

Town of Tully  
April 12, 2017

REGULAR TOWN BOARD MEETING  
TOWN OF TULLY  
TOWN HALL  
5833 MEETING HOUSE RD TULLY NY

Members Present: Supervisor William A. Lund, Jr.  
Councilor John Snavlin  
Councilor John Masters  
Councilor Frank Speziale

Absent: Councilor Christopher Chapman  
Town Attorney Steven Primo

Others present: Financial Officer Thomas Chartrand, Highway Superintendent John Herold, Parks & Rec Director Ryan Dando, Fire Commissioner Anthony Battle, Ambulance Captain Bryan Ramsay, The Tully News editor Ben Bibik, John McMahon

7:30pm Supervisor Lund called meeting to order and led in Pledge of Allegiance.  
(In the absence of the town clerk, the minutes were taken by the town supervisor.)

**MOTION TO ACCEPT THE MINUTES OF THE MARCH 8th MEETING AS WRITTEN.** Motion by Councilor Masters. Second by Councilor Snavlin. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 naves.

**MOTION TO ACCEPT THE VOUCHERS.** Motion by Councilor Speziale. Second by Councilor Masters. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 naves.

**Financial Report**

Mr. Chartrand reviewed the Monthly Statement of Supervisor for March after which came the following motion:

**RESOLUTION 16-17**

**MOTION TO ACCEPT THE FINANCIAL REPORT FOR MARCH 2017.** Motion by Councilor Snavlin. Second by Councilor Masters. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 naves.

Tom also reviewed a transfer sheet which is as follows:

TOWN OF TULLY

April 12, 2017

To: Town Board

From: Tom Chartrand

Re: Budget Transfers

General	Townwide		Amount
From:			
A1990.4	Contingent	Contractual	3000.00
			_____
		Total	\$3,000.00
			=====

To:			
A1991.4	Workshops	Contractual	3,000.00
			_____
		Total	\$3,000.00
			=====

**Town of Tully**  
**April 12, 2017**

**RESOLUTION 17-17**

**MOTION TO ACCEPT THE AFOREMENTIONED TRANSFERS.** Motion by Councilor Masters.  
Second by Councilor Snavlin. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 nays.

**RESOLUTION 18-17**

**MOTION THAT THE BOARD HAS SUFFICIENTLY AUDITED THE TOWN CLERK'S RECORDS FOR THE YEAR 2016 AND VERIFIED THAT ALL MONIES COLLECTED HAVE BEEN TURNED OVER TO THE PROPER TOWN OFFICIALS.** Motion by Councilor Masters. Second by Councilor Speziale. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 nays.

**Parks and Recreation**

Ryan Dando gave a brief report including a reminder that June 10<sup>th</sup> is the Moo Run.

**Highway**

John Herold reviewed highway activities and reminded everyone that Earth Day is being celebrated on April 21<sup>st</sup> and 22<sup>nd</sup>.

**Ambulance**

Captain Bryan Ramsay reported on EMS calls for March which were a total of 27.

**Fire**

Nothing to report this evening.

**Floor**

John McMahon asked about Tully Cleanup Day and Earth Day. Brief discussion followed.

There was also some discussion regarding a resolution compelling the New York State Assembly and the Governor to pass the Cancer Presumptive Bill. The complete text is included here.

**RESOLUTION 19-17**

***Memorializing Resolution: The Town of Tully***

**This Memorializing Resolution compelling the New York State Assembly and the Governor to pass the Cancer Presumptive Bill that would extend the already existing Volunteer Firefighters' Benefit Law to cover all instances of melanoma, as well as cancers of the digestive, hematological, lymphatic, urinary, prostate, neurological, breast and reproductive systems is as follows:**

**Assembly Bill: A711**

**WHEREAS**, it is firmly established in the occupational medicine literature that firefighters are exposed to many known and suspected carcinogens every time they respond to a fire scene; and numerous studies have measured levels of chemical carcinogens at structural and vehicle fires and from the personal protective clothing of firefighters at concentrations that are considered hazardous and well in excess of permissible workplace levels; these carcinogens include polycyclic aromatic hydrocarbons (PAHs) in soot and tars, benzene, formaldehyde, 1,4-butadiene, arsenic, polychlorinated biphenyls (PCBs), dioxins, asbestos, and diesel engine exhaust, and . . .

**WHEREAS**, the uncontrolled environmental conditions that occur during the knockdown and overhaul phases at fire scenes guarantee that firefighters are routinely exposed to these toxic chemicals; and so it is not surprising that studies of cancer in career firefighters find significant associations between firefighting and certain forms of cancer, the evidence being strongest for increased risk of brain, digestive tract (colorectal, stomach), genitourinary tract (bladder, kidney, testicles, prostate), lympho-hematopoietic (leukemia, Non-Hodgkin's lymphoma, multiple myeloma), skin (melanoma) and lung cancers among volunteer firefighters; and the current presumptive cancer bills covering career firefighters were built on the results of these studies; so why don't we have the same coverage for our volunteers? And . . .

**WHEREAS**, there are 110,000 reasons why our volunteer firefighters should have presumptive cancer coverage; and presumptive cancer legislation is the top legislative agenda for New York's volunteer firefighters; and the volunteer fire service of the Town of Tully urges our county/town/village legislators to support this bill; and, since volunteer firefighters did not volunteer to get cancer . . .

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Tully calls upon Governor Andrew Cuomo and the New York State Assembly to pass the Cancer Presumptive Bill for volunteer firefighters so that volunteers can be protected from the dangers they face with cancer each and every day.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**RESOLUTION 20-17**

**MOTION THAT THE BOARD HAS AUTHORIZED THE TOWN SUPERVISOR TO SIGN ON BEHALF OF THE TOWN OF TULLY THE MEMORIALIZING RESOLUTION URGING PASSAGE OF THE CANCER PRESUMPTIVE BILL AND TO FORWARD A COPY TO ASSEMBLYMAN AL STIRPE'S OFFICE.** Motion by Councilor Snavlin. Second by Councilor Masters. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 nays.

**Legal**

In the absence of Mr. Primo, Supervisor Lund discussed the intermunicipal agreement between the Town of Tully and the B.O.C.E.S. print shop which would save the town money on the printing of the Tully newsletter.

The intermunicipal agreement is included in its entirety at the end of these minutes.

**MOTION TO ADJOURN THE MEETING AT 8:10PM.** Motion by Councilor Speziale. Second by Councilor Snavlin. Motion carried 4 ayes (Lund, Masters, Snavlin, Speziale) 0 nays.

**INTERMUNICIPAL AGREEMENT FOR THE PROVIDING OF PRINT SERVICES**

**THIS AGREEMENT** made this 27<sup>th</sup> day of April, 2017, by and between the **Board of Cooperative Educational Services for the Sole Supervisory District of Onondaga, Cortland and Madison Counties**, a municipal corporation with its principal address at 110 Elwood Davis Road, Liverpool NY 13088 (hereinafter referred to as the "BOCES"); and the **Town of Tully**, a municipal corporation with its principal address at 5833 Meetinghouse Road, Tully NY 13159 (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, the **Board of Cooperative Educational Services for the Sole Supervisory District of Onondaga, Cortland and Madison Counties** provides print services through the Regional Information Center (hereinafter referred to as the "RIC") and the **Town** has a need for print services; and

**WHEREAS**, both parties are interested in reaching an agreement whereby the Town will receive print services set forth in "Schedule A" provided by the BOCES RIC; and

**WHEREAS**, the BOCES and the Town are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide individually; and

**WHEREAS**, the BOCES and the Town have reached agreement as to the terms and conditions of such intermunicipal contract and are desirous of memorializing their understandings, expectations, and representations as to their agreement; and

**WHEREAS**, the respective governing boards of the BOCES and the Town have, by a majority vote, approved the actions set forth in this agreement; and

**WHEREAS**, the respective governing boards of the BOCES and the Town have determined that it is in the best interests of each of their respective municipal corporations to enter into this intermunicipal cooperative agreement; and

**WHEREAS**, a majority of the governing boards of the BOCES and the Town have, by separate resolution of each entity approved the execution of this agreement.

**NOW, THEREFORE**, in consideration of the promises and the covenants hereinafter set forth, the **BOCES for the Sole Supervisory District of Onondaga, Cortland and Madison Counties** and the **Town** agree as follows:

**ARTICLE I  
SERVICES TO BE PROVIDED AND PAYMENTS**

1.1 The BOCES agrees to permit the print services of its RIC, outlined in Schedule "A" to be rendered to the Town for the period of April 27<sup>th</sup>, 2017 through April 26<sup>th</sup>, 2018.

**ARTICLE II  
INDEMNITY AND INSURANCE**

2.1 The BOCES and the Town agree that each will perform their respective performance/delivery and transmission/payment duties and/or otherwise exercise their rights under this agreement timely, in the case of BOCES in a good and workmanlike manner and so as to not create an unreasonable risk of liability or damage to the other or third parties. The parties shall each (an "Indemnitor") defend, indemnify and hold harmless the other from any and all claims, damages, liabilities or expenses arising out of and to the extent caused by the negligent or other wrongful act or omission of such Indemnitor parties, their agents, or employees. The parties shall not be liable for any damage or loss to personal property, inventory, fixtures or improvements of the other or any third party from any cause not the negligent or other wrongful act or omission of BOCES or the Town, and then only to the extent not covered by the general, premises and motor vehicle liability insurance held by the Town or BOCES which coverages shall be unaffected by this agreement.

2.2 The Town acknowledges it retains normal and usual general, premises and automobile liability insurance liability coverage naming OCM BOCES as an additional insured and providing copies of the policy evidencing such coverage with specifically such coverages and limits as are reasonable for a municipal corporation of its size and financial circumstance. Town acknowledges it is the responsible party relative to ownership of and any issues arising from the data sent for print to the RIC BOCES and responsible for the notification and costs associated with any breach response that may be required.

2.3 The BOCES and the Town agree to notify each other, as soon as practicable, if any claim, assessment, or lawsuit shall be instituted against any of the parties to this agreement regarding the conduct, actions, or omissions of the RIC in its providing of print services to the Town and in no event later than ten (10) days of receipt of such information. Each party agrees to notify, as soon as practicable, the other party to this agreement of any event or state of facts that may reasonably result in a claim for or create liability or claims being assessed against either party to this agreement regarding the print services to be rendered hereunder and in no event later than ten (10) days of receipt of such information.

**ARTICLE III  
COOPERATION**

3.1 The BOCES and the Town agree that each entity will cooperate with each other and comply with reasonable deadlines and delivery times relating to the providing of the print services. Each will act reasonably and in good faith in accomplishing the intent and purposes of this agreement.

**ARTICLE IV  
TERM**

4.1 The term of this agreement shall be from **April 27<sup>th</sup>, 2017** through **April 26<sup>th</sup>, 2018**.

4.2 Either party may terminate this agreement upon the adoption of a resolution by the governing board and the giving of written notice to the other party at least Thirty (30) days in advance of the effective date of termination.

4.3 Upon the termination or expiration of the agreement, neither party shall have any further or continuing obligations or responsibilities to the other party, except as provided by law or agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year above written.

**BOARD OF COOPERATIVE  
SERVICES FOR THE SOLE  
SUPERVISORY DISTRICT  
OF ONONDAGA, CORTLAND AND  
MADISON COUNTIES**

**Town of Tully, NY**

---

---

---

(Authorized Signatory/Title) (Date)

---

(Authorized Signatory/Title) (Date)

### **Schedule A (Description of Services)**

#### **1.1. Service Scope**

The following Services are covered by this Agreement;

- Printing

#### **1.2. Customer Requirements**

**Customer** responsibilities and/or requirements in support of this Agreement include:

- Payment for all printing costs as billed.
- Documents for printing shall be sent to Service provider in pdf or similar format with all graphics and print formatted as desired by Customer.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Designation of delivery location.

#### **1.3. Service Provider Requirements**

**Service Provider** responsibilities and/or requirements in support of this Agreement include:

- Price quoting each print job for Customer when file received, and billing upon completion in a timely manner.
- Meeting response times associated with routine printing which shall be five business days from customer approval of pdf file.
- Delivering all print copies to mutually agreed upon location.
- Appropriate notification to Customer for all scheduled pickups or deliveries

#### **1.4. Service Assumptions**

Assumptions related to services and/or components include:

- Changes to services will be communicated and documented to Town or Service Provider 30 days prior to the effective date, except where resulting from an emergency or force majeure event (e.g. storm, power outage, flood damage preventing timely print services)
- No formatting issues with specimen newsletter
- Reprints due to customer errors or changes to the document after it has been printed are billable.