**MINUTES OF THE MEETING OF THE TOWN BOARD**

TOWN OF SANDY CREEK
1992 HARWOOD DRIVE, PO BOX 52

SANDY CREEK, NEW YORK 13145-0052

**Date:** October 28, 2020

**Kind of Meeting:** Special Meeting

**Place:** Sandy Creek Town Hall

**Town Board Members Present:** Nancy Ridgeway **Others Present:**

 Ruth E. Scheppard Michael C. Kastler

 Dave Warner Jill Mattison

 John W. Wood, J Brittany M. Washburn

 Nola J. Gove Tammy L. Miller

**CALL TO ORDER:**

Town Supervisor Nancy Ridgeway called the meeting to order at 7:00 pm. This special meeting was scheduled to continue discussion of the 2021 budget.

**RESOLUTION 118-20**

On motion by Ruth E. Scheppard, seconded by John Wood, the following resolution was

ADOPTED - 5 Ayes Ridgeway, Scheppard, Warner, Wood, Gove

 0 No

**Resolved** that the Town Board of the Town of Sandy Creek accepts the **Cooperative Service Agreement**

with Sandy Creek Central School District as follows:

**THIS AGREEMENT** made this 22nd  day of October, 2020 by and between the Town of Sandy Creek ( the “Town”), with its principal offices in Sandy Creek, New York and the Sandy Creek Central School District (the “School”), a public school district organized and existing under the Education Law of the State of New York with its principal offices in Sandy Creek, New York entered into pursuant to General Municipal Law 119-0 concerning the sharing of the Town Salt Shed Facilities of the Town Highway Department of the Town of Sandy Creek.

**WHEREAS**, each party has reviewed its cost and expenses incurred or expected to be incurred as a result of this shared arrangement, and each has determined its costs to be minimis and essentially equal to the benefit each party is receiving from the other.

**NOW, THEREFORE**, it is mutually agreed:

1. The Town of Sandy Creek grants permission to the Sandy Creek Central School District to use the salt shed facilities located at the Sandy Creek Highway Barn, for the purpose of getting road salt for the schools parking lots.
2. The Town grants permission to the School to use the salt shed as needed, as mutually determined by the parties.
3. The School will provide its own loader to load the salt each time unless in an emergency situation.
4. The School will indemnify and hold the Town harmless against any claim for damage which is made against the Town by reason of any act by the School in the use of said property and hold the Town harmless for any expense in connection therewith and will cause the Town to be named as insured under the School’s general liability policy. The School will provide the Town with evidence of such coverage showing that the Town has been added as insured to the policy.
5. The Town will indemnify and hold the School harmless against any claim for damage which is made against the School by reason of any act by the Town in the use of said property and hold the School harmless for any expense in connection therewith and will cause the School to be named as insured under the Town’s general liability policy. The Town will provide the School with evidence of such coverage showing that the School has been added as insured to the policy.
6. The Town shall bill the School annually for the costs incurred for the use of salt at the salt shed, payable within the School Districts next warrant schedule.
7. This Agreement may be terminated by either party at any time. In the event no termination notice is received, such Agreement shall continue on an annual basis.

Termination: Either party may terminate this agreement by giving the other party 30 calendar days notice, in writing, of its desire to terminate this agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed on the date and year written above and shall expire on May 22nd, 2023, unless sooner terminated.

**RESOLUTION 119-20**

On motion by Ruth E. Scheppard, seconded by Dave Warner, the following resolution was

ADOPTED - 5 Ayes Ridgeway, Scheppard, Warner, Wood, Gove

 0 No

**Resolved** that the Town Board of the Town of Sandy Creek approves the EDU recommendations from the Water Advisory Committee as follows:

**Tax ID EDU Property Location Property Owner**

027.00-03-02.2 0.50 3311 Co Rt 15 Fox

017.16-01-14 2.00 102 Cove Rd Novicki

027.12-01-03 1.00 12 Kiblin Shores Cir Lapham

027.00-04-05.02 0.50 Co Rt 15 Kerr

027.00-04-05.03 1.00 3085-87 Co Rt 15 Boyd

027.00-04-05.04 0.10 Co Rt 15 Strablo

028.00-01-12.14 0.10 Co Rt 15 Narish

028.00-01-12.16 0.10 Co Rt 15 Domick

028.00-01-12.22 0.10 Co Rt 15 Caufield/Thomas

028.00-01-12.18 0.10 Co Rt 15 Caufield

028.00-01-12.19 0.10 Co Rt 15 Warner

028.00-01-12.2 0.10 Co Rt 15 Narish

**RESOLUTION 120-20**

On motion by Ruth E. Scheppard, seconded by Nola J. Gove, the following resolution was

ADOPTED - 5 Ayes Ridgeway, Scheppard, Warner, Wood, Gove

 0 No

**Resolved** that the Town Board of the Town of Sandy Creek sets the seasonal highway department employees hourly rate up to $15.00.

**RESOLUTION 121-20**

On motion by Nola J. Gove, seconded by Dave Warner, the following resolution was

ADOPTED - 5 Ayes Ridgeway, Scheppard, Warner, Wood, Gove

 0 No

**Resolved** that the Town Board of the Town of Sandy Creek agrees to de-ascension desk #2013.45 in the history center and deem it of no value so it may be disposed of.

Budget Officer Jill Mattison gave the Town Board a sheet showing the proposed tax rates based on the preliminary budget for 2021. This was discussed. The DB budget was discussed. How grant funding affects cash flow and cash in the bank was also discussed.

**RESOLUTION 122-20**

On motion by Nancy Ridgeway, seconded by Dave Warner, the following resolution was

ADOPTED - 5 Ayes Ridgeway, Scheppard, Warner, Wood, Gove

 0 No

**Resolved** that the Town Board of the Town of Sandy Creek will split bills for water districts #1 and #3 at 64% for Water District #1 and 36% for Water District #3.

The attorney for the Coastal Erosion Hazard Area residents still has not talked to anyone at Barton & Loguidice regarding the variance request. The budgets for the three water districts were discussed. The rate for the fire protection contracts has decreased slightly as the total assessed value of the Town has increased. The CEHA situation was further discussed.

**On motion** by Nola J. Gove, seconded by Ruth E. Scheppard, and carried unanimously, the meeting was adjourned at 8:17 pm.

Respectfully submitted,

Tammy L. Miller, RMC

Town Clerk