

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

PRESENT:	Supervisor	Edward Fairbrother
	Council	Bob Adams
		Lee Giammichele
		Mike Saglibene
	Attorney	Thomas Reilly
	Clerk	Linda Cross
ABSENT:	Council	Andy Gillette

Supervisor Fairbrother called the Water Board meeting to order at 7:00 p.m., and requested those present to participate in the Pledge of Allegiance.

WATER BOARD

UNFINISHED BUSINESS

RESOLUTION NO. 178-14

LAYNE CHRISTENSEN COMPANY FOR THE PUMP INSPECTION AND OPTIONAL CLEANING AND REHABILITATION OF WD1 WELL 1 APPROVED

Resolution by: Giammichele
Seconded by: Adams

WHEREAS WD1 Well 1 has not had a pump inspection and cleaning in over fifteen years, and

WHEREAS this Well will be having the VFD and generator installed as approved by the Water Board, and

WHEREAS the Water Department has had two quotes on pump inspection and cleaning of WD1 Well 1, and

WHEREAS the pump in WD1 Well 1 is a Layne pump and the Water Department recommends that Layne Christensen Company be the contractor, 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) (1) and as such no further action is required regarding the same, now

THEREFORE BE IT RESOLVED that the Water Board awards the contract to Layne Christensen Company for pump inspection and cleaning and rehabilitation of WD1 Well 1 not to exceed \$18,000.

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

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Since there was no further business to come before the Water Board, Supervisor Fairbrother closed the Water Board meeting at 7:03 P.M.

TOWN BOARD

Supervisor Fairbrother called the Town Board meeting to order at 7:04 p.m.

PUBLIC HEARING: 7:00 P.M. Sewer District No. 1

Supervisor Fairbrother called the public hearing to order and read the legal notice duly advertised in the Elmira Star Gazette on July 16, 2014, which allowed and considered public comments from any interested parties herein, at the time specified concerning the proposed matter of establishment of scale of charges for the collection, conveyance, treatment, and disposal of sewage to users of the said District for 2014

IN FAVOR: None
OPPOSITION: None
COMMENTS: None

Since there were no further comments, Supervisor Fairbrother closed the public hearing at 7:05 p.m.

CONCERNS OF THE PEOPLE – None

MINUTES

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the minutes of June 25, 2014. All in favor, motion carried.

Councilperson Saglibene made a motion, seconded by Councilperson Giammichele to approve the minutes of July 9, 2014 as presented. All in favor, motion carried.

UNFINISHED BUSINESS

RESOLUTION NO.179-14
AMENDMENT OF CHAPTER 12.16, TOWN MUNICIPAL CODE
APPROVED

Resolution by: Giammichele
Seconded by: Adams

WHEREAS the Town of Big Flats held a public hearing on July 9th, 2014 for the change in chapter 12.16 of the Town of Big Flats municipal code, and

WHEREAS at the public hearing on July 9th, 2014 no comments for or against nor in general as the change in chapter 12.16 of the municipal code, and

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO.179-14, AMENDMENT OF CHAPTER 12.16, TOWN MUNICIPAL CODE APPROVED continued

WHEREAS this provides legal defense and indemnification in civil actions against any employee, and

WHEREAS for environmental review purposes, interpreting an existing code, and adoption of regulations, policies, or procedures and local legislative decisions are Type II action in accordance with SEQRA 6 NYCRR, Part 617.5 (c) (31,27) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED that chapter 12.16 of the Town of Big Flats Municipal code as a local law and it tracts the provisions of section 18 of the Public Officers Law of the State of New York shall read as follows,

Chapter 12.16. DEFENSE AND INDEMNIFICATION OF OFFICERS AND EMPLOYEES
12.16.010 Title.

This chapter shall be known as "Legal Defense of Town Officers and Employees."

12.16.020. Definition of Employee.

As used in this chapter, unless the context otherwise requires the term Employee shall mean any commissioner, member of a public board or commission, trustee, director, officer, employee, volunteer expressly authorized to participate in a publicly sponsored volunteer program, or any other person holding a position by election, appointment or employment in the service of a public entity, whether or not compensated, but shall not include an independent contractor. The term "employee" shall include a former employee, his estate or judicially appointed personal representative.

12.16.030. Employees to be defended; scope of defense.

A. Upon compliance by the employee with the provisions of 12.16.040 of this chapter, the town shall provide for the defense of the employee in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting or in good faith purporting to act within the scope of his public employment or duties. Such defense shall not be provided where such civil action or proceeding is brought by or on behalf of the Town.

B. Subject to the conditions set forth in this chapter, the employee shall be represented by the Town Attorney or an attorney chosen by the employee from among not less than three attorneys selected by the Town Attorney and Town Supervisor and approved by the Town Board on the basis of their qualification and experience to defend the litigation, to be employed or retained by the town for the defense of the employee. The Town Board shall employ or retain an attorney for the defense of the employee whenever the Town Attorney determines, based upon investigation

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO.179-14, AMENDMENT OF CHAPTER 12.16, TOWN MUNICIPAL CODE APPROVED continued

and review of the facts and circumstances of the case, that representation by the Town Attorney would be inappropriate, or a court of competent jurisdiction determines that a conflict of interest exists and that the employee cannot be represented by the Town Attorney. Reasonable attorney's fees and litigation expenses shall be paid by the town to such attorney employed or retained, from time to time, during the pendency of the civil action or proceeding subject to certification by the Town Supervisor that the employee is an employee, as defined in this chapter, and otherwise is entitled to representation under the terms and conditions of this chapter. Payment of such fees and expenses shall be made in the same manner as payment of other claims and expenses of the town. Any dispute with respect to representation of multiple employees by the Town Attorney, or by an attorney employed or retained for such purposes or with respect to the amount of the fees or expenses shall be resolved by the Town Board taking into consideration the possibility of a conflict of interest when more than one employee is sued.

C. Where the employee delivers copies of all paperwork served on him and a request for a defense to the Town Attorney as required by 12.16.040 of this chapter, the Town Attorney may take the necessary steps, including the retention of an attorney under the terms and conditions provided in Subsection B of this section, on behalf of the employee to avoid entry of a default judgment, pending resolution of any question relating to the obligation of the town to provide a defense.

12.16.040. Indemnification of officers and employees.

A. The town shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting or purporting to act within the scope of his public duties or employment; provided, further, that in the case of a settlement, this duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement by the Town Board.

B. Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this section shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employees. Additionally, if it is determined by the court or the jury that the employee or any employees that their actions were due to intentional wrongdoing or reckless acts any legal fees paid to the attorney(s) represented the employee(s) shall be reimbursed to the town by the employee(s).

C. Nothing in this section shall authorize the town to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties or money recovered from an employee pursuant to General Municipal Law, § 51; provided, however, that the town shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages,

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO.179-14, AMENDMENT OF CHAPTER 12.16, TOWN MUNICIPAL CODE APPROVED continued

finances or penalties which may be imposed by reason of an adjudication that an employee acting or purporting to act within the scope of his public employment or duties has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this state or the United States.

D. Upon entry of a final judgment against the employee or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement upon the Supervisor, personally or by certified mail within 30 days of the date of entry or settlement, and, if not inconsistent with the provisions of this chapter, the amount of such judgment or settlement shall be paid by the Town in the same manner as other town charges.

12.16.050. Notice to town and employee cooperation required.

The duties to defend or indemnify and save harmless provided in this chapter shall be contingent upon delivery to the Town Attorney or Town Supervisor of a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten days after the employee is served with such document(s) and the full cooperation of the employee in the defense of such action or proceeding and defense of any action or proceeding against the town based upon the same act or omission and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the town provide for his defense and indemnification pursuant to this chapter, unless the employee shall state in writing that a defense and any indemnification is not requested.

12.16.060. Construction of provisions; applicability.

A. The benefits of this chapter will inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party, nor shall any provision of this chapter be construed to affect, alter or repeal any provisions of the Workers' Compensation Law.

B. The provisions of this chapter shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

C. As otherwise specifically provided in this chapter, the provisions of this chapter shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the town or any right to defense by, in accordance with or by reason of any other provision of state or federal statutory or common law.

D. The provisions of this chapter shall apply to all actions and proceedings specified herein which have been commenced, instituted or brought before, on or after the effective date of this chapter.

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO.179-14, AMENDMENT OF CHAPTER 12.16, TOWN MUNICIPAL CODE APPROVED continued

E. The town may either purchase insurance from any insurance company created by or under the laws of this state or authorized by law to transact business in this state, against any liability imposed by the provisions of this chapter, or act as a self-insurer with respect thereto.

F. This chapter shall not in any way affect the obligation of any claimant to give notice to the town under any other provision of law.

G. If any provision of this section or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this section or the application of any such provision to any other person or circumstance.

12.16.070. When effective.

This chapter shall take effect immediately upon filing in the office of the Secretary of State.

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

NEW BUISINESS

RESOLUTION NO. 180-14
VOID CHECKS APPROVED

Resolution by: Saglibene
Seconded by: Giammichele

WHEREAS a memorandum was received from the Bookkeeper, dated July 16, 2014 requesting authorization to delete two voucher for exceeding required cashing period time, 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 Board authorizes the Bookkeeper to void check #11907 deleting Voucher #4001986 for \$30.00, made payable to Barbara Heytmeijer due to exceeding required cashing period, and

FURTHER BE IT RESOLVED the Town Board also authorizes the Bookkeeper to void check # 12418 paid to Milissa Wood, for \$60.00 and deleting voucher #4002599 due to exceeding required cashing period.

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

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 181-14
BUDGET TRANSFERS 2014 GENERAL FUND BUDGET AMENDED

Resolution by: Adams
Seconded by: Giammichele

WHEREAS a memorandum was received from the Bookkeeper, dated July 16, 2014, requesting authorization to complete the 2014 General Fund Budget due to an anticipated increase in expenditures, 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 Bookkeeper to fulfill the following budget transfers:

Increase Appropriations-A0960	60,000
Increase Public Safety Admin- CE.3010.0400	5,000
Increase Demolition of Unsafe Buildings-CE-3650.0400	40,000
Increase Unemployment Insurance--A9050.0800	15,000
Increase Appropriated Fund Balance A0599	60,000

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

RESOLUTION NO. 182-14
ABSTRACT OF AUDITED VOUCHERS APPROVED

Resolution by: Saglibene
Seconded by: Adams

RESOLVE that the Town of Big Flats approve the Abstract of Audited Vouchers for July 2014, vouchers 4003466-4003570 and order the bills paid, when in funds, for the following:

GENERAL FUND	\$ 80,319.70
HIGHWAY FUND	\$ 60,012.97
WATER DISTRICT #1	\$ 5,973.09
WATER DISTRICT #2	\$ 11,543.03
WATER DISTRICT #3	\$ 2,020.63
WATER DISTRICT #4	\$ 441.26
TRUST & AGENCY	\$ 1,920.30

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

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 183-14
RESOLUTION NO. 174-14 AMENDED
WITH PROBATIONARY PERIOD NOW INCLUDED

Resolution by: Giammichele
Seconded by: Adams

WHEREAS Resolution No. 174-14 did not contain the probationary period required by Civil Service of a minimum of eight weeks, and

WHEREAS the position of Principal Account Clerk was established by the Town Board under Resolution No. 174-14, 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) (20) and as such no further action is required regarding the same, now

THEREFORE BE IT RESOLVED that employee Pam Kowulich will be on probation for a term of eight weeks starting 07/09/2014 and ending 09/03/2014

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

RESOLUTION NO. 184-14
TECHLINE COMMUNICATIONS INSTALL OF FIBER FOR THE CODE/PLANNING
OFFICE AND TOWN COURT OFFICE APPROVED

Resolution by: Adams
Seconded by: Giammichele

WHEREAS the need to have the Code/Planning and Town Court Offices fiber to handle the band with load, and

WHEREAS we received two quotes for the fiber installation, and

WHEREAS the Town Supervisor is recommending that Techline Communications be awarded the contract to install fiber between Code/Planning office and the Town Court offices, 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, now

THEREFORE BE IT RESOLVED that the Town Board awards the install of fiber for the Code/Planning and Town Court offices to Techline Communications not to exceed \$4,300.

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

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 185-14
PURCHASE OF A NEW PHONE SYSTEM FROM TECHLINE COMMUNICATIONS
APPROVED

Resolution by: Saglibene
Seconded by: Giammichele

WHEREAS the Town phones are twenty two years old and the system is fourteen years old the cost of maintaining the system out ways the cost of replacing the old system and repairing, and

WHEREAS the Town Supervisor has look into four phone quotes to have a new phone system installed including installation, operation with all parts and labor, and

WHEREAS these quotes were reviewed by a committee of five staff members using Best Value Practices, and

WHEREAS the price of the system along with the service of the system were reviewed, now

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, now

THEREFORE BE IT RESOLVED that the committee recommends that Techline Communications be award the contract to install a new phone system not to exceed \$13,662.00.

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

RESOLUTION NO. 186-14
LEASE OF COUNTY LAND COMMONLY KNOWN AS "SPERR PARK" APPROVED

Resolution by: Giammichele
Seconded by: Adams

THIS AGREEMENT MADE, July 23, 2014 by and between:

Town of Big Flats, 476 Maple Street, Big Flats, NY (hereinafter called Town), and the

County of Chemung, P.O. Box 588, Elmira, NY (hereinafter called County).

WHEREAS, the County is the owner of certain land depicted in Schedule "A" attached hereto, which land is the site of a tragic shooting that took the life of NYS Trooper Andrew Sperr; and

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 186-14, LEASE OF COUNTY LAND COMMONLY KNOWN AS
“SPERR PARK” APPROVED continued

WHEREAS, caring members of the community have since taken it upon themselves to beautify and make improvements to the land, in the memory of Trooper Sperr; and

WHEREAS, the devised land referenced above is not dedicated park land, although the community endearingly refers to the land as “Sperr Park” (nothing herein shall be interpreted to dedicate or convert this County Land into “park land”); and

WHEREAS, the Town has accepted or is considering acceptance of an obligation to maintain and operate what is known as “Sperr Park,” and seeks to memorialize its intentions and obligations through a formal lease agreement with the County, and

WHEREAS, the Town is willing to accept the obligation to maintain and operate what is known as Sperr Park, and

WHEREAS, the County is willing to enter into an agreement for such purposes; and

WHEREAS, the Town and County agree to engage in this Intermunicipal Land Use and Lease in accordance with General Municipal Law § 119-*o* (2) (e).

NOW THEREFORE, in consideration of the mutual promises and agreement between the parties hereto, it is agreed as follows:

1. The Town’s goal is to maintain and operate Sperr Park and shall maintain paths and other parts of Sperr Park in a passable and reasonably safe condition. The Town shall also handle all requests to make reservations for the use of the park and shall keep all funds generated thereby to be used to maintain the park.
2. The Town shall cut and care for and shall provide for the cutting and caring of the grass, trees and other plantings at locations on Sperr Park.
3. The maintenance of Sperr Park as provided above shall be performed by the Town by employing the forces of the Town and by using its equipment or by its contractor or by a combination of these two methods in reasonable consultation with the County Executive. All machinery and tools that shall be necessary for performance under this Agreement shall be provided by the Town or by its contractor as the case may be. The County will not provide any planting or vegetation to the Town for use on Sperr Park.
4. The demised premises (Sperr Park) is encumbered by recorded easements (including, but not limited to, avigation easements in favor of the Federal Aviation Administration [FAA]), all of which the Town agrees its rights under this lease shall be subordinate to, and which the Town agrees its use shall not interfere with.

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 186-14, LEASE OF COUNTY LAND COMMONLY KNOWN AS SPERR PARK” APPROVED continued

5. The Town shall provide insurance for the operation of the equipment and the performance of the labor required hereunder, which insurance shall name the County as additional insured. The minimum amount of insurance shall be a commercial general liability policy or its equivalent with policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
6. The Town agrees to indemnify, defend, and hold the Town harmless from and against any and all liabilities, losses, costs, damages, punitive damages, expenses, claims, and attorneys’ fees arising from or attributable to the Town’s performance or failure to perform the services provided herein; premises liability claims arising on the demised premises; and/or the actions of the Town, its employees, agents, contractors, and invitees relating to this Agreement. The Town further agrees to indemnify and hold the County harmless from and against all loss, cost, damage, liability, and expense (including reasonable attorneys’ fees) resulting from the assertion of any mechanics’, materialmen’s, or other liens against the park arising from or attributable to the Town’s performance or failure to perform the services provided herein and/or the actions of the Town, its employees, agents, contractors, and invitees relating to this Agreement.
7. For the first 15 years of the term of this Agreement, the Town shall make ample provisions each year in its budget for the performance of the services provided herein. Thereafter this Agreement shall be executory to the extent that monies are budgeted and allocated by the Town (see paragraph 8). Nothing herein shall be interpreted as imposing an obligation on the County to budget or appropriate monies for the performance of services outlined herein.
8. This Agreement shall commence the day and year first above written and shall continue for a period of 99 years. Further this agreement shall be automatically renewed annually thereafter and continue unless and until terminated at any time by written notice of one party to the other at least 90 days before the effective date of such termination.
9. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred beyond the amount of such monies. Commencing with the 16th year of this agreement it is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract and County may opt out upon ninety (90) days written notice of intent to terminate.
10. Any dispute not resolved by the Town Director of Public Works and County Public Works Director regarding the performance of services under this agreement shall be referred to the County Executive and Town Manager for resolution.

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 186-14, LEASE OF COUNTY LAND COMMONLY KNOWN AS SPERR PARK” APPROVED continued

11. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way effect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
12. This Agreement constitutes the complete agreement of the parties. No modification of any term hereof shall be valid unless in writing and signed by all parties.
13. This Agreement shall be governed by the laws of the State of New York.
14. The Town Manager has executed this Agreement pursuant to a resolution adopted by the Town of Big Flats Board of Trustees at a meeting thereof. A copy of same is filed with the Town Clerk-Treasurer.
15. The County Executive has executed this Agreement pursuant to a resolution adopted by the County Legislature at a meeting thereof. The County Executive is duly authorized and empowered to execute this Agreement. A copy of same will be filed with the County Legislature.
16. If a party to this Agreement institutes any action or proceeding against another party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party in such action or proceeding will reimburse the successful party therein for the reasonable expenses of attorney’s fees and disbursements by the successful party.
17. Nothing contained in this Agreement and no action by a party will be deemed or construed by the parties or by any third person to create the relationship or principal and agent, or a partnership, or a joint venture, or any association between or among the parties.
18. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
19. The provisions of this Agreement will be binding on the parties and their respective successors and assigns.

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

COUNTY OF CHEMUNG

TOWN OF BIG FLATS

By: _____
Its: _____

By: _____
Its: _____

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

RESOLUTION NO. 187-14
CREATION OF HOURLY STIPEND FOR “TEMPORARY WORKING FOREPERSON
DUTIES” APPROVED

Resolution by: Adams
Seconded by: Giammichele

WHEREAS the Town Department of Public Works has reorganized staff and responsibilities to more efficiently deliver services to Town Residents, and

WHEREAS Independent judgment is required to direct the work of assigned crews to achieve the desired result, whether new construction, renovation, cleaning or maintenance and repairs, and

WHEREAS the Town’s Commissioner of Public Works and Deputy Commissioner/Highway Supervisor have identified a need for additional supervision and oversight of crews, now

THEREFORE BE IT RESOLVED that the Town, by this resolution, creates a stipend for duties and responsibilities of “Temporary Working Foreperson Duties” at a cost not to exceed \$2000 per year, and

FURTHER BE IT RESOLVED that the stipend will be paid at the rate of \$0.80 per hour for hours worked by the employee who has been delegated the duties.

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

RESOLUTION NO. 188-14
RECEIVING AND ACCEPTING OF JULY 23, 2014 COMMUNICATION LOG 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:

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 188-14, RECEIVING AND ACCEPTING OF JULY 23, 2014
COMMUNICATION LOG APPROVED continued

July 11, 2014

Stavitsky & Associates LLC – RE: Notice of Petition. *Referred to: filed with Town Clerk.*

July 15, 2014

Gerald Comfort – RE: Lake Beverly – reopen for Public Fishing. *Referred to: Town Board, Code and Planning department, Department of Public Works and Town Clerk for filing.*

July 16, 2014

Time Warner Cable – RE: July 16, 2014 Programming Notice Changes (CNY/JT). *Referred to: Town Board and Town Clerk for filing.*

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

RESOLUTION NO. 189-14
MARK WILLIAMS TIMBER HARVESTING,
TAX PARCEL 78.00-1-43, APPROVED

Resolution by: Giammichele
Seconded by: Adams

WHEREAS a Timber Harvesting Application has been received from Mark Williams to harvest timber from approximately 55.5 acres of land,

WHEREAS the Town Board finds this action to be an Unlisted Action Under SEQRA and to have no significant effect on the environment based on the following facts:

1. The timber harvesting will consist of a select cut under the supervision of forester Robert Moore of Forstate Consulting;
2. The timber harvesting will begin September 15, 2014;
3. Existing skid trails will be utilized and the adjacent field will be reseeded.

BE IT THEREFORE RESOLVED the application for a timber harvesting permit submitted by Mark Williams is approved as follows:

1. The logging operation, as proposed will involve trucks using Harris Hill Road to Northcrest Road to West Hill Road A. Trucks hauling logs will be required to display a valid safety inspection sticker on the windshield;
2. The transport of logs may only occur between the hours of 9:00am to 7:00pm daily with the exception that on days public schools are in session the transport of logs may not occur between the hours of 1:30 and 4:30pm.
3. All roads shall be kept free of dust and debris created by the logging operation. The roadways will be inspected and cleaned by the logger on a daily basis as needed and must be cleaned when required by the Code Enforcement Officer as a result of any inspections.

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Prior to Obtaining Permit

1. A performance guarantee in the form of a certified check for \$1665 must be posted with the Code Enforcement Office before any timber harvesting may begin. The performance guarantee will be returned upon the satisfactory completion of all logging operations, compliance with conditions of this resolution, and a final inspection of the timber harvesting site by the logger involved, Consulting Foresters, Code Enforcement Officer, and a representative from Chemung County Soil and Water Conservation Service or the Town's Consulting Forester (all costs to be in addition to the performance guarantee and the responsibility of the applicant), if deemed necessary.

Prior to any Logging Operations

2. Proof of Vehicle, General Liability, and Workers Compensation Insurance with minimum liability coverage for personal injury or death of \$1,000,000 and for property damage of \$250,000 for logging operations, unless another amount is authorized by the Town Board and the Town Attorney. The Town of Big Flats must be listed as an additional insured and said proof must be filed with the Planning & Code Office at least 48 hours before commencing any logging operations. Said proof of insurance must be approved by the Town Attorney prior to commencement of work.
3. Notification, in the form of a letter and a copy of the map showing the approved logging area must be provided to all abutters.

During Harvesting Activity

1. The logger shall notify the Code Enforcement Officer within five days of completion to Coordinate onsite inspections.
2. The logging site shall be subject to periodic inspections by the Code Enforcement Officer, the Town's Consulting Forester, and Chemung County Soil & Water Conservation Service Representatives at any time during the course of the operation. These inspections will be done between 10:00am and 4:00pm.
3. Finally, a timber harvest permit requires a driveway access permit. The approved timber harvest is hereby subject to any conditions the Department of Public Works places on the temporary access permit.

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

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 190-14
CAMPING WORLD SALES EVENT SPECIAL USE PERMIT PUBLIC HEARING SET

Resolution by: Adams
Seconded by: Saglibene

WHEREAS, the Planning Board received an application on July 15, 2014 from Camping World for site plan approval to permit an RV sales event located off Chambers Rd at the Arnot Mall, Tax Parcel 58.03-1-1.11, and

WHEREAS, the property is located in the Business Regional (BR) district near the intersection of I-86 and Chambers Rd., and Colonial Drive, and

WHEREAS, the property is located in the Arnot Mall parking lot near the Sears Department store south entrance parking lot, and

WHEREAS, the event shall take place August 22, 2014 – August 24, 2014 between the hours of 8:00am and 9:00pm, and

WHEREAS, RV sales is a use permitted under site plan approval and upon grant of a special permit by the Town Board, and

BE IT THEREFORE RESOLVED, the proposed action is an Unlisted action pursuant to SEQR 6 NYCRR Part 617 and as such the Town Board shall make a negative declaration, and

FURTHER RESOLVED, the Town Board hereby schedules a public hearing to be held on August 13, 2014, for the special use permit requested with the following conditions:

- Hours of Operation shall be limited to hours within the times of 6:00am and 11:00pm
- The dates of the sales event shall be August 22, 2014 through August 24, 2014
- All vehicles shall be removed and the site shall be returned to original condition no later than August 27, 2014
- Operational lighting shall follow the schedule of the plaza
- All signage shall comply with Town of Big Flats Municipal Code Chapter 17.52
- Any deviation from the site plan shall be approved by the Code enforcement office and the Planning Board

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

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 191-14
AMENDED AND RESTATED INTER-MUNICIPAL AGREEMENT BETWEEN TOWN OF
BIG FLATS SEWER DISTRICT NO. 1 AND CHEMUNG COUNTY
SEWER DISTRICT NO. 1 APPROVED

Resolution by: Saglibene
Seconded by: Giammichele

WHEREAS, Big Flats has constructed, and owns a public sanitary sewer system (the “Big Flats Sewer System”), which serves certain areas in the Town of Big Flats primarily located in the vicinity of Maple St., and is more fully described in the map, plan and report of MRB Group, entitled ”Municipal Wastewater Collection System Planning and Formation of Town Sewer District No. 1“, Project No. 021104, dated January 2007 (the “District Extension Report”), a copy of which is annexed hereto and incorporated by reference herein as Exhibit A; and

WHEREAS, Big Flats applied to and received from the New York State Comptroller’s Office approval for the formation of Town of Big Flats Sewer District No. 1, a copy of which approval is attached hereto as Exhibit B; and

WHEREAS, CCSD#1 constructed, owns and operates a public sanitary sewer system (the “CCSD#1 Sewer System”), including related wastewater treatment facilities, which services certain areas of the County of Chemung and portions of the Town of Big Flats, and is commonly referred to as ”Chemung County Sewer District No. 1“; and

WHEREAS, the Parties entered into an Inter-Municipal Wastewater Agreement Between Town of Big Flats Sewer District No. 1 and Chemung County Sewer District No. 1 dated July 9, 2009 (the “Current Agreement”) pursuant to which the Parties have jointly operated the Big Flats Sewer District as more particularly described in the Current Agreement; and

WHEREAS, having Chemung County Sewer District No. 1 assume full operational control of the Big Flats Sewer System upon the Effective Date of January 1, 2015 will promote greater efficiency and consistency in the day to day operation of the Big Flats Sewer System; and

WHEREAS, there is a proposed agreement to that effect; and

WHEREAS that agreement has been reviewed by the Board and is found to be fully satisfactory

BE IT THEREFORE RESOLVED the Town Board, hereby authorizes that the Town Supervisor sign said agreement which is titled AMENDED AND RESTATED INTER-MUNICIPAL AGREEMENT BETWEEN TOWN OF BIG FLATS SEWER DISTRICT NO. 1 AND CHEMUNG COUNTY SEWER DISTRICT NO. 1, and convey it to the County of Chemung to be approved and signed by the County.

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

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 192-14

78 HAMMOND STREET DEMOLISHED COSTS OF SAID DEMOLITION SHALL BE
ADDED TO THE PROPERTY TAX BILL FOR THAT PROPERTY APPROVED

Resolution by: Giammichele

Seconded by: Saglibene

WHEREAS the Town Board on December 11, 2013 approved Resolution No. 200-13 authorizing the Town to order the demolition of the buildings on 78 Hammond Street due to unsafe occupancy, unsanitary and the fact that the property was not fit for human habitation in accordance with Town Law §130 and Title 15 of the Town of Big Flats and further ordered that the owner(s) thereof bear the costs of demolition, and

WHEREAS the buildings on 78 Hammond Street have been demolished by the Town due to the failure by the owner(s) to demolish said structures, and

WHEREAS the costs of said demolition borne by the Town of Big Flats have been established to be \$42,308.90 and are hereby set at that figure, and

WHEREAS for environmental review purposes, this is a Type II action pursuant to SEQRA 6NYCRR Part 617.5(c)(20), (29), and (33), and no further action is required thereof, now

BE IT THEREFORE RESOLVED the Town Board, pursuant to Title 15 of the Town of Big Flats Municipal Code, hereby directs that the costs of said demolition in the amount of \$42,308.90 be added to the property bill for 78 Hammond Street, in the Town of Big Flats.

CARRIED: AYES: Giammichele, Adams, Saglibene, Fairbrother

NAYS: None

ABSENT: Gillette

RESOLUTION NO.193-14

SPECIAL MEETING TO START

AT 4:00 P.M. ON AUGUST 13, 2014 INSTEAD OF 4:30 P.M.

Resolution by: Saglibene

Seconded by: Adams

RESOLVE the Town Board set a Special Town Board meeting for August 13, 2014 to start at 4:00 p.m. instead of 4:30 p.m. for the purpose of viewing Two Presentations before the Town Board Meeting;

1. STC – Zoning on Route 352
2. Candy Reed – Office of the Aging

CARRIED: AYES: Giammichele, Adams, Saglibene, Fairbrother

NAYS: None

ABSENT: Gillette

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

RESOLUTION NO. 194-14
TOWN OF BIG FLATS TAX-EXEMPT GOVERNMENTAL BONDS
TAX COMPLIANCE GUIDELINES APPROVED

Resolution by: Adams
Seconded by: Giammichele

WHEREAS the Town of Big Flats is in the process of refinancing the municipal complex and Water Districts Bonds, and

WHEREAS the Government requires Tax Compliance Guidelines be adopted by the Town Board, 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) (23) and as such no further action is required regarding the same, and

THEREFORE BE IT RESOLVED the Town of Big Flats, Town Board adopts the attached Tax Compliance Guidelines for the Tax-Exempt Governmental Bonds.

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

Supervisor Fairbrother Reports:

- Phone System – New phone system should be in 2 – 3 weeks
- Meeting with Elmira Water Board – Working with them- shared services
- Insurance -
- Parking Tags -
- Drainage with Andy, Chris and Mark Watts
- Porta John for Taffy
- Park Commissions
- Budgets – need dates and Times for Reviewing Meetings
- Water Supervisor / Operator
- Hammond Street Property
- Assessing Shared Service update
- Hand Book completed by the beginning of September
- Rebonding – August 21, 2014
- Sewer as to billing
- Tab Church Ball Field
- Klee Loan
- Sing Sing Creek – Good Solid Plan
- Pump house direct number for pump housing
- Credit cards
- Sales tax was up this quarter

MINUTES OF THE WATER/ TOWN BOARD MEETING OF JULY 23, 2014

Councilperson Adams passed out to the Board, the Big Flats Community Center update Agreement to revise the Use Agreement for the Community Center, and asked for them to review for the next meeting.

- ✓ Liability Insurance
- ✓ Lowering the Insurance Amount

Supervisor Fairbrother made a motion, seconded by Councilperson Giammichele to enter into an executive session at 8:28 P.M., to discuss legal advice from the attorney of the Town, and asked Chris Austin Highway Foreman & Deputy DPW Commissioner and Andy Avery Commissioner of Public Works enter in. All in favor except Councilperson Gillette, motion carried.

Supervisor Fairbrother reconvened the Town Board Meeting at 9:04 p.m.

Councilperson Giammichele made a motion, seconded by Councilperson Saglibene to adjourn the Town Board meeting at 9:05 p.m. All in favor, motion carried.

Date approved: _____

Linda J. Cross
Town Clerk