

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

PRESENT: Supervisor Ed Fairbrother  
Council Andy Gillette  
Bob Adams  
Lee Giammichele  
Mike Saglibene  
Town Clerk Linda Cross  
ABSENT: Attorney Tom Reilly

Supervisor Fairbrother called the Water Board meeting to order at 4:30 p.m. and requested those present to participate in the Pledge of Allegiance.

NEW BUSINESS

RESOLUTION NO.164-15  
WATER DEPARTMENT 2015 METER INSTALLATION BID APPROVED

Resolution by: Gillette  
Seconded by: Giammichele

WHEREAS a bid advertisement was approved by Res. No 144-15 on June 10, 2015 and published by the Town of Big Flats Water Department on June 12, 2015 and

WHEREAS bids were received by and opened by the Town Clerk and Town Attorney on June 26, 2015 at 2:00pm and,

WHEREAS the following meter installation bids were received:

- In Line Services Inc., Flemington, NJ \$239,155.00
- National Metering Services, Kearny, NJ \$235,094.70
- Saks Metering, Maspeth, NY \$270,801.00

WHEREAS National Metering Services, Kearney, NJ had the lowest bid for the meter install, and

WHEREAS the Town of Big Flats Water Systems Supervisor recommends the project bid be awarded to National Metering Services, Kearney, NJ, and

WHEREAS, for environmental review purposes, administration is a Type II Action in accordance with SEQRA 6NYCRR Part 617.5(c) (20,25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board awards the bid proposal to National Metering Services, Kearney, NJ for the following:

2015 Meter Installation Project

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

For a price not to exceed \$235,094.70, (two hundred thirty-five thousand, ninety four dollars and seventy cents)

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO.165-15  
AWARD FOR PURCHASE OF WATER METERS APPROVED

Resolution by: Giammichele  
Seconded by: Adams

WHEREAS, the Water Department of the Town of Big Flats passed a resolution for the standardization of water meters and related equipment in on April 22, 2015, Res. No. 110-15, and

WHEREAS the Town of Big Flats Water Supervisor has received quotes for the radio read system (AMR) and the replacement meters (residential and commercial) for the remetering project as shown below:

|                 |        |              |
|-----------------|--------|--------------|
| Sensus Metering | 4/3/15 | \$504,540.00 |
| Neptune Meters  | 4/3/15 | \$405,527.87 |
| Master Meter    | 4/2/15 | \$386,827.05 |

WHEREAS for that purpose and on recommendation of its Water Department it is determined that the Water Department needed a meter with the radio transmitter located in the head to make it truly wireless. The Water Department also determined that the meter had to be able to be read without going into the service address. Master Meter’s BLMJ 3G meters with integral radio read for meters 5/8” – 2” and their AMR system were the only ones that met all the criteria that the Water Department deemed necessary and

WHEREAS the Water Systems Supervisor recommends that the meters and AMR system be awarded to Master Meter for the reasons stated above, and

WHEREAS for environmental review, purchasing is a Type II action in accordance with SEQRA NYCRR, part 617.5 (c) (20, 25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED that for reasons stated herein, the Town will award the purchase of water meters (AMR) and ancillary equipment to Master Meter, BLMJ 3G meters, drive by laptop reading system complete with software, interface software to billing system and for commercial meters, Master Meter Octave meters with external radio transmitters at a price not to exceed, \$386,827.05, (three-hundred eighty-six thousand, eight hundred twenty-seven dollars and five cents).

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

RESOLUTION NO. 166-15  
SET A PUBLIC HEARING FOR A 2015 BAN FOR  
WATER DEPARTMENT PROJECTS.

Resolution by: Adams  
Seconded by: Saglibene

WHEREAS, the Town Board of the Town of Big Flats, Chemung County, New York, has caused to be prepared a plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Water Districts No. 4 and 5 in the Town of Big Flats, Chemung County, New York, consisting of (i) the purchase of water meters with radio read heads and software (\$550,000), the cost of which will be allocated between Water Districts No. 4 and No. 5, and (ii) the installation of a water booster pump station and generator to allow for an interconnection with the City of Elmira (\$450,000), the cost of which will be allocated entirely to Water District No. 5, including costs incidental thereto, at an aggregate maximum estimated cost of \$1,000,000; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of the Water District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW,

THEREFORE, IT IS HEREBY ORDERED, by the Town Board of the Town of Big Flats, Chemung County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, in Big Flats, New York, in said Town, on July 22, 2015, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of Water Districts No. 4 and 5 in the Town of Big Flats, Chemung County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper of the Town, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Big Flats, Chemung County, New York, will meet at the Town Hall, 476 Maple Street, in Big Flats, New York, on July 22, 2015, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of Water Districts No. 4 and 5 in said Town, consisting of (i) the purchase of water meters with radio read heads and software (\$550,000), the cost of which will be allocated between Water Districts No. 4 and No. 5, and (ii)

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

the installation of a water booster pump station and generator to allow for an interconnection with the City of Elmira (\$450,000), the cost of which will be allocated entirely to Water District No. 5, including costs incidental thereto, at an aggregate maximum estimated cost of \$1,000,000.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Big Flats, New York,  
\_\_\_\_\_, 2015.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF BIG FLATS,  
CHEMUNG COUNTY, NEW YORK

\_\_\_\_\_  
Town Clerk

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

Since there was no further business to come before the Water Board, Supervisor Fairbrother closed the Water Board at 4:53 p.m.

Supervisor Fairbrother then opened the Town Board Meeting at 4:54 p.m.

TOWN BOARD

CONCERNS OF THE PEOPLE – None

REPORTS

Supervisor Fairbrother stated the following reports for June 2015 have been received and are on file in the office of the Town Clerk:

Town Clerk’s Monthly Report, Supervisor’s Fund Balance Monthly Report, Youth Department Monthly Report, Justice Court Monthly Report, Code and Planning Department Monthly Report, Department of Public Works Monthly Report, Community Center Monthly Report.

NEW BUSINESS

RESOLUTION NO. 167-15  
2015 MUNICIPAL HIGHWAY AGREEMENT APPROVED

Resolution by: Saglibene  
Seconded by: Gillette

WHEREAS, all municipalities, including the Town of Big Flats have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities, and

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

WHEREAS, all municipalities, including the Town of Big Flats have the power and authority to borrow or lend materials and supplies to other municipalities, and

WHEREAS, it is hereby determined that the Town of Big Flats and other municipalities have machinery and equipment which is not used at all times but lie idle during certain periods, and

WHEREAS, it is determined that the Town of Big Flats and other municipalities often have materials and supplies on hand which are not immediately needed, and

WHEREAS, it is hereby determined that by the renting, borrowing, exchanging or leasing of highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Big Flats and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or keeping a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and

WHEREAS, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing or renting of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing board are not in session , and

WHEREAS, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be quickly obtained with a minimum of paperwork and inconvenience and with a swift approval process, and

WHEREAS, it is the intent of this Town Board to give the Commissioner of Public Works the authority to enter into renting, exchanging, borrowing and lending agreements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual agreement, and

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities which contract will grant the person holding the position comparable to that of superintendent authority to make similar agreements, and

WHEREAS, it is hereby determined that it will be in the best interests of the Town of Big Flats to be a party to such an agreement, and

NOW, THEREFORE, BE IT RESOLVED, that the chief executive officer of Town of Big Flats is hereby authorized to sign on behalf of the Town, the following contract:

**MUNICIPAL HIGHWAY AGREEMENT**

**CONTRACT OF SHARED SERVICES**

1. For the purposes of this contract, the following terms shall be defined as follows:

"Designated Filing Agent" shall mean the central place where all similar contracts for highway shared services are filed as agreed upon by all participating municipalities. It shall be, for the purposes of this Agreement, the clerk of the Chemung County Legislature.

"Municipality" shall mean any city, county, town or village within the County of Chemung, New York, which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect with the designated filing agent as defined herein.

"Contract" shall mean the text of this Agreement which is identical in terms and effect with similar agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect if each chief executive officer had signed each individual contract.

"Shared Services" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

a. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange;

b. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is substantially equal to the borrowed supplies;

c. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of substantially equal value, in exchange.

"Superintendent" shall mean, the person or agent appointed or elected to serve as Commissioner of Public Works, Director of Public Works, or the Superintendent of Highways, or other comparable position that is the head of the department of highway or public works (as the case may be) of the municipality signing this Agreement.

2. The undersigned municipality has caused this Agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has filed a similar contract in the office of the designated filing agent and which has sent a notice of such filing to the officer signing this Agreement.

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

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

a. The undersigned municipality agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for its public works purposes. The determination as to whether such machinery, with or without operators, is needed by the municipality shall be made by its Superintendent. The value of materials or supplies borrowed from another municipality under this Agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of substantially equal value, to be determined by mutual agreement of the respective Superintendents.

b. The undersigned municipality agrees to rent, exchange or lend to any municipality any and all materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the interests of the City/County/Town/Village to lend to any other municipality, the Superintendent is hereby authorized to lend, rent or exchanged to or with another municipality. The value of supplies or materials loaned to another municipality may be returned to the lending municipality by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of substantially equal value, to be determined by mutual agreement of the respective Superintendents.

c. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the scope of the work to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

d. When receiving the services of an operator with a machine or equipment, the borrowing municipality's Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

e. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given by the borrowing municipality to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

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

4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, email or by facsimile machine. In the

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared agreement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall, within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as set forth in the memorandum.

7. All machinery, equipment and employees of the lending municipality, for purposes of workers' compensation, general commercial liability, and inland marine insurance coverages, shall be considered the machinery and equipment of and the employee of the municipality owning the machinery and equipment, which municipality shall maintain appropriate insurance coverages (proof of which must be made available upon request with reasonable notice).

8. Unless otherwise agreed to by the parties following any damage to machinery or equipment, in the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working on a project for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs, except if the damage is caused by the negligence or intentional conduct of the borrower, in which case the borrower shall be responsible for the cost of repair and/or replacement of the machinery or equipment.

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

10. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the municipal budget for highway purposes.

11. A record of all transactions that have taken place as a result of the municipality participating in the services afforded by this contract shall be kept by the Superintendent, and a statement thereof, in a manner satisfactory to the governing body, shall be submitted to the governing body semi-annually on or before the first day of June and on or before the first day of December of each year following the filing of the contract with the designated filing agent, unless the governing body requests the submission of records at different times and dates.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract has been signed or filed with the designated filing agent with the invalid PROVISIONS modified or eliminated.

13. Any party to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by Paragraph 1 of this contract, within the definition of "Municipality." Upon the revocation of such contract, any outstanding obligations shall be settled within thirty (30) days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

14. This contract may be signed in counterparts, and the signature of the undersigned municipality below shall bind said municipality to the terms hereof, to each and every other signing municipality. Original or copies of signed contracts from each signing municipality shall be filed with the designated filing agent, but the failure to do so shall not invalidate the provisions hereof.

15. This contract shall continue for a term of five (5) years from the date of its signing by the undersigned municipality unless sooner terminated pursuant to Paragraph 13 hereinabove.

Name of Municipality: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 168-15  
COMMUNICATION LOG FOR JULY 8, 2015 APPROVED

Resolution by: Saglibene  
Seconded by: Giammichele

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:

June 29, 2015

Sherry Scott, General Manager at Big Flats Chemung Canal Branch RE: Congratulation on organizing the first annual Open House in Big Flats. *Referred to: Town Board, Tricia Hartigan-Huten, the Community Center Committee, and Town Clerk for filing.*

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

June 29, 2015

Tricia Hartigan-Huten RE: Thanks for your support in making the 1<sup>st</sup> annual Open House a Huge success. *Referred to: Town Board and Town Clerk for filing.*

June 29, 2015

Southern Tier Regional Economic Development Council RE: DeMet's Candy Expansion. *Referred to: Town Board, code and Planning department, assessor, DPW and Town Clerk for filing.*

June 29, 2015

I-86 Corridor Project Stakeholder Team RE: Support of the Greater Sothern Tier BOCES Pathways in Technology. *Referred to: Town Board and Town Clerk for filing.*

July 1, 2015

Time Warner Cable – RE: July 1, 2015 Programming Notice Changes (CNY/JT). *Referred to: Town Board and Town Clerk for filing.*

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 169-15  
AGREEMENT FOR LED LIGHTING TO HORIZON SOLUTIONS AWARDED

Resolution by: Gillette  
Seconded by: Giammichele

WHEREAS the Town of Big Flats request bids for LED exterior facility lighting for the Town of Big Flats Complexes, and

WHEREAS the Town of Big Flats Town Clerk and Town Supervisor open two bids from Booth Electric Supply and from Horizon Solutions, and

WHEREAS with the rebates and savings to properly analysis both bids a spreadsheet will be used to award the final bid as to the best value overall, and

WHEREAS the rebates from NYSEG and other sources are changing and will a saving loss of unknown value, and

WHEREAS the savings with this program is projected to a total operating operational saving of \$9,938, and

WHEREAS Chris Austin, Andy Avery and the Town Supervisor have review and recommend that the bid to be awarded to Horizon Solutions LLC, and

WHEREAS for environmental purposes the administration of the Town personnel is a Type II action in accordance with SEQRA 6, NYCCR Part 617.5( c ) (25) and as such no further action is required regarding the same, and

MINUTES OF THE WATER / TOWN BOARD MEETING OF JULY 8, 2015

THEREFORE BE IT RESOLVED the Town Board authorizes the Town Supervisor to award the LED lighting bid to Horizon Solutions LLC of a cost not to exceed \$48,514.85.

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

Supervisor Fairbrother also reported:

- River signs should be installed soon.
- Elmira Water Board gave a verbal agreement to give the Town of Big Flats, 115,000 gallons of water a day, for the months of June – September once the booster station is built, they have to flush there dead end line every day.
- Parking cars at Community Park and Community Park Ext. during Tags Concerts
  - Sat, Jul 18 Little Big Town
  - Fri, Sep 11 Rascal Flatts
- Novus Training in August
- Community Park Ext. new playground on order– Community Build Day to be announced
- Hammond Street – Attorney is waiting on an appraisal
- LED- working on.
- Paving Update – continuing with the tar and stone, milling some of the outer roads
- I86 – July 24<sup>th</sup> final Report
- HVAC update – working on this
- Community Center Carpeting – proposals next meeting

Supervisor Fairbrother made a motion, seconded by Councilperson Gillette to enter into executive session to discuss personal issue, pertaining to a Town Policy and State policy violation at 5:26 p.m. All in favor, motion carried.

Supervisor Fairbrother reconvened the Town Board Meeting at 6:11 p.m. p.m.

Councilperson Gillette made a motion, seconded by Councilperson Giammichele to adjourn the Town Board meeting at 6:13 p.m. All in favor, motion carried.

Date approved: \_\_\_\_\_ Linda Cross  
Town Clerk