

**TOWN OF SULLIVAN
TOWN BOARD MEETING
MAY 18, 2022 AT 9:00 A.M.**

A regular meeting of the Town Board of the Town of Sullivan was convened at 9:00 A.M. on May 18, 2022 by Supervisor John Becker.

The meeting was held at the Town Office Building located at 7507 Lakeport Road. The meeting was also streamed live via YouTube so the link and a passcode for the public to join the meeting were posted on the Town's website.

Present were: Supervisor John Becker; Town Councilors Jeffrey Martin, David Montroy, John Brzuszkiewicz, and Daniel Gibbons; Attorney for the Town John Langey; Highway Superintendent Andy Busa; Clerk for the Highway Department Mary Cate Voss; Comptroller Beth Ellis; Receiver of Taxes Katy Vanderwerken; and Deputy Town Clerk Jill Doss.

Also present were: Bruce Burke of PAC99; Art Lelio; Fire Chief Dennis Simmons; and Michael Burgan

Pledge to the flag was led by Supervisor Becker.

APPROVAL OF MAY 4, 2022 MEETING MINUTES

A motion was duly made by Councilor Martin and seconded by Councilor Gibbons to approve the minutes of May 4, 2022. Councilor Brzuszkiewicz noted that Councilor Montroy had voted no in the discussion regarding purchase of the new pickup and trade-in for the Parks Department. With the correction so noted and with no further discussion the following vote was recorded to adopt the Town Board meeting minutes of May 4, 2022, as amended.

David Montroy	Councilor	Voted	Yes
Daniel Gibbons	Councilor	Voted	Yes
John E. Brzuszkiewicz	Councilor	Voted	Yes
Jeffrey Martin	Councilor	Voted	Yes
John M. Becker	Supervisor	Voted	Yes

STRAY CAT AGREEMENT WITH WANDERER'S REST

Supervisor Becker commented that the Board has a copy of the proposed agreement between the Town and Wanderer's Rest for handling stray cats. Councilor Martin noted that at the May 4 meeting, Dog Control Officer Kim Muehlenbein was invited to be at today's meeting for questions and discussion about the Agreement. She had agreed to come to the meeting today. The Board will table any action on the Agreement until they can speak with Dog Control Officer Kim Muehlenbein.

QUOTE FOR LAWN MOWING OF THREE CEMETERIES

Supervisor Becker reported that Eugene Stankivitz, d/b/a "The Grassmaster", of 1876 Tag Road has quoted \$50 for each time the cemetery properties are mowed at the three cemeteries by his Company. Upon the motion made by Councilor Martin, seconded by Councilor Montroy, the Town Board unanimously approved Eugene Stankivitz, d/b/a "The Grassmaster", to mow the three cemeteries (North Road in Bridgeport, New Boston Road and Smith Ridge Road in Chittenango) for a cost of \$50.00 each time they are mowed, provide proper insurance coverage to the Town and send invoices (vouchers) to the Town for payment.

FUEL TANK INSTALLATION BID AWARD

Supervisor Becker advised that one bid was received for the installation of the fuel tank at the Town Highway Garage from Lift Safe Fuel Safe Inc. in the amount of \$165,000.00. The Project is to commence on June 1, 2022 and be completed by August 31, 2022. The work for electrical and mechanical equipment that Lift Safe Fuel Safe, Inc. provides will be warranted by Lift Safe Fuel Safe, Inc. for a period of one year. Highway Superintendent Andy Busa has reviewed the bid document and recommends Lift Safe Fuel Safe, Inc. for the installation of the split aboveground fuel tank. Upon the motion made by Councilor Martin, seconded by Councilor Gibbons, the Town Board unanimously approves the bid award for installation of the split aboveground fuel tank at the Town Highway garage in the proposed amount of \$165,000.00 (not to exceed) to Lift Safe Fuel Safe, Inc.

**RESOLUTION AUTHORIZING MS-4 COMPLIANCE SERVICES
WITH BARTON & LOGUIDICE**

Supervisor Becker discussed the preparation of the MS-4 Stormwater Annual Report by Barton & Loguidice for a cost not to exceed \$7,500.00. The Board discussed. Upon the motion made by Councilor Gibbons, seconded by Councilor Brzuszkiewicz, the Town Board authorized preparation of NYSDEC MS-4 Stormwater Annual Report by Barton & Loguidice for a cost not to exceed \$7,500.00.

David Montroy	Councilor	Voted	Yes
Jeffrey Martin	Councilor	Voted	Yes
Daniel Gibbons	Councilor	Voted	Yes
John Brzuszkiewicz	Councilor	Voted	Yes
John M. Becker	Supervisor	Voted	Yes

**RESOLUTION REQUESTING THAT THE MADISON COUNTY
HIGHWAY DEPARTMENT PLACE “NO PARKING” SIGNS
ON A PORTION OF LAKEPORT ROAD (CR-3)**

Supervisor Becker advised that the Town has received a request for placement of “no parking” signs on Lakeport Road near Dad’s Ice Cream shop. It was noted that recently “no parking” signs were observed in this area. The Town did not put the signs up. Highway Superintendent Busa will check with County Highway Department to determine if they’ve placed the signs. The signs do not appear to be the right locations and are posted on both sides of Lakeport Road. In regard to the request received, the Board discussed adopting a resolution in regard to no parking signage being authorized on portions of Lakeport Road. The Town Board discussed the information available and the following action took place:

The following resolution was offered by Councilor Martin, who moved its adoption, seconded by Brzuszkiewicz, to wit:

WHEREAS, the Town Board of the Town of Sullivan and the Town of Sullivan Highway Superintendent have received complaints from property owners on Lakeport Road (County Route 3) of motor vehicles parking along the side of Lakeport Road in an area generally between the intersection of Lakeport Road/New Boston Road and 7571 Lakeport Road; and

WHEREAS, excessive parking along the side of Lakeport Road in this area has created safety hazards for motor vehicles traveling along Lakeport Road and a safety hazard and general nuisance for homeowners in this area; and

WHEREAS, said property owners and residents have requested that “No Parking” signs be installed in said area; and

WHEREAS, the Town of Sullivan Highway Superintendent recommends that “No Parking” signs be installed in said area and requests that the Town Board request that the Madison County Highway Department install the same.

NOW, THEREFORE, it is

RESOLVED that the Town Board of the Town of Sullivan, Madison County, New York, hereby formally requests that the Madison County Highway Department install “No Parking” signs along Lakeport Road to prohibit parking in the following areas: (1) on the East side of Lakeport Road between the Northern portion of 7542 Lakeport Road and the Northern portion of 7574 Lakeport Road; and (2) on the West side of Lakeport Road between the Southern portion of 7549 Lakeport Road and the Northern portion of 7571 Lakeport Road, all as more generally reflected on the map attached hereto.

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

David Montroy	Councilor	Voted	Yes
Jeffrey Martin	Councilor	Voted	Yes
Daniel Gibbons	Councilor	Voted	Yes
John Brzuszkiewicz	Councilor	Voted	Yes
John M. Becker	Supervisor	Voted	Yes

The foregoing resolution was thereupon declared duly adopted.

TOWN PARKS DEPARTMENT EMPLOYEES

Supervisor Becker advised that the following Park Staff is being recommended for the Town Parks Department beginning this spring:

Scott Bacon	Park Laborer \$15.00 per hour
Dan Schrilla	Park Laborer \$15.00 per hour

Upon the motion made by Councilor Brzuszkiewicz, seconded by Councilor Montroy, the Town Board unanimously approved the hiring of the two individuals noted above as Park Laborers beginning this spring.

BUDGET MODIFICATION

No budget modifications presented at the meeting.

FIREFIGHTER APPLICATIONS

Supervisor Becker advised there was an application from the North Chittenango Fire Company for membership for Dana Oliver from Chittenango, NY. Fire Chief Simmons commented that the application was in order. Upon the motion made by Councilor Martin, seconded by Councilor Montroy the Board unanimously approved membership in the North Chittenango Fire Company for Dana Oliver.

ANNUAL AUDIT AGREEMENT REQUEST – F.J. POMPO & CO., CPA

Supervisor Becker advised that an annual audit of the Town’s records will be required to aid the Town in applying for various grants in the future. F.J. Pompo has prepared an agreement and quote for conducting this audit in the amount of \$17,850.00. Upon the motion made by Councilor Martin and seconded by Councilor Gibbons, the Town Board

unanimously approved the audit agreement with F.J. Pompo & Co., CPA for a cost not to exceed \$17,850.00.

MADISON COUNTY BOARD OF ELECTIONS LEASE AGREEMENT
JUNE 1, 2022 THROUGH MAY 31, 2023

Supervisor Becker advised that the County Board of Elections has sent a revised lease agreement to the Town due to the Congressional and Senate maps being thrown out by the Court of Appeals, there is now an additional Primary Election on August 23, 2022. The election schedule for this lease cycle will be as follows:

Tuesday, June 21, 2022 (Villages of Cazenovia, Hamilton, and Morrisville)	11:00 a.m. - 1:00 p.m.
Tuesday, June 28, 2022 (Primary)	5:00 a.m. - 10:30 p.m.
Tuesday, August 23, 2022 (Additional Primary)	5:00 a.m. - 10:30 p.m.
Tuesday, November 8, 2022 (General)	5:00 a.m. - 10:30 p.m.

Supervisor Becker reported that he will need approval for the newly amended agreement and authorization from the Town Board to sign this amended lease agreement. Upon the motion made by Councilor Martin, seconded by Councilor Brzuszkiewicz the Town Board unanimously approves the amended lease agreement with Madison County Board of Elections and authorizes Supervisor Becker to sign the amended agreement as follows.

THIS LEASE AGREEMENT, by and between the COUNTY OF MADISON, a municipality of the State of New York, with John M. Becker as Chairman of the Madison County Board of Supervisors, with its principal offices at 138 North Court Street, Wampsville, New York, hereinafter called the "Tenant," and the Town of Sullivan, having a principal office and place of business at 7507 Lakeport Road, Chittenango, New York hereinafter called the "Landlord";

Witnesseth

WHEREAS, the Tenant is charged with designating and conducting elections within the election district for the benefit of the citizens; and

WHEREAS, by holding elections at the Building, the Landlord is providing a community service and gaining notoriety of its facility; or

WHEREAS, the Landlord receives a tax exemption, tax abatement, subsidy, grant or loan by an agency of the state or a political subdivision thereof, and is entering this Lease Agreement to satisfy the provisions of 54-104 of the Election Law;

NOW, THEREFORE, in consideration of which the undersigned hereto do mutually agree as follows:

ARTICLE 1: Premises, Term and Rent

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises hereinafter described as the courtroom of the Town Building located at 7507 Lakeport Road, (the "Building"), for the term hereinafter stated, and upon and subject to the terms and conditions and covenants hereinafter provided.

1.02 The term of the Lease for use of the Building for the primary elections shall commence at 12:01 a.m. on June 28th, 2022, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.03 The term of the Lease for use of the Building for the additional primary elections shall commence at 12:01 a.m. on August 23rd, 2022, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.04 The term of the Lease for use of the Building for general election shall commence at 12:01 a.m. on November 8th, 2022, and shall expire at 11:59 p.m. on the same day, or on such earlier date upon which said term may be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.05 The term of the Lease for use of the Building for any special election shall commence at 12:01 a.m. on the day of the special election, and shall expire at 11:59 p.m. on the same day.

Notice of the date of any special election will be provided as soon after the State informs the Board of Elections of said election as is feasible. The term of the Lease for use of the Building for any special election will be subject to the covenants and conditions of this lease or pursuant to law.

ARTICLE 2: Use

2.01 Tenant shall use and occupy the courtroom of the Building for the conduct of primary, general, and special elections and for no other purposes.

ARTICLE 3: Insurance

3.01 Tenant represents that it maintains and covenants to keep in full force and effect during the term hereof a deductible legal liability insurance policy in excess of five million (\$5,000,000) dollars.

3.02 Landlord represents that it maintains and covenants to keep in full force and effect during the term hereof a comprehensive policy of liability insurance protecting Landlord against any liability whatsoever occasioned by accident on or about the Building or any appurtenances thereto. The Landlord agrees to provide General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits one million (\$1,000,000) dollars each occurrence, two million (\$2,000,000) dollars aggregate.

3.03 When possible, the required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Cindy Urtz, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

ARTICLE 4: Landlord's Other Services

4.01 Landlord, at its expense, shall provide public elevator service, if necessary. In conjunction with the Tenant, the Landlord shall be responsible for ensuring that the Building is in compliance with the Americans with Disabilities Act and other similar governmental requirements during all terms of this Lease.

ARTICLE 5: Indemnification

5.01 Landlord agrees to defend, indemnify, and hold harmless the Tenant, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with the Building which the Tenant, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Landlord, its employees, representatives, assignees, or agents.

5.02 Tenant agrees to defend, indemnify, and hold harmless the Landlord, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both, whether incurred as a result of a claim by a third party or any other person or entity, arising in connection with use of the Building as a polling place during the terms of this Lease, which the Landlord, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of Tenant, its employees, representatives, assignees, or agents. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord shall resist and defend such action or proceeding.

ARTICLE 6: Miscellaneous

Except as otherwise provided herein,

6.01 the Tenant shall have no liability under this Lease to Landlord or to anyone else beyond funds appropriated and available for this Lease.

6.02 this Lease shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Lease, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by both parties.

6.03 the Tenant may, by written notice to the Landlord effective upon mailing, terminate this Lease in whole or in part at any time (1) for the Tenant's convenience or (2) upon the failure of the Landlord to comply with any of the terms or conditions of this Lease.

6.04 the Landlord shall ensure that adequate heating, air-conditioning, and ventilation are provided inside the Building during all terms of this Lease. The Landlord shall also ensure that adequate lighting is provided both inside and outside the Building, including all areas designated for parking within the control of the Landlord, during all terms of this Lease.

6.05 the Landlord must ensure that there is a sufficient number of tables and chairs per election district in the area of the Building established as the polling place.

6.06 the Landlord must ensure that any baked food sales or other public events scheduled to occur in the Building during all terms of this Lease are held in an area away from the polling place and all voters and in a manner that will not interfere with the conduct of the elections.

6.07 if the Landlord requires the Tenant to complete a separate use of facilities form, the Landlord must forward such form to the Board of Elections with a signed copy of this Lease at least thirty (30) days prior to the commencement of the lease term for the primary elections.

6.08 The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on June 28th, 2022, for the June Primary election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on August 23rd, 2022, for the August Primary election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Landlord must ensure that the Building is open to the public for the conduct of the general election during the hours of 6:00 A.M. until 9:00 P.M. on November 8th, 2022 or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Landlord must ensure that the Building is open to the public for the conduct of the election during the hours of 6:00 A.M. until 9:00 P.M. on the day of any special election or until the election is concluded if circumstances warrant a change in the hours of the election opening or closing. The Tenant shall be permitted to access the Building commencing at 5:30 A.M. and to remain in the Building until the election process is complete for each election.

6.09 the Landlord must allow the Tenant access to the Building to setup and inspect voting machines during any mutually agreeable hours, however permission cannot be unreasonably withheld by the Landlord.

6.10 it is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Lease, which alone fully and completely expresses their agreements and that the same is entered into after full investigation. Neither party is relying upon any statement nor representation made by the other that is not embodied in this Lease.

WHITELAW/GEE ROAD WATER DISTRICT PETITION UPDATE

Art Lelio, resident reported to the Town Board that he is continuing to collect signatures on the petitions for the Whitelaw/Gee Road proposed water district. He estimated he has collected approximately 69% of assessed property value with the signatures collected to date. Attorney for the Town Langey reported he will turn these signatures over to the Town Assessor for validation before proceeding to the next step in the process. Art Lelio commented he will continue to collect signatures.

MICHAEL BURGAN –PIERCE ROAD

Michael Burgan, resident of Pierce Road, appeared at the Board meeting this evening to discuss a concern he and other residents of Pierce Road in Bridgeport have. Pierce Road is 16 feet in width and recently residents who operate a Bed & Breakfast on Pierce Road are causing traffic flow issues. Apparently, the individuals renting at the B&B are parking on both sides of the road which blocks the narrow road and are having loud parties almost every weekend recently. His concern is that an emergency vehicle could not get down to the camps and homes as the cars are blocking the road. Highway Superintendent Busa commented that he has had issues getting a snowplow down this road as it is very narrow. The Board asked if there was parking available on the B&B parcel. Mr. Burgan stated there is a parking area in the rear of the building but it is filled with licensed campers, snow mobiles and trailers. There is a lot of clutter in other areas of the property that prevents individuals from parking on the property. Mr. Burgan has a sister that lives past

this property and is concerned for her safety should there be a problem or a fire; emergency vehicles could not get to that part of the street. Highway Superintendent Busa commented that he has met with Mr. Burgan and his sister and they had questions which he couldn't answer, so he suggested Mr. Burgan come to the Town Board to advise them of the situation. Highway Superintendent Busa asked if he had the authority to have vehicle(s) towed if they were blocking the road. Highway Superintendent Busa has also spoken with Building Inspector Larry Ball about possible enforcement. The Board stated Highway Superintendent Busa would have the authority to call a tow truck and have vehicle(s) moved. The Town Board suggested that a letter be sent to the B&B owner and advise them of the situation and discuss possible solutions to the issue. The Board also discussed installing "no parking" signage or perhaps widening the road and investigate a blanket resolution dealing with various issues relating to narrow roads. After a lengthy discussion, Councilor Montroy suggested that letters be sent to all residents of this section of Pierce Road (approximately 12 parcels) and invite them to a meeting to discuss the situation. It was suggested that the meeting be held at Pierce Road. Highway Superintendent Busa stated that should an issue arise in regard to vehicles blocking the road that Michael Burgan give him a call.

RESIDENT QUESTION

Art Lelio expressed his concern for the Clark Road and Whitelaw Road area and the poor broadband service in the area. Supervisor Becker advised that rural broadband is being worked on at the County level.

FLOOD MITIGATION INITIATIVE FOR CHITTENANGO CREEK FOR ONONDAGA COUNTY AND MADISON COUNTY

Supervisor Becker advised that the Town has received the printed Flood Mitigation report prepared by Ramboll Engineering Group for the NYSDEC Office of General Services. Supervisor Becker commented that individuals should read this report to understand what is being proposed. Some of the proposed items contained in the report are: raising the Route 31 bridge and removing some pillars, raising the Tuscarora Road bridge, building flood benches, and \$250M in improvements to Chittenango Creek between Cazenovia Lake and Oneida Lake. It appears that what is driving these suggested changes is the installation of solar panels on 1,700 acres of land rather than flood prevention along Chittenango Creek. Residents need to be aware of what is contained in the report. There are many issues with this report and the Village of Chittenango and Town of Sullivan were not included in a Zoom meeting back in the Fall when data was being prepared for the report. Chittenango Mayor Bough Martin advised that there are issues with the Canal crossing; the DEC and Thruway Authority will not give each other any authority to clean the Canal crossing area. Supervisor Becker advised that a joint letter from the Town of Sullivan and Village of Chittenango will be prepared and sent to the NYSDEC to express the issues of concern contained in this report as they relate to the Town of Sullivan and the Village of Chittenango. Neither the Village or Town were given the ability for input on the recommendations. Supervisor Becker also pointed out that as part of the report it is being suggested to remove \$173M in real estate off of the tax rolls in our area. Supervisor Becker will share the notes he took from this meeting along with the Report with Highway Superintendent Busa. He urged individuals to take time to read this lengthy report. There is a great deal at stake for our area.

NYS CLIMATE ACTION COUNCIL SCOPING PLAN

Supervisor Becker advised that the Town has received the printed NYS Climate Action Council Scoping Plan. Individuals need to read this report. The document has been approved by the Senate and Assembly and the Governor is in favor of it. This document will change rural life in Upstate New York at our expense and will benefit New York City. A comment has been made that the document is "inaccurate and crazy". Supervisor

Becker highlighted some of the proposals contained in the document. A great deal of material contained is about reducing the carbon footprint. Attorney for the Town Langey advised that there is currently a lawsuit pending and is on appeal at this time. Supervisor Becker reported that the comment period deadline is June 10, 2022. The document contains information about a mileage tax, landfills and sewer treatment plants as well as many issues related to reducing carbon emissions. The Supervisor strongly urged residents to read at least the overview of the Plan and submit their comments by June 10 to the Climate Action Council. Folks are sounding the alarm about the contents of this Plan. There needs to be a common-sense approach taken. The Supervisor commented that he recently received a request for a 480-acre solar farm at the Devine farm property located in the Towns of Sullivan and Lenox. This will impact the soil and water in our area. Do we want to blanket our area with solar panels that will damage the soil and water? The Supervisor noted that the County has put together a letter asking for an extension for the public comment period to be extended to December 31, 2022 for comments.

**REQUEST FOR PURCHASE – NORTH CHITTENANGO FIRE DEPARTMENT
AMKUS RESCUE SYSTEM MODEL iS320 AND BATTERY KIT MODEL BATT9**

Fire Chief Dennis Simmons spoke to the Town Board in regard to North Chittenango Fire Department requesting authorization for purchase from their budget for an Amkus Rescue System Model iS320 and Battery Kit Model BATT9 for a cost of \$13,880.00. Attorney for the Town Langey commented that quotes from three vendors would be needed based on the Town's purchasing policy. Fire Chief Simmons commented that the vendor they are purchasing from would be a sole source vendor. He also commented that this equipment would also use the same battery as their current equipment. This unit is not on the State Purchasing site. Attorney for the Town Langey requested that Fire Chief Simmons double check to ensure that the vendor is the sole source vendor and provide that documentation to the Secretary to the Supervisor Dawn Cottet before the next Town Board meeting.

EXECUTIVE SESSION

Upon the motion made by Councilor Gibbons, seconded by Councilor Martin, the Board unanimously approved entering into Executive Session for advice of Counsel at 9:50 A.M.

A motion was made by Councilor Brzuszkiewicz, seconded by Councilor Gibbons and unanimously approved by the Board to come out of Executive Session at 10:30 A.M. No action was taken.

ADJOURNMENT

With no further business and upon a motion made by Councilor Montroy, seconded by Councilor Brzuszkiewicz and unanimously passed by the Board, the meeting was adjourned at 10:31 A.M.

Respectfully submitted,

Jill A. Doss
Deputy Town Clerk