

MINUTES OF THE TOWN / WATER BOARD MEETING OF OCTOBER 22, 2014

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

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

PRESENTATION: Eagle Scout Project Proposal – Mills Cemetery, by Alec Cutler

PRESENTATION: Town & Country Fire Department Inc., by Ray Colwell, President

PUBLIC HEARING: 7:00 P.M. Franchise Agreement with Empire the Community
Cable Corporation

Supervisor Fairbrother called the public hearing to order at 7:12 p.m., and read the legal notice duly advertised in the Elmira Star Gazette on October 15, 2014, to allow the consideration of the public comments regarding the Application of a Franchise Agreement with Community Cable Corporation d/b/a North Penn Video to provide cable television services.

IN FAVOR: None

OPPOSITION: None

COMMENTS: Jane King, 15 Kelley Drive, stated she is looking forward to something new in the line of cable, internet and telephone, I think it's a great opportunity for the people who will be able to take advantage of it. Jane stated she is sure there will not be hidden fees that she sees with her current company. She thinks it's a great thing and it's time for a change.

Since there were no further comments, Supervisor Fairbrother closed the Public Hearing at 7:14 p.m.

PUBLIC HEARING: 7:02 P.M. Franchise Agreement with Empire Video Service

Supervisor Fairbrother called the public hearing to order at 7:15 p.m., and read the legal notice duly advertised in the Elmira Star Gazette on October 15, 2014, to allow the consideration of the public comments regarding the Application of a Franchise Agreement with Empire Video Services Corporation to provide cable television services.

IN FAVOR: None

OPPOSITION: None

COMMENTS: None

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Since there were no further comments, Supervisor Fairbrother closed the public hearing at 7:16 p.m.

CONCERNS OF THE PEOPLE

Mike Zine, 815 West Broad Street with the Town and Country Fire Department, agrees with what Ray Colwell, (President of Town & Country Fire Department Inc.) said during the earlier presentation. Mike then asked the Town Board what the surplus for the Town is, and asked the Town use some of those funds to help Town and Country Fire Department out. Mike states he is worried that they are not going to be supported, and was asking the Town to help out. Supervisor Fairbrother replied that they are a Special District, and money cannot be taken out of fund balance and transferred to a Special District, the Office of Comptroller will not allow it. It is public funds, not Special District funds and they cannot be mixed.

MINUTES

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the minutes of September 24, 2014, after a change with Karen Esteps comment should read (**Dirt Track Bikes without mufflers and also 4 Wheelers -ATV's and not Motorcycles**). All in favor except Councilperson Gillette was absent, motion carried.

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the Special Town Board minutes of September 29, 2014 as presented. All in favor except Councilperson Gillette was absent, motion carried.

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the Special Town Board minutes of September 30, 2014 as presented. All in favor except Councilperson Gillette was absent, motion carried.

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the Special Town Board minutes of October 2, 2014 as presented. All in favor except Councilperson Gillette was absent, motion carried.

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the Special Town Board minutes of October 6, 2014 as presented. All in favor except Councilperson Gillette was absent, motion carried.

Councilperson Saglibene made a motion, seconded by Councilperson Adams to approve the minutes of October 8, 2014 as presented. All in favor except Councilperson Gillette was absent, motion carried.

UNFINISHED BUSINESS

PRESENTATION: Empire – Brian J. Ketchum Vice President/ General Manager

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RESOLUTION NO. 245-14
THE HIGHWAY LAW SECTION 284 AGREEMENT AMENDED

Resolution by: Saglibene
Seconded by: Giammichele

WHEREAS in accordance with Highway Law, Section 284, the Town Supervisor, Town Board, and Commissioner of Public Works are required to enter into an agreement regarding monies levied and collected in the Town for repair and improvement of highways, and

WHEREAS the Town Board wishes to approve additional road improvements, and

WHEREAS the 2014 Section 284 Agreement needs to be amended to reflect additional projects for road improvements, and

WHEREAS we are currently projecting a minimum surplus of \$139,000, and

WHEREAS with the Board's permission, we would like to modify the agreement as follows:

Delete:

Garden Lane (Distance of 0.18 miles)
Top with Oil and Stone.
Deduct: **\$3,467** in planned costs.

Add:

Lederer Lane, Garden Lane, Brookwood Hills, Milton Lane (Total distance of 0.76 miles)
Apply tack coat and overlay with 1.5-in of Type 7F top.
Add: **\$80,202** in new costs.

TOTAL PROPOSED COSTS of roads added to 284 Agreement: \$76,735

WHEREAS for environmental review, repaving of existing highways is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (4) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED, in accordance with Highway Law, Section 284, the Town Supervisor, Town Board and Commissioner of Public Works are authorized to amend the 2014 Highway Law Section 284 Agreement for the Expenditure of Highway money for Lederer Lane, Garden Lane, Brookwood Hills, Milton Lane (Total distance of 0.76 miles) without change to the original sum of \$1,226,881.81.

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

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RESOLUTION NO. 246-14

RESOLUTION NO.242-14, RECOGNITION OF REGISTRO WAY AND COMMUNITY PARK DRIVE AS PUBLICLY TRAVELED ROADS AND REQUEST THAT THEY BE ADDED TO THE 2015 NEW YORK STATE LOCAL HIGHWAY INVENTORY (LHI) AMENDED

Resolution by: Adams
Seconded by: Saglibene

WHEREAS the Federal Highway Administration requires an Annual Certification of Local Highway Mileage, and

WHEREAS the New York State Department of Transportation has sent out the instructions for completing the Annual Certification, and

WHEREAS the addition of roads to the Town's inventory must be indicated on the Annual Certification and accompanied by the required resolutions, and

WHEREAS the Commissioner and Deputy Commissioner of Public Works have recommended the recognition of Registro Way and Community Park Drive as publicly traveled roads, and

WHEREAS the Commissioner and Deputy Commissioner recommend that Registro Way and Community Park Drive be added to the New York State Department of Transportation Local Highway Inventory (LHI), and

WHEREAS Registro Way is 1,428 feet in length by 21 feet wide, and

WHEREAS Community Park Drive is 1,341 feet in length by 16 feet wide from Main Street (CR64) to Pavilion Drive, and 236 feet in length by 21 feet wide from Pavilion Drive to River Street, and

WHEREAS the recognition and addition of these roads is an administrative Type II action under SEQRA 6 NYCRR, Part 617.5 (c) (20) and thus no environmental review action is required, now

BE IT THEREFORE RESOLVED the Town Board, as recommended by the Commissioner and Deputy Commissioner of Public Works, hereby recognize Registro Way and Community Park Drive as publicly traveled roads, and

BE IT FURTHER RESOLVED the Town Board authorizes the addition of Registro Way totaling 1,428 feet in length by 21 feet wide, and Community Park Drive totaling 1,341 feet in length by 16 feet wide from Main Street (CR64) to Pavilion Drive, and 236 feet in length by 21 feet wide from Pavilion Drive to River Street, to the New York State Department of Transportation Local Highway Inventory (LHI).

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

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RESOLUTION NO. 247-14

FRANCHISE AGREEMENTS FOR FIBER OPTIC VIDEO CABLE WITH EMPIRE VIDEO SERVICE CORPORATION AND FRANCHISE AGREEMENT WITH COMMUNITY CABLE CORPORATION D/B/A NORTH PENN VIDEO APPROVED

Resolution by: Giammichele

Seconded by: Adams

WHEREAS Empire Video Service Corporation and Community Cable Corporation d/b/a North Penn Video are desirous of entering into franchise agreements with the Town of Big Flats for the provision of fiber optic video services to the Town of Big Flats, and

WHEREAS the fiber optic services by both corporate entities shall also include the provision of security, internet and phone services to the Town of Big Flats and its residents at greatly increased speeds and savings of costs to the Town and its residents, and

WHEREAS two separate agreements are necessary in order to provide the maximum amount of video services and channels, and

WHEREAS franchise agreements have been negotiated between the Town of Big Flats and Empire Video Service Corporation and Community Cable Corporation d/b/a North Penn Video, copies of which are below, and

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

THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that the Franchise Agreements are approved, and to that end the Town's Supervisor is hereby authorized, in the name and on behalf of the Town, to (i) execute and deliver, in the name and on behalf of the Town, the Franchise Agreements, (ii) take all such other actions (with the advice of counsel) as may be required to institute the cable television franchise contemplated by the Franchise Agreement, including without limitation, further negotiation and preparation of the Franchise Agreement and the execution and delivery of any necessary agreements, amendments, supplements, extensions, certificates, notes and other documents and instruments, all in form and substance as may be approved by the Town's Supervisor (his signature thereon being conclusive evidence of such approval), and (iii) take such further actions as the Town's Supervisor may deem necessary or advisable and appropriate to consummate the transactions hereby approved and otherwise to carry out the purpose and intent of these resolutions.

RESOLVED, that all actions taken by the Town's Supervisor to date in connection with the Franchise Agreement are hereby ratified and affirmed in all respects, now

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RESOLUTION NO. 247-14, FRANCHISE AGREEMENTS FOR FIBER OPTIC VIDEO CABLE WITH EMPIRE VIDEO SERVICE CORPORATION AND FRANCHISE AGREEMENT WITH COMMUNITY CABLE CORPORATION D/B/A NORTH PENN VIDEO APPROVED continued

BE IT THEREFORE RESOLVED the Town Board authorizes the Town Supervisor to sign the Franchise Agreement with Empire Video Service Corporation and the Franchise Agreement with Community Cable Corporation d/b/a North Penn Video.

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

NEW BUSINESS

RESOLUTION NO. 248-14
2014 BUDGET TRANSFERS AND AMENDMENTS APPROVED

Resolution by: Giammichele
Seconded by: Saglibene

WHEREAS a memorandum was received from the Bookkeeper, dated October 16, 2014, requesting authorization for Budget Transfers and Amendments, 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 and Amendments:

General Fund- Transfers

Please authorize a budget transfer due to overspent budgets:

To Historian-CE-A.7510.4	100	
Refuse & Garbage-CE-A8160.4	200	
From Hosp. & Dental Ins. A.9060.0800		300

Amendment:

Please authorize a budget amendment to the 2014 General Fund budget due to additional road and capital improvements in the Highway Dept.

Increase Appropriations-A.0960	573,512
Increase Transfers to other Funds. -CE-A. 9901.9	573,512
Increase appropriated Fund balance A.0599	573,512

Highway Budget Amendment

Please authorize to amend the 2014 Highway Fund budget due to additional road and capital improvements work and over-budget accounts.

Increase Estimated Revenues--D.0510	573,512
Increase Interfund Transfers-- D.5031	573,512

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RESOLUTION NO. 248-14, 2014 BUDGET TRANSFERS AND AMENDMENTS
APPROVED continued

Increase Appropriations-D.0960	573,512
Increase General Repairs Street Maint. -CE-D.5112.4	321,300
Increase Machinery & Equipment- CE-D.5130.2	252,212

Water District #1, 2, & 3

Please authorize a budget transfer due to repairs cost on a recent water main break on Chambers Road.

To: Transmission & Dist.-CE-S18340.4	10,000	
Transmission & Dist.-CE-S28340.4	11,000	
Transmission & Dist.-CE-S38340.4	4,000	
From: Hospital & Medical Ins.—S1.9060.8		10,000
Hospital & Medical Ins.—S2.9060.8		11,000
Hospital & Medical Ins.—S3.9060.8		4,000

Water District #4

Please authorize a budget transfer due to overspent budget items.

To: S of S Pwr. & Pump-CE -S4.8320.4	900	
From: Administration-PS-S4-8310.01		500
From: Hospital & Medical Ins.—S4.9060.8		400

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

RESOLUTION NO. 249-14
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 October 2014, vouchers 4003845 – 4003959 and order the bills paid, when in funds, for the following:

GENERAL FUND	\$ 852,359.68
HIGHWAY FUND	\$ 339,674.57
SEWER DISTRICT #1	\$ 509.27
WATER DISTRICT #1	\$ 15,674.97
WATER DISTRICT #2	\$ 16,394.84
WATER DISTRICT #3	\$ 6,787.27
WATER DISTRICT #4	\$ 918.33
LIGHTING DISTRICT	\$ 419.55
TRUST & AGENCY	\$ 1,819.32

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

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RESOLUTION NO. 250-14
LEASE WITH EMPIRE ACCESS CORPORATION OF THE HIGHWAY SUPERVISOR'S
FORMER OFFICE AT THE BIG FLATS MUNICIPAL CAMPUS APPROVED

Resolution by: Adams
Seconded by: Saglibene

WHEREAS, Empire Access Corporation is desirous of obtaining leased space from the Town of Big Flats in the Highway Supervisor's former office located at the Town of Big Flats Municipal Campus which said leased space will be used to house the various electronic equipment needed for the operation of a fiber optic network being installed in the Town of Big Flats; and

WHEREAS, negotiations have been had between the Town Supervisor, the Town Attorney and Empire Access Corporation that have led to the following proposed lease:

"LEASE AGREEMENT

This Lease Agreement (the "Lease"), made effective as of November 1, 2014 (the "Effective Date") by and between The Town of Big Flats, a New York municipality, with offices located at 476 Maple Avenue, Big Flats, New York 14814 ("Landlord"), and EMPIRE ACCESS CORPORATION, a New York corporation, with an office at 34 Main St., Prattsburgh, New York 14873 ("Tenant").

ARTICLE 1: PREMISES AND TERM

Section 1.01 The Premises.

Landlord hereby leases to Tenant, upon the terms, covenants and conditions set forth in this Lease, certain real property and all improvements constructed thereon, currently known and described as the Highway Supervisor's Office located at The Big Flats Municipal Campus in the Highway Building Office in that building (the "Building") located at 476 Maple Avenue, Big Flats, New York as shown on the drawing attached hereto as Exhibit A (the "Premises") together with the right to use in common with others entitled thereto, all common areas and amenities available at or related to the Building including any lobbies, walks, driveways and parking areas serving the Building and the Premises. The Landlord will provide clean office space with 7x24 hour access, no more 60 amps of AC power, access to the building for multiple fiber entrances, fiber cross connects to other fiber carriers, HVAC and a backup generator (which is already available). If more than 60 amps is required and an upgrade is needed the Tenant shall pay for the upgrade as a price to be negotiated. Prior to the Commencement Date, the Landlord shall, at its sole cost and expense, undertake the work identified on Exhibit B as "Landlord's Work" in accordance with the specifications set forth on Exhibit B and otherwise in good and workman like manner. Tenant shall be permitted to undertake, at its sole cost and expense, that work identified on Exhibit B as "Tenant's Work", in accordance with the specifications set forth on Exhibit B and otherwise in good and workman like manner.

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Section 1.02 Term.

The term of this lease (the "Term") shall be for a period of five years, commencing on November 1, 2014 (the "Commencement Date"), and ending on November 1, 2019 or until the Term shall sooner cease as herein provided ("Termination Date").

ARTICLE 2: USE

Tenant shall use the Premises for uses related to its business, including without limitation, for the location and storage of its telecom equipment, use by its employees, contractors, customers and invitees, for general office use and storage use, and other uses related thereto. Any change or deviation from that use shall only be made with the written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant and Tenant's invitees, employees and customers shall have the non-exclusive right to use all parking areas, access roads, driveways, sidewalks and other common areas in and/or around the Building and Premises.

ARTICLE 3: RENT

Section 3.01 Rent.

Tenant hereby agrees to pay to Landlord annual Rent of \$2400 for the Premises during the Term in equal monthly installments of \$200.00. Each monthly installment of Rent is to be paid in advance, on or before the 1st day of each and every month during the Term, with the first such payment to be made at Lease signing. Tenant shall pay the Rent without offset or deduction and without previous demand at the offices of the Landlord as set forth in Article 18 or at such other place at which Landlord shall have given Tenant written notice. Landlord's acceptance of a partial payment of rent does not constitute an accord and satisfaction or a waiver of Landlord's right to the balance of rent due and owing for such month, it is merely a partial payment on account.

Section 3.02 No Obligation to Pay Additional Rent; Maintenance.

- (a) The Rent described in Section 3.01 includes all amounts for common area maintenance, real estate taxes, insurance, and similar charges. Accordingly, Tenant will have no obligation to pay or otherwise reimburse Landlord for any common area maintenance costs, real estate taxes, insurance, or similar charges.
- (b) Landlord, at its sole cost and expense, shall keep the Building and all common areas serving the Building and the Premises in a good state of condition and repair and shall pay, when due and at its sole cost and expense, all real property taxes; lawn and landscaping; paving, repaving and striping of the parking area and access roads; snow removal; refuse and recycling; water and sewer charges; and Landlord's property and liability insurance affecting the Premises.

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(c) Landlord shall, at its sole cost and expenses, repair and maintain the structural components of the Premises, and the common areas and the mechanical systems of the Building, including but not limited to the roof, exterior walls (including windows), HVAC, plumbing and electrical systems; fire safety systems, common areas including lobbies, parking areas, curbs and walks. In addition, Landlord shall make all other repairs and perform all other maintenance required or needed at the Premises or in the Building including but not limited to maintenance of all non-structural elements of the Building and Premises, landscaping, parking lots (including lighting), and removal of trash from the designated dumpsters in appropriate receptacles, and keeping the sidewalks, driveways and parking areas free of snow, ice and debris.

(d) Tenant shall be responsible for cleaning the interior of its Premises. Landlord will pay for the cost of all gas and electricity supplied to the Premises.

Section 3.04 Late & Interest Charges.

Landlord shall have the right to impose a late charge of 5% of the Rent due for any installment of Rent not received by Landlord within five (5) business days after it is due ("Late Charge"). A \$100 fee will be due for any check returned to Landlord from bank (in addition to late fee).

ARTICLE 4: INSURANCE

Section 4.01 Tenant's Coverage.

(a) Tenant, at its sole cost and expense, shall keep the improvements located on the Premises and owned by Tenant, including all of Tenant's fixtures and equipment in the Premises, insured during the Term against loss or damage by fire or other casualty, with extended coverage, and such other insurable hazards and in such amounts and with such deductibles as Landlord reasonably determines to be appropriate, but in no event less than full replacement value. Such policy shall name the Landlord and any lender of Landlord as additional insureds, and shall contain the proper co-insurance provisions to prevent Tenant from being a co-insurer.

(b) Tenant shall also be responsible for purchasing and maintaining at its expense public liability insurance insuring Tenant against claims of bodily injury to, or the death of, any person and for injury to, or destruction of, any property; and workers compensation insurance.

(c) The limits of liability of such insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury (or death) caused to any one person, not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury (or death) to more than one person arising from any one accident, and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to damage to property. Said policy shall name Landlord and Landlord's lender as additional insureds and contain a clause that the insurer may not cancel or change the insurance coverage limits without first giving Landlord thirty days prior written

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notice, except cancellation for nonpayment of premium, in which case only ten days prior written notice shall be required. Such insurance shall be written by one or more companies qualified to do business in New York State with general policy holders rating of not less than "A" as currently rated by A.M. Best Co., Inc.

(d) The insurance required by Section 4.01(c) above shall be primary insurance and the insurer shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the declarations without the right of contribution from any other insurance coverage held by Landlord.

(e) Landlord may maintain a policy of public liability and property damage insurance against liability for injury to persons and/or property (and death) of any person or persons in or about the Property.

(f) Certificates of such insurance coverage shall be delivered to the Landlord on or before the Commencement Date (and prior to taking possession of the Premises), and thereafter, prior to the expiration of any certificate.

(g) In the event that Tenant shall not have delivered to Landlord a policy or certificate evidencing the required insurances within fifteen (15) days prior to the Commencement Date and/or fifteen (15) days prior to the expiration of any policy and after notice and opportunity to cure pursuant to Section 11 herein, Landlord may, in addition to any other remedies it may have under this lease, obtain such insurance as it may reasonably require to protect its interest, and the cost for such policies shall be paid by Tenant to Landlord upon demand, plus a fifteen percent (15%) administrative charge.

Section 4.02 Restriction on Tenant's Activities.

(a) Tenant shall not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way invalidate any insurance coverage or increase the rate of insurance on the Premises or any part of the Premises. If any invalidation of coverage or increase in the rate of insurance is stated by any insurance company to be due to any activity, or equipment of, or permitted by, Tenant in or about the Premises, such statement shall be conclusive evidence that the invalidation of coverage or increase in rates is due to such activity or equipment and Tenant shall immediately cease to conduct or permit to be conducted such activity or remove such equipment. In the case of an increase in insurance rates, Tenant shall be liable for the amount of the increase and, if applicable, shall reimburse Landlord upon demand, as Additional Rent.

(b) Neither Tenant nor Tenant's agents or contractors shall, without Landlord's prior written consent, which consent may be withheld or conditioned within Landlord's sole and absolute discretion, keep on or around the Premises for use, handling, transport, disposal, treatment, generation, storage, or sale, any of the following: hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, aboveground or

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underground tanks, oils, pollution, asbestos, PCB's, materials, or contaminants, as those terms are commonly used or as defined by federal, state, and/or local law or regulation related to protection of health or the environment, including, but not limited to, the Resource Conservation and Recover Act (RCRA) (42 U.S.C. sec. 6901, et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. sec. 9601, et. seq.); the Toxic Substance Control Act (15 U.S.C. sec.2601, et. seq.); the Clean Water Act (33 U.S.C. sec. 1251 et. seq.); and the Clean Air Act (42 U.S.C. sec. 7401 et. seq.) ("Environmental Laws"); and as any of the same may be amended from time to time, and/or by any rules and regulations promulgated thereunder (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state, or local law, regulation, statute, ordinance, or management plan. Additionally, in the event that Tenant shall have any materials requiring an MSDS registration, copies of such forms shall be forwarded to Landlord immediately.

Section 4.03. Landlord's Coverage.

Landlord shall maintain, throughout the Term of this Lease, insurance covering the Building, including the Premises and leasehold improvements, in an amount equal to 100 percent of the reasonably estimated replacement cost thereof, against the perils of fire, extended coverage, vandalism and malicious mischief and sprinkler leakage.

ARTICLE 5: ALTERATIONS, IMPROVEMENTS, CONSTRUCTION ALLOWANCE

Tenant shall make no alterations or additions in, upon, or to the Premises, or any part thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. All of the improvements constructed upon the Premises, excepting "trade fixtures" installed by the Tenant at the Tenant's expense, shall at the expiration of the Lease or any extension term, become the property of the Landlord. Provided Tenant is not in default at the time, Tenant may remove any trade fixtures installed at its expense provided that the Tenant shall repair any damage caused by the removal of such items to their original conditions existing as of the Commencement Date. Tenant hereby indemnifies Landlord for any damage to the Premises caused by any improvements to the Premises made by Tenant, its agents, employees or contractors employed by Tenant.

Section 5.01 Improvements.

Notwithstanding anything contained herein to the contrary, all trade fixtures, business equipment, supplies, inventory, signs, and other removable personal property installed in or on the Premises by Tenant at its expense ("Tenant's Property") remains the property of Tenant and may be removed by Tenant from time to time during the Term of the Lease and Tenant repairs any damage occasioned by the removal of Tenant's Property.

Section 5.02 Signs.

Tenant shall have the option to place a sign upon the Premises, at its expense, indicating Tenant's office location, to the extent permitted by local law and/or ordinance. Such sign shall

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be constructed and placed in accordance with local municipal rules, regulations and ordinances. All signage must receive Landlord's prior written approval for design, dimensions, colors and placement.

ARTICLE 6: INDEMNIFICATION

Section 7.01. General Indemnification.

Tenant shall defend, indemnify and hold harmless the Landlord, its officers, agents, representatives and employees from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees) in connection with loss of life, personal injury and/or damage to property to the extent arising: (i) from or out of any occurrence in, upon or at the Premises; (ii) from or out of the occupancy or use by Tenant of the Premises, or any part thereof, or any breach by Tenant in the performance or observance of its covenants or obligations under this Lease; (iii) from or out of any negligent act or omission of Tenant, its agents, contractors, employees, lessees or concessionaires.

Landlord shall indemnify and hold Tenant harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorney's fees) suffered by or claimed against Tenant, to the extent arising out or resulting from (i) any negligent act or omission of Landlord, its employees or agents, or (ii) any breach by Landlord in the performance or observance of its covenants or obligations under this Lease.

Section 7.02 Environmental.

Landlord represents that the Premises will be delivered to Tenant free of all hazardous materials. If Landlord is ordered by governmental authorities to remove any hazardous materials, Landlord shall have the sole responsibility of complying with such orders and Landlord shall bear the sole costs in connection therewith. If any hazardous materials which existed on or about the Premises prior to the Commencement Date are discovered, Landlord shall bear the sole cost and responsibility of removing said hazardous materials and shall indemnify, defend and hold Tenant harmless from and against any and all costs and/or damages resulting from the existence of such hazardous materials (including but not limited to reasonable investigation and clean-up costs, reasonable attorneys' fees and expenses, consultants fees and court costs).

ARTICLE 7: COMPLIANCE WITH LAWS

Section 8.01 Compliance.

As of the Commencement Date, Landlord represents to Tenant that the Building (including the Premises and the parking lot adjacent to the Building) is in full compliance with all applicable laws, ordinances, codes, rules, regulations, orders and other lawful requirements associated with construction, operating, use and maintenance of the Building, including the Premises, for Tenant's permitted uses herein.

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From and after the Commencement Date, Tenant, at its expense, shall comply with all requirements of all laws, orders, ordinances, rules and regulations of federal, state, county and municipal authorities and with any direction of any public officer or officers, pursuant to law, and with the requirements of the Board of Fire Underwriters or similar body, whether the above are in effect as of the execution of this Lease or are hereinafter enacted, which are applicable to the Tenant's use of the Premises.

Section 8.02 Contest.

Tenant shall have the right, at its own expense, to contest or review by appropriate legal or administrative proceedings the validity or legality of any law, order, ordinance, rule, regulation, direction or certificate of occupancy and during such contest Tenant may refrain from complying therewith, provided that Tenant shall not undertake such contest unless it: (a) notifies Landlord of its intention to do so; and (b) furnishes such reasonable indemnity to Landlord as Landlord shall determine to be reasonably necessary to protect its interests.

ARTICLE 8: CONDEMNATION

Section 9.01 Condemnation Award.

In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord shall be entitled to collect from the condemnor the entire award. Tenant shall retain its right to a separate award for its trade fixtures and any relocation expenses. Tenant agrees to execute all further documents that may be appropriate to facilitate collection by Landlord of its awards.

Section 9.02 Taking of Materially All.

If, at any time during the Term, title to the whole or materially all of the Premises shall be taken by exercise of the right of condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right, either party may terminate this Lease upon written notice to the other party, and such Lease shall expire on the date title vests in the condemnor and the Rent shall be apportioned and paid only to such date. For the purposes of this Article 9, "materially all of the Premises" shall be taken if the portion of the Premises not so taken cannot, in the reasonable opinion of Landlord or Tenant, be so repaired as to be suitable for the conduct of Tenant's use in substantially the same manner as conducted on the Premises immediately prior to the taking.

Section 9.03 Partial Taking.

If, at any time during the Term, title of any portion of the Premises shall be taken in the manner described in Section 9.02, but the portion taken is less than materially all of the Premises, this Lease shall continue, but the Rent thereafter payable by Tenant shall be apportioned and reduced from the date of the partial taking.

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ARTICLE 9: ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or sublet the Premises in whole or in part or otherwise transfer or encumber its leasehold estate without the prior written consent of Landlord, which consent will not be unreasonable withheld. Upon any permitted assignment, subletting, transfer or encumbrance, Tenant shall continue to remain primarily liable to Landlord for the full and faithful performance of all of Tenant's covenants and obligations under this Lease. Notwithstanding the foregoing, Tenant shall be permitted to assign this Lease without the necessity of obtaining the Landlord's consent (i) to any affiliate, subsidiary or parent company of Tenant, and (ii) to any third party that acquires all or substantially all of the Tenant's business operations and/or assets, whether by stock sale, asset sale, merger, consolidation or otherwise.

ARTICLE 10: DEFAULT

Section 11.01. Events of Default; Remedies.

If Tenant shall fail to:

(i) pay when due any part of the Rent or any other sum required to be paid by Tenant hereunder, and if such failure is not cured by Tenant within ten (10) days after Tenant's receipt of a written notice from Landlord specifying same; or

(ii) perform any other obligation of Tenant set forth in this Lease, which failure is not cured by Tenant within thirty (30) days after Tenant's receipt of written notice from Landlord specifying same (provided that if such failure cannot be reasonably cured within such thirty (30) day period, and if Tenant shall have promptly commenced to cure same within such thirty (30) day period, the time for such cure shall be reasonably extended); then, and in such event, Landlord, in addition to all other rights or remedies provided for by law, shall have the right to re-enter the Premises after ten (10) days written notice and to remove all persons and property located therein, and to store any such property in a public warehouse or elsewhere at the cost of and for the account of Tenant.

Upon any such re-entry, Landlord shall have the right to make any reasonable repairs, alterations, or modifications to the Premises, which Landlord, in its sole discretion, deems reasonable and necessary. After such entry, Landlord shall have the option to terminate this Lease or, without terminating this Lease, to re-let the Premises at such rent and upon such conditions and for such a term, whether less than or greater than the unexpired portion of the Term of this Lease, as Landlord deems reasonable and necessary. Tenant shall pay to Landlord, as soon as determined, the reasonable costs and expenses incurred by Landlord in such re-letting, including reasonable brokerage and legal fees and the reasonable costs and expenses incurred by the Landlord, in making repairs, alterations or modifications to the Premises necessary to re-let the Premises. All sums received by Landlord from such re-letting shall be applied first to the payment of all costs incurred in said re-letting, including but not limited to reasonable brokerage and legal fees, second to the payment of the costs of any repairs,

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alteration or modification to the Premises necessary to re-let the Premises, third, to the payment of any indebtedness of Tenant arising out of this Lease, including rent due and owing, and unpaid, and the balance, if any, shall be held by Landlord and applied in payment of future rent, if such future rent may become due and payable. Should the amounts applied towards payment of the rental obligation during any month be less than the rent agreed to be paid during said month by Tenant, this deficiency shall be calculated and paid monthly. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate the Lease. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter during the Term of this Lease elect to terminate this Lease by virtue of such previous default by Tenant. Landlord may elect to terminate this Lease and recover from Tenant any damages incurred by reason of such default, including the costs of recovering the Premises, reasonable attorneys fees and the then excess, if any, of the rent due pursuant to the provisions of this Lease over the then reasonable rental value of the Premises for the balance of the stated term, which amount shall become immediately due and payable by Tenant to Landlord, less any sums received by Landlord from re-letting during the balance of what would have been the term hereunder. Such termination shall be effective at the expiration of five (5) days from the time of receipt by Tenant of Landlord's written notice to terminate.

ARTICLE 11: LIENS

Tenant shall keep the Premises free and clear of any liens and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of the Tenant. In the event any lien is recorded, Tenant shall discharge such lien within fifteen (15) days of recording, or, if Tenant desires to contest any lien then Tenant may bond the same. In the event Tenant shall fail to pay any lien claim when due or shall fail to bond it, then Landlord shall have the right, but not the obligation, to expend all sums necessary to discharge the lien claim. Tenant shall pay as Additional Rent, when the next rental payment is due, all sums expended by Landlord in discharging any lien, including reasonable attorney's fees and costs, plus interest, calculated at 2% per month.

ARTICLE 12: RIGHT TO PERFORM

Tenant covenants and agrees that, if Tenant shall at any time fail to make any payment, or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, after notice and opportunity to cure as set forth in Section 11 to Tenant, and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such act to the extent Landlord may reasonably deem desirable. Tenant shall pay when the next rental payment is due, all sums expended by Landlord, plus interest, calculated at 2% per month.

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If Landlord defaults in the performance of any duty or obligation hereunder and such default continues unremedied for a period of thirty (30) days following Landlord's receipt of written notice from Tenant to Landlord, then Tenant shall have the right to cause the Landlord's default to be cured and to recover from Landlord the reasonable costs and expenses incurred by Tenant in curing Landlord's default. If Landlord doesn't pay or reimburse Tenant within thirty (30) days of Tenant's request, Tenant shall, in addition to any other rights and remedies available at law, be permitted to offset any amounts owed by Landlord against Rent and other charges due from Tenant hereunder. In addition, if the nature of Landlord's default is such that it cannot reasonably be cured within thirty (30) days after written notice, then the time permitted for Landlord to cure the default shall be extended as necessary to permit the cure to be accomplished, if Landlord promptly commences the cure after receiving written notice from Tenant and thereafter diligently pursues the cure to completion.

ARTICLE 13: LANDLORD'S RIGHT TO ENTER PREMISES

Section 14.01 For Maintenance.

Landlord shall have the right to enter the Premises upon at least 24 hours prior written notice to Tenant during ordinary business hours, or at any time in case of emergency, for the purpose of inspecting the general condition and state of repair of the Premises, to make any necessary repairs or alterations, and to show the Premises to any prospective purchaser or mortgagee.

Section 14.02 For Re-let.

Landlord and its authorized agents shall have the right to erect on the Premises a customary sign advertising the Premises for lease and the right to enter the Premises during the last nine (9) months of the Term or any extended Term upon at least 24 hours prior notice to Tenant and during ordinary business hours for the purpose of showing the Premises to prospective tenants.

ARTICLE 14: ESTOPPEL; SUBORDINATION

Section 15.01 Estoppel Certificates.

Tenant agrees that, at any time and from time to time, upon ten (10) days prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a statement in writing stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that this Lease as so modified is in full force and effect), the dates to which the Rent has been paid and whether Landlord has defaulted in the performance of any of its obligations under the terms of this Lease.

Section 15.02 Subordination and Non-Disturbance.

Notwithstanding Article 19, this Lease and the rights of Tenant under this Lease are subject and subordinate at all times to any present or future mortgage in force against the

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Premises ("Mortgage"). The rights of Tenant under this Lease are also subject and subordinate at all times to all renewals, modifications, consolidations, replacements and extensions of any Mortgage. This paragraph shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Upon request, Landlord will use commercially reasonable efforts, at Tenant's expense, to obtain a standard non-disturbance agreement from its current and all future lenders which will protect Tenant's tenancy provided that Tenant is not in default hereunder.

ARTICLE 15: INVALIDITY OF PARTICULAR PROVISIONS

If any term of this Lease, or the application thereof, to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 16: FORCE MAJEURE

In the event that either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required by this Lease, the time for performance of any such act shall be extended for a period equivalent to the period of the delay.

ARTICLE 17: NOTICES

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and either delivered personally, or sent by (i) facsimile with copy by first class mail, or (ii) certified mail return receipt requested, postage prepaid, addressed:

if to Tenant after Commencement Date:

Tom Prestigiacomo

334 Main St.

Prattsburgh, NY 14873

if to Landlord:

Town Supervisor

Town of Big Flats

476 Maple Ave.

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Big Flats, NY 14814

or at any such other address as the party to receive such notice may from time to time indicate in writing to the other party. Notice shall be deemed to have been given, if delivered personally or by facsimile, on the date delivered, or if mailed by certified mail, on the date three (3) days after mailing.

ARTICLE 18: QUIET ENJOYMENT

Landlord covenants that if and as long as Tenant pays the Rent and all additional payments reserved by this Lease, and performs all of the covenants and conditions hereof, Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord, subject to the terms of this Lease

ARTICLE 19: SURRENDER

Section 20.01 Timely Surrender.

On the last day of the Term or any extended Term, or any earlier date of termination of this Lease, Tenant shall peaceably surrender the Premises in good order, condition and repair. All alterations, additions, improvements and fixtures made by Tenant upon the Premises shall remain upon and be surrendered with the Premises. Tenant shall remove all property of Tenant, except Tenant shall not be required to remove the Tenant Improvement, and failing to do so, Landlord may cause all of the said property to be removed at the expense of Tenant and Tenant agrees to pay all reasonably necessary costs and expenses thereby incurred. If, as the sole result of the removal of the Tenant's property, any portion of the Premises or of the building of which they are a part are damaged, the Tenant shall pay to the Landlord the reasonable cost of repairing such damages unless due to the negligence of the Landlord, its agents, servants, employees and contractors. The Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

Section 20.02 Damages to Premises.

If the Premises are so damaged by fire, other casualty, acts of God or the elements (a "Casualty") so that they cannot be restored or made suitable for Tenant's business needs within 180 days from the date of the Casualty ("Substantial Damage"), either Landlord or Tenant may terminate this Lease by written notice given to the other within 180 days after the date of the Casualty.

If this Lease is not terminated as provided above, then Landlord shall, at its sole cost and expense, restore the Premises as soon as practical to the condition existing prior to the Casualty event. The Rent shall be abated from the date of the occurrence until repairs by the Landlord are completed or until Tenant again uses the untenable portion whichever occurs first. If only a portion of the Premises is damaged then the Rent will abate proportionately.

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Section 20.03 Hold-Over.

In the event that the Tenant shall continue in occupancy of the Premises after the expiration of the Term, such occupancy shall not be deemed to extend or renew the Term of this Lease, but Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant from month-to-month upon the covenants, provisions and conditions herein contained insofar as the same are applicable to a month-to-month tenancy at 150% of the rental rate in effect during the last lease year of the Term, pro-rated and payable for the period of such occupancy.

ARTICLE 20: COMMISSIONS

Landlord and Tenant represent to each other that it has not contacted or engaged a real estate broker in connection with this Lease who is entitled to a commission on account of this Lease. If the representation in the preceding sentence is contrary to fact, the party making the misrepresentation shall indemnify, defend and save the other party harmless from any claims, loss or liability therefor.

ARTICLE 21: TRANSFERS BY LANDLORD

The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall mean the owner or owners of Landlord's interest in this Lease at the time in question and, in the event of any transfer of such interest, Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, from and after the date of transfer, of all personal liability from events which occur after the date of transfer. Any release of Landlord under this Article 21 shall become effective only at such time as the terms, covenants and conditions of this Lease bind Landlord's transferee. Landlord shall pay over to Landlord's transferee any prepayment or overpayment of Rent made by Tenant prior to assignment.

ARTICLE 22: EXTENSION OF TERM

Tenant shall have an option to extend this Lease Agreement for two (2) periods of five (5) years, provided that Tenant has fulfilled all its obligations and is not then in default under this Lease Agreement and further provided that Tenant shall have given to Landlord written notice of its intention to renew no later than one hundred eighty (180) days before the Termination Date. The renewal terms of this Lease shall be on the same terms and conditions as the original Agreement except that the annual Rent during the renewal Term shall increase by 2% per year of the annual Rent due during the last year of the Term then ending.

ARTICLE 23: ENTIRE AGREEMENT

This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, with respect to the subject

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matter hereof. This Lease may be amended only by subsequent written agreement signed by both the Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

LANDLORD:

By: _____

Name: Edward Fairbrother

Title: Town Supervisor

TENANT:

EMPIRE ACCESS CORPORATION

By: _____

Name:

Title:

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

BE IT THEREFORE RESOLVED the Town Board authorizes the Town Supervisor sign this lease agreement with Empire Access Corporation as set forth above.

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

RESOLUTION NO. 251-14
SPECIALTOWN BOARD MEETING, NOVEMBER 12, 2014 AT 4:30 P.M. SET

Resolution by: Giammichele

Seconded by: Adams

RESOLVE the Town Board sets a Special Town Board meeting for November 12, 2014 at 4:30 p.m. for the purpose of holding Public Hearings, and approving resolutions regarding:

- Preliminary 2015 Town Budget
- Elected & Appointed Officials Compensation
- Fire Protection District No. 1 Agreement

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

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RESOLUTION NO. 252-14
PUBLIC HEARING REGARDING THE 2015 PRELIMINARY BUDGET, AND FOR THE
ELECTED & APPOINTED OFFICIALS COMPENSATION APPROVED

Resolution by: Saglibene
Seconded by: Giammichele

WHEREAS the Tentative Budget has been presented to the Town Board, and

WHEREAS the Town Board has conducted a budget workshop and determined that the Preliminary Budget has been completed, and

WHEREAS for environmental 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 accepts the Preliminary Budget as presented and sets a public hearing to allow and consider comments on the Preliminary Budget for 4:30 p.m. on November 12, 2014, and

FURTHER RESOLVED the Elected & Appointed Officials salaries are proposed to be set as follows:

	<u>2015</u>	<u>2014</u>
Supervisor	\$ 32,288	\$31,500
Council (4)	\$ 7,004	\$ 7,004 each
Town Clerk/ Tax Collector	\$ 40,788	\$39,793
Town Justices (2)	\$ 20,975	\$20,463 each
Assessor	\$ 41,474	\$40,462

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

RESOLUTION NO. 253-14
PROPERTY MAINTENANCE SERVICE FEES FOR 2013 & 2014
INCLUDED ON THE 2015 TAX BILL APPROVED

Resolution by: Adams
Seconded by: Giammichele

WHEREAS the Town Board has received a list of all outstanding delinquent property maintenance services for 2013 and 2014, dated October 14, 2014, and

WHEREAS for environmental review, administration is a Type II action in accordance with SEQRA, 6NYCRR Part 617.5 (c) (20), now

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RESOLUTION NO. 253-14, PROPERTY MAINTENANCE SERVICE FEES FOR 2013 & 2014 INCLUDED ON THE 2015 TAX BILL APPROVED continued

BE IT THEREFORE RESOLVED the Town Board authorizes the 2013 & 2014 delinquent property maintenance fees to be forwarded to the Chemung County Real Property Tax Services for inclusion on the 2015 tax bills.

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

RESOLUTION NO. 254-14
PUBLIC HEARING FOR
FIRE PROTECTION DISTRICT NO. 1 SET

Resolution by: Giammichele
Seconded by: Adams

WHEREAS there is Fire Protection District No. 1 in the Town of Big Flats, and

WHEREAS the Town must enter into an agreement for the purpose of providing fire and emergency response to said District, now

BE IT THEREFORE RESOLVED the Town Board sets a public hearing November 12, 2014 at 4:32 p.m. for the purpose of allowing comments on the proposed Fire Protection District No. 1 agreement with Town & Country Fire Department.

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

RESOLUTION NO. 255-14
OCTOBER 22, 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:

September 16, 2014

Federal "Emergency Management Agency – RE: Letter of Map Revision Floodway Determination Document (Removal). *Referred to: Town Board, Code Department, Assessor, Dept. of Public Works and filed with the Town Clerk.*

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RESOLUTION NO. 255-14, OCTOBER 22, 2014 COMMUNICATION LOG APPROVED
continued

October 1, 2014

Southern Tier Central (Regional Planning & Development Board) – RE: Application for the Big Flats Water Department Improvements. *Referred to: Town Board, Water Department, Code Department, Department of Public Works, Assessor, and filed with the Town Clerk.*

October 14, 2014

NYS- ITS – Enterprise Information Security Office – RE: October is National Cyber Security Awareness Month. *Referred to: Town Board, and Town Clerk for filing.*

October 15, 2014

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

CARRIED: AYES: Giammichele, Adams, Saglibene, Fairbrother

NAYS: None ABSENT: Gillette

PROPOSED RESOLUTION NO. 256-14
SURPLUS DECLARATION APPROVED

Resolution by: Adams

Seconded by: Saglibene

WHEREAS, it has been determined that the following items should be declared as surplus,

1998 GMC Pick-up VIN # 1GTGK24R6WE544589
1999 Dodge Ram 2500 Pick-up VIN # 3B7KF26Z2XM540658
2006 Chrysler Town & Country Van VIN # 1A4GP45R46B517351
2001 International Dump VIN # 1HTGEAHR11H375460
2003 Chevrolet Blazer VIN # 1GNNDT13X93K109631
2001 Ford F-250 Pick-up VIN # 3FTNF21L71MA77858
2001 GMC Jimmy Suburban VIN # 1GKDT13W812106527
1994 JCB P/SH Backhoe VIN # USA21500CRE413316
2010 Hypac C-747B Roller VIN # 101170511617
1991 Ingersoll Rand 450P Paver Serial # 89F2380
LaRochelle Conveyor Chain 12' box (new)
Set of Sprockets / bearings for LaRochelle
Set of chain adjusters LaRochelle

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Mott Mower misc parts
Snow Plow
Pressure Washer
Parts Washer
Sewer Pumps (2)
Highway Radios (misc lot)
Wireless Mic
Toolboxes
Xerox Copycentre C128 Copier/
Scanner w/ Finisher & Stand
Savin Color C2525 Copier/
Scanner w/ Stand
Deskjet 450C Plotter
Overhead Projector
Printers (misc lot)
Fax machines (misc lot)
Laminator
Light Board
Ceiling Light fixtures
Drafting Bench/Table
Tables (2)
Desk Systems (2)
Map file Cabinet
File Cabinet – 2 drawer
Chairs, Gray (4)
Chairs - Metal Folding, Gray (lot)
Chairs - Office rolling (misc lot)
Chairs – Leather (lot)
Paper towel dispensers
Toilet paper dispensers
Message Board w/ Cabinet/Key
Bulletin Board
Punch cups (misc lot)
Outdoor Christmas Wreath (4 foot?)
Xmas trees/decorations (2 lots)
Skids of Particle Board/Shelving
Binders/Photo Album

WHEREAS for environmental purposes, the sale of surplus government equipment is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the above listed items to be sold as surplus.

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

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Supervisor Fairbrother closed the Town Board meeting at 8:02 p.m.

WATER BOARD

Supervisor Fairbrother opened the Water Board Meeting at 8:03 p.m.

RESOLUTION NO. 257-14
DELINQUENT CUSTOMERS IN WATER DISTRICTS #2, #3, & #4 INCLUSION ON THE
TAX ROLL APPROVED

Resolution by: Adams
Seconded by: Giammichele

WHEREAS the Town Board has received a list of all delinquent water customers for Water Districts #2, #3, and #4, dated October 22, 2014, and

WHEREAS said water customers have been notified that said delinquent bills must be paid by October 29, 2014, and

WHEREAS for environmental review, administration is a Type II action in accordance with SEQRA, 6NYCRR Part 617.5 (c) (20), now

BE IT THEREFORE RESOLVED the Town Board delegates authority, if necessary, to make changes to the proposed delinquent water customers list to the Principal Account Clerk for the Water Department and the Water Systems Supervisor, and

FURTHER RESOLVED the Town Board authorizes the delinquent water customers list as of October 29, 2014 for Water Districts #2, #3, and #4 be forwarded to the Chemung County Real Property Tax Services for inclusion on the 2015 tax bills.

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

RESOLUTION NO.258-14
WATER DEPT. SURPLUS DECLARATION APPROVED

Resolution by: Giammichele
Seconded by: Adams

WHEREAS, it has been determined that the following items should be declared as surplus,

Pitney Bowes Folding Machine
Electrical Enclosures
Turbidity Meters
2003 Chevrolet Silverado 2500 Pick-up VIN # 1GBHK24U63E238646
1999 GMC 1-ton Dump VIN # 1GDKC34J7XF026795, and

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RESOLUTION NO.258-14, WATER DEPT. SURPLUS DECLARATION APPROVED continued

WHEREAS for environmental purposes, the sale of surplus government equipment is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Water Board authorizes the above listed items to be sold as surplus.

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

Supervisor Fairbrother reported:

- Town is going to Surplus a truck, and hoping our new one will be here soon to replace it.
- Town Newsletter will be mailed out shortly, B.O.C.E.S is printing them in color for less than ½ the price what we did before.
- Credit Card – signed the agreement hoping to be up in the next 3 weeks.
- Comprehensive Plan Reservation – STC will be writing the resolution.
- Quote from Hunt “ Comprehensive Plan”
- Sewer – Capital Charges Meeting will be in November
- Looking at software for Agenda/Minutes/Posting
- Town & County Contract
- Shared Services – Town of Big Flats, Southport, Horseheads, Town of Elmira, We are going to hire Dave Briggs, Briggs Appraisal, out of Cortland.
- Sales Tax Revenue - September is up 23.32% for the year we are up 3.64 %
- Did not sign the Sales tax letter for RAMS,
- Senior Bus Trips – Margie Flynn, Mary Lee Fairbrother, Donna Wren, & Joyce Hawker will now organize the Bus Trip, Al and Linda Redner have retired.
- Association Of Towns Meeting in NYC February 15th-18th
- Brown shed at the Community Park – it is not in a flood way

Greg Goldthwaite, 532 Maple Street, asked what the current budget is for Fire District No. 1, and what the proposed is. Supervisor Fairbrother, replied the tentative budget is \$190,000, but has not been passed by the Town Board, and the current contract is \$180,031. They are asking for:

2015 - \$209,368

2016 - \$239,182

2017 - \$269,832

Supervisor Fairbrother made a motion to Honor Al and Linda Redner at the Historical Society Dinner October 25, 2014 for their time and service on the Senior Bus Trips.

Councilperson Adams made a motion, seconded by Councilperson Giammichele to adjourn the Water Board meeting at 8:47 P.M. All in favor, motion carried.

Date approved: _____

Linda J. Cross
Town Clerk