Clerk.*

February 17, 2016

Time Warner Cable RE: Learn How to Become a TWC Vendor or Supplier *Referred to: Town Board, and filed with Town Clerk.*

February 17, 2016

Time Warner Cable – RE: February 17, 2016 Programming Notice Changes *Referred to: Town Board, and filed with Town Clerk.*

CARRIED: AYES:

NAYS:

RESOLUTION NO. 09-022416
A PROCLAMATION BY THE BIG FLATS TOWN BOARD MAKING MARCH 1 OF
EVERY YEAR AS A DAY OF MEMORIAL FOR TROOPER ANDREW SPERR

Resolution by:

Seconded by:

WHEREAS Trooper Andrew Sperr was shot and killed in the Town of Big Flats in the line of duty on March 1, 2006, and

WHEREAS Trooper Sperr faced every day the threat of violence and danger, putting his life on the line to protect the citizens of the Town of Big Flats, and

WHEREAS the steadfast dedication of one of our law enforcement officers warrants more than praise for their service to our community, and

WHEREAS Trooper Sperr and his fellow officers work with vigilance and dedication to identify and arrest those who seek to do us harm, and

WHEREAS Trooper Andrew Sperr had served with the New York State Police for ten years with honor, and

THEREFORE BE IT RESOLVED the Big Flats Town Board and Town Supervisor Edward Fairbrother proclaim that March 1 of every year be known as a Day of Memorial for Andrew Sperr in honor of his service to the Town of Big Flats, New York

CARRIED: AYES:

NAYS: