

**TOWN BOARD
TOWN OF SULLIVAN
REGULAR MEETING
AUGUST 1, 2018
7:00 P.M.**

A regular meeting of the Town Board of the Town of Sullivan was convened at the Town Office Building by Supervisor John M. Becker at 7:00 P.M.

Those in attendance for the meeting were: Supervisor John M. Becker; Councilors: John Brzuszkiewicz, Kerry Ranger and Jeffrey Martin; Attorney for the Town John R. Langey; Comptroller Beth Ellis; Highway Superintendent Andrew Busa; and Deputy Town Clerk Amy Bettinger.

Absent: Town Clerk Charlotte A. Ferstler.

Also in attendance: Kyle Coon, Assistant Comptroller; and members of the public.

Pledge to the flag was led by Supervisor Becker.

APPROVAL OF MINUTES OF MEETING

A motion was duly made by Councilor Martin, seconded by Councilor Brzuszkiewicz and unanimously passed by the Board to approve the minutes of the Town Board meeting of July 18, 2018.

PUBLIC HEARING - LOCAL LAW E-2018

A motion was duly made by Councilor Kopp, seconded by Councilor Martin and unanimously passed by the Board to open the Public Hearing on proposed Local Law E-2018 at 7:01 P.M. No one spoke for or against proposed Local Law E -2018. A motion was duly made by Councilor Martin, seconded by Councilor Brzuszkiewicz and unanimously passed by the Board to close the Public Hearing at 7:03 P.M. The Board will vote on this Law at the September 5, 2018 Town Board meeting to allow the Madison County Planning Department to comment on the proposed Law.

AUTHORIZING ADVERTISEMENT FOR PROPANE BIDS

A motion was duly made by Councilor Brzuszkiewicz, seconded by Councilor Martin and unanimously passed by the Board to authorize Highway Superintendent Busa to advertise for bids for propane at the Highway Department.

ASH LANE PROPERTY

Supervisor Becker updated the Board regarding a request from a resident interested in purchasing a vacant parcel on Ash Lane with a request to connect into the sewer system.

OAK LANE

Supervisor Becker stated that he has received signatures from Oak Lane Residents requesting that the Town to take over the road. Attorney Langey stated that if the Board was interested in taking over the road to advise him and he would prepare the paperwork.

7376 WHEELER ROAD UNSAFE STRUCTURE

A motion was duly made by Councilor Kopp, seconded by Councilor Martin and unanimously passed by the Board to accept the lowest quote (submitted by Seymour Excavating) for the removal of the unsafe structure located at 7376 Wheeler Road. The Board will take the appropriate actions.

BOARD OF ELECTIONS LEASE AGREEMENT

A motion was duly made by Councilor Brzuszkiewicz, seconded by Councilor Kopp and unanimously passed by the Board authorizing Supervisor Becker to sign the Madison County Board of Elections Lease Agreement.

Su-4/11

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 Rd, 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 §4-104 of the Election Law;

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

ARTICLE 1: Premises and Term

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 election shall commence at 12:01 a.m. on September 13th, 2018, 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 general election shall commence at 12:01 a.m. on November 6th, 2018, 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 any special election shall commence at 12:01 a.m. on 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 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 September 13th, 2018, for the primary election, and on November 6th, 2018, for the general 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 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.

**AUTHORIZATION FOR OCWA TO INSTALL ONE (1) FIRE HYDRANT
IN THE NORTH SULLIVAN WATER DISTRICT**

A motion was made by Councilor Martin, seconded by Councilor Brzuszkiewicz and unanimously passed by the Board tabling the installation of one (1) fire hydrant in the North Sullivan Water District.

PARKS AND RECREATION CONFERENCE

Parks and Recreation Director Peter Bardou asked the Board for approval to attend the National Recreation Parks Association Conference in Indianapolis, on September 25, 2018 through September 27, 2018. Councilor Brzuszkiewicz duly made a motion, seconded by Councilor Martin and unanimously passed by the Board authorizing Director Bardou's attendance at the Conference.

BOND FOR TENNIS COURTS

A motion was duly made by Councilor Martin, seconded by Councilor Kopp and unanimously passed by the Board asking Comptroller Ellis to review the performance bond materials for the tennis courts at Sullivan Park and add it to the contract.

LETTER FROM DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Supervisor Becker stated that Highway Superintendent Busa received a letter from the NYSDEC requesting to examine and inspect the old Town Landfill.

TOWN EQUALIZATION RATE

Supervisor Becker read aloud a few equalization rates of various Towns in Madison County and stated that the Town of Sullivan's equalization rate is at 98 percent. Supervisor Becker complimented Assessor Pifer and stated that she does a great job with keeping up on the rate.

OTHER MATTERS BROUGHT BEFORE THE BOARD

- 1.) Councilor Ranger stated that the Paddle Fest will be held on Saturday, August 11, 2018 at Stone's Marina in Bridgeport from 11:00 A.M. to 4:00 P.M.
- 2.) A resident of Yellow Rose Trailer Park, inquired if there was anything that could be done with a dog running at large on her property.

- 3.) Councilor Ranger reported that he attended the "Make a Wish" event on July 20, 2018 at "The Wild" Animal Park. Councilor Ranger stated that he wanted to say thank you to the Wild Animal Park, North Chittenango Fire Department and the Parks and Recreation department for helping out with this event.

EXECUTIVE SESSION

A motion was duly made by Councilor Brzuszkiewicz, seconded by Councilor Ranger and unanimously passed by the Board to go into executive session for advice of Counsel and to discuss the employment history of a particular person at 7:42 P.M.

A motion was duly made by Councilor Ranger, seconded by Councilor Brzuszkiewicz and unanimously passed by the Board to close the executive session at 9:30 P.M.

ADJOURNMENT

A motion was duly made by Councilor Martin, seconded by Councilor Brzuszkiewicz and unanimously passed by the Board to adjourn the meeting at 9:31 P.M.

Respectfully Submitted,

Amy Bettinger, Deputy Town Clerk