

PROPOSED RESOLUTION NO.01-061114
A RESOLUTION TO APPROVE THE TOWN SUPERVISOR TO ENTER INTO A
SHELTER AGREEMENT WITH THE AMERICAN RED CROSS

Resolution by:
Seconded by:

WHEREAS the Emergency Management Committee has met to update the Town emergency plan for the Town of Big Flats, and

WHEREAS the committee has found that a new agreement is needed with the American Red Cross for a temporary shelter in the Big Flats area, and

WHEREAS the Town's agreement has expired with the Red Cross for the use of the Big Flats Community Center for use in emergency temporary shelter, and

WHEREAS the Town will not charge the Red Cross for any utilities and the Red Cross will reimburse the Town for any damage to the facilities or other properties of the Town while the shelter is open, and

WHEREAS for environmental review purposes, routine or continuing agency administration and management is a Type II action in accordance with SEQRA 6 NYCRR, 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 to enter into an agreement with the American Red Cross for the use of the Big Flats Community Center in an emergency as declared by the Town Supervisor.

CARRIED: AYES:
 NAYS:

PROPOSED RESOLUTION NO. 02-061114
A RESOLUTION TO APPROVE HVAC MAINTENANCE AGREEMENT WITH
ISAAC HVAC COMMERCIAL & INDUSTRIAL SERVICES

Resolution by:

Seconded by:

WHEREAS the Town has been looking at options for the services to provide maintenance for the HVAC systems, and

WHEREAS the Maintenance Agreement with Isaac HVAC Commercial & Industrial Services for labor, material and other costs, and

WHEREAS Isaac HVAC has quoted the Court room Code & Planning Trane units and the 34 radiant tubes heaters in the DPW garage with their Gold Program of maintenance for \$4175. Per year, and

WHEREAS for environmental review, routine or continuing agency administration and management 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 Supervisor enter into an agreement with Isaac HVAC Commercial & Industrial Services for the purpose of providing Planned service maintenance on the HVAC systems for Town Court/ Code & Planning and the DPW Garage for 2014/2015 of a cost not to exceed \$4175.00.

CARRIED: AYES:
 NAYS:

PROPOSED RESOLUTION NO. 03-061114
 A RESOLUTION TO APPROVE THE REPORTING STANDARD WORK DAY /
 EMPLOYEE'S RETIREMENT SYSTEM

Resolution by:
 Seconded by:

WHEREAS in accordance with Regulation 315.4, New York State Comptroller requires a standard work day for elected or appointed officials be established for the purpose of reporting work days to the New York State and Local Employees' Retirement 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

BE IT THEREFORE RESOLVED the Town of Big Flats Town Board hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 Digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins / Ends	Participates in Employer's Time Keeping System (Y/N)	Days /Month (based on Record of Activities)
Elected Officials							
Supervisor	Edward Fairbrother			6.0	01/01/2014-12/31/2017	N	20
Town Clerk	Linda J. Cross			7.5	01/01/2014-12/31/2017	N	20
Board Member	Robert Adams			6.0	01/16/2014-12/31/2014	N	4.03
Board Member	Lee Giammichele			6.0	01/01/2014-12/31/2017	N	5.12
Board Member	Michael Saglibene			6.0	01/01/2012-12/31/2015	N	2.97
Board Member	Andrew Gillette			6.0	01/01/2014-12/31/2017	N	3.29
Justice	Paul Hart			6.0	01/01/2014-12/31/2017	N	
Appointed Officials							
Assessor	William Torp			6.0	10/01/2013-09/30/2019	Y	N/A

FURTHER RESOLVED the Town Board authorizes the Town Clerk to certify the original resolution passed by the Town Board and file the necessary documentation.

CARRIED: AYES: NAYS:

PROPOSED RESOLUTION NO. 04-061114
A RESOLUTION TO APPROVE THE INTERMUNICIPAL AGREEMENT
STEUBEN COUNTY AND THE TOWN OF BIG FLATS
USE OF A FULL DEPTH ROAD RECLAIMER

THIS AGREEMENT, made on the ____ day of _____, 2014 (the “Effective Date”), by and between the **County of Steuben** (“Steuben”), a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 3 E. Pulteney Square, Bath, New York 14810, the **Town of Big Flats** (“Big Flats”), a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 476 Maple Street, Big Flats, NY 14814, being individually referred to as “Party” and collectively referred to as “Parties”.

WITNESSETH

WHEREAS, The Parties currently own and maintain various public highways, streets, and roadways, and

WHEREAS, from time to time said highways, streets, and roadways, are in need of pavement grinding for purposes of improving the road pavement condition, and

WHEREAS, Steuben County currently possesses the necessary equipment to perform such pavement grinding to its respective highways, streets, and roadways, and

WHEREAS, the Town of Big Flats wishes to enter into an agreement for the use of said equipment, and

WHEREAS, the Parties are desirous of entering into the agreement with each other for the purpose of sharing the use and operation of the pavement grinding equipment, and to participate with each other in the recognition of the attendant savings achieved thereby.

NOW THEREFORE, in consideration of the premises and of the mutual promises and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope.** This agreement, between Steuben County and the Town of Big Flats, specifies the conditions of operation and payment for a fully equipped Full Depth Road Reclaimer to be used for the grinding of existing roads in the Town of Big Flats.
2. **Maintenance.** As the Road Reclaimer is owned by Steuben County, maintenance costs will be the responsibility of Steuben Co.
3. **Operational Costs.** Fuel for the equipment while in use in the Town of Big Flats will be supplied by Big Flats while work is being conducted.
4. **Pavement Grinding Operations.**
 - a. Full Depth Reclaimer Crew. Operation of the road reclaimer requires a skilled and trained crew. The crew shall be a dedicated and trained crew supplied by Steuben County DPW. The personnel from Steuben County

will consist of the main operator and may include a ground person where applicable. Steuben County will also be supplying any personnel required to do any mechanical work on the road grinder. This crew shall be maintained from year to year as much as possible and crew members shall be replaced when necessary by individuals who will be able to return year to year for operation of the equipment. This crew shall be responsible for the proper and safe operation of the road reclaimer. The Town of Big Flats will provide adequate staff to support the safe operation of the equipment and to ensure the safety of the work site, including but not limited to adequate traffic control, as determined by Steuben County DPW.

- b. Scheduling of Operations. The participating Municipal DPW's agree to conduct an annual meeting, at a time and place mutually agreeable, to establish the scheduling for the Town of Big Flats. The time frame of grinding operations in the Town of Big Flats will in no way interfere with the ability of Steuben County to complete its' regularly scheduled projects in a timely manner. It shall be Steuben County's responsibility to coordinate changes to the initial schedule as deemed necessary by mitigating circumstances throughout the construction season such as weather, mechanical problems, logistical efficiency matters and so on.
- c. Pavement grinding personnel shall be supplied by Steuben County when the grinding work is being done. These personnel shall follow the general guidance of the Town of Big Flats designee regarding the needs of their operations to best support the overall grinding effort. Break times and meal times shall be established by the Town of Big Flats designee.
- d. Pavement Grinding Services Accounting. The Town of Big Flats agrees to pay Steuben County for all labor and equipment cost incurred for the grinding operations in the Town of Big Flats. The Full Depth Road Reclaimer shall be invoiced at a daily rate of \$4,000. An hourly rate of \$500 will be used if weather conditions or mechanical breakdowns will not permit the use of the machine for a full day. **These rates are such that they cover the cost of the equipment and all operating personnel.** Steuben County shall maintain accurate written records for (1) Days and hours that the pavement grinding equipment are used hereunder, (2) The locations where the equipment is used, and (3) Any accidents arising during such operation to the grinding equipment. Steuben County will invoice for these services on a monthly basis. The Town of Big Flats agrees to provide the fuel for the pavement grinder while in use in the Town of Big flats.

- 4. **Liability for Damage Claims by the Driving Public.** Steuben County shall be held harmless for any and all claims emanating from road users and the general public when working in the Town of Big Flats. All damage claims to the public

shall be appropriately handled and reconciled by the Town of Big Flats while the grinding work is being performed.

5. **Term.** The Term of this Agreement shall commence on the Effective Date and shall not expire earlier than December 31, 2014; The Parties may extend this Agreement upon mutual written consent.
6. **Termination/Withdrawal.** The Parties may terminate this Agreement upon mutual consent at any time subject to the fulfillment of all outstanding responsibilities. In addition, any Party may withdraw from this Agreement upon 30 days written notice to the other Parties of its intent to do so. In the event a Party withdraws from this Agreement, such Party shall realize no further benefits from the Agreement and shall have no further responsibilities relative to the sharing of services with the other Party.
7. **Insurance.** In respect of the promises made in this Agreement by each Party to the other Parties, the Parties shall provide and maintain insurance as follows: (a) Steuben shall include the pavement grinding equipment in its insurance program so as to cover Automobile Liability on the pavement grinding equipment i) for all liability arising out of injury to or death of one or more persons, in any one occurrence, ii) for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence, and iii) against the loss or theft of or damage to the pavement grinding equipment for the greater of the Stipulated Loss Value (computed as described in the applicable Schedule) or full replacement value thereof; (b) Each Party shall include the Pavement Grinding Operations contemplated by this Agreement in each Party's public liability and third-party property damage insurance program in respect of the employment of the pavement grinding equipment within each Party's jurisdiction; and (c) Each Party shall include the pavement grinding equipment in each Party's casualty insurance program in respect of damage or loss to the pavement grinding equipment while stored or garaged on the premises of a Party. Each Party shall designate the other Parties as additional insureds to the extent of the foregoing insurance responsibilities, and shall deliver certificates of such insurance to the other Parties on request.
8. **Indemnity.** Each Party within whose boundaries pavement grinding operations ("work") are being performed ("Indemnifying Party") shall and hereby does assume liability for, and shall defend, indemnify, protect, save and keep harmless the other Parties ("Indemnified Parties"), and their respective officers, employees, and agents from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by, or asserted against such Indemnified Parties in any way relating to or arising out of this Agreement or the use of the pavement grinding equipment within the boundaries of the Indemnifying Party.
9. **Liability for damage.** The Town of Big Flats shall be responsible for any damage to the pavement grinding equipment while stored or staged in the Town of Big Flats

facilities or grounds, including on private property the use of which is arranged by that Party, or resulting from the negligence of such Party.

- 10. Dispute Resolution.** Any dispute which shall arise between the Parties or any of them with respect to this Agreement shall be referred to a council of the Town Administrator/Supervisor from each participating municipality.

PROHIBITION AGAINST ASSIGNMENT. IN ACCORDANCE WITH THE PROVISIONS OF SECTION 109 OF THE GENERAL MUNICIPAL LAW, EACH PARTY IS HEREBY PROHIBITED FROM ASSIGNING, TRANSFERRING, CONVEYING, SUBLETTING OR OTHERWISE DISPOSING OF THIS AGREEMENT.

PROPOSED RESOLUTION NO. 05-061114
A RESOLUTION TO APPROVE THE TANGLEWOOD NATURE CENTER SITE
PLAN SUBMISSION FEES WAIVER

Resolution by:
Seconded by:

WHEREAS, the Town of Big Flats Town Board has received a request by Tanglewood Nature Center for all site plan submission fees (received May 16, 2014 by the Planning Board) to be waived, and

WHEREAS, the total dollar amount of such fees shall total \$600.00, and

NOW, BE IT THEREFORE RESOLVED, according to §617.5 the Town Board has determined such to be a Type II action determined not to have a significant impact on the environment and shall be precluded from environmental review under Environmental Conservation Law, article 8., and

FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to require the Planning Board to waive all fees pertaining to The Lodge at Tanglewood site plan submission (received May 16, 2014).

CARRIED: AYES:
NAYS:
ABSTAIN:
ABSENT:

PROPOSED RESOLUTION NO. 06-061114

A RESOLUTION TO APPROVE THE COMMUNICATION LOG FOR JUNE 11, 2014

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:

May 29, 2014

State of New York, Office of the State Comptroller – RE: Office of Unclaimed Funds (OUF) for the Town of Big Flats. *Referred to: Town Supervisor, Town Board, and Town Clerk for filing.*

May 30, 2014

New York State Department of Taxation and Finance Office of Real Property Tax Services RE: 2014 State equalization rate of 97.00 for the Town of Big Flats. *Referred to: Town Board, Town Assessor and Town Clerk for filing.*

June 4, 2014

Time Warner Cable – RE: June 5, 2014 Programming Notice Changes, (CNY/JT). *Referred to: Town Board, and Town Clerk for filing.*

CARRIED: AYES:
NAYS: