

June 12, 2018

Regular meeting of the Town Board of the Town of Sparta was held May 8, 2018 at 7:00 PM.

Members present: Supervisor Mark Schuster, Deputy Supervisor Glenn Kreiley, Council Deb Halpenny, Mark Caldwell and Bill Smith.

Minutes of the previous meeting were read. A motion was made Deb Halpenny and seconded by Bill Smith to accept the minutes as read. All voted yes. Carried.

Assessor Holley Smalt reviewed her report.

Code Enforcement Officer Chuck Cagle reviewed his report.

A motion was made by Glenn Kreiley and seconded by Deb Halpenny to sign the following Intermunicipal Agreement with Livingston County:

WHEREAS, the Town has numerous fiscal demands that could benefit from the assistance of grant funding, and

WHEREAS, said Town lacks the resources necessary to research grant opportunities and white grant proposals, and

WHEREAS, the County presently employs a full time Grants & Public Information Coordinator, and

WHEREAS, the Town is desirous of contracting with the County for the purpose of obtaining services from the County Grants & Public Information Coordinator,

NOW, THEREFORE, IT IS HEREBY AGREED, by the County of Livingston and the Town of Sparta as follows:

1. Scope of Services-The County hereby agrees to provide the Town with professional assistance and guidance in researching, writing, submitting and administering grants. The County shall maintain sole authority over the management of the grant writing program, including, but not limited to, personnel and contractual services provide. The program offered shall be submit to the normal, customary County budget appropriations, as well as the various rules and regulations enacted by the County related to the process and procedure of the program.
2. Payment for Services-The County agrees to pay for the aforementioned services provided under this contract during the term of this contract without chargeback or cost to the Town. Officials of the Town will work directly with the County's Grant and Public Information Coordinator with regard to the scheduling and performance of all work under this contact.
3. Insurance, Maintenance, Security-Both the County and the Town do hereby agree to obtain and thereafter continue to keep in full force and effect its general liability insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein.
4. Indemnification
  - a. The County does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town against claim for any loss, injury, death and/or damage and against any claim for compensation for which the County hereto may or shall be liable due to any fault or negligence on the part of the County or its employees in the performance of this contract.
  - b. The Town does hereby covenant and agree to indemnify and keep indemnified and save harmless the County against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town hereto may or shall be liable due to any fault or negligence on the part of the Town or its employees in the performance and completion of this contract.
5. Authority for Execution on Behalf of the Town-The Town Supervisor has executed this agreement pursuant to a Resolution adopted by the Sparta Town Board, as a meeting thereof held on June 12, 2018.
6. Authority for Execution on Behalf of the County-The Chairman of the Board of Supervisors has executed this agreement pursuant to a Resolution adopted by the Board of Supervisors of the County of Livingston, at a meeting thereof held on May 23, 2018.

7. Notices-Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designed in writing by either party hereto:

To the County of Livingston: Ian M. Coyle, County Administrator  
6 Court Street  
Geneseo, New York 14454

To Town of Sparta: Mark J. Schuster, Town Supervisor  
8374 Sparta Center Road  
Dansville, New York 14437

8. Waiver. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
9. Modification-This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
10. Term-This agreement shall commence on January 1, 2018, with an initial term of one (1) year. The agreement shall automatically renew annually for additional one (1) year terms unless notice of termination is provided by the terminating party at least sixty (60) days prior to the end of the initial term or any renewal term.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

All voted yes. Carried.

Highway Superintendent Kevin Robinson reviewed his report.

General bills 69-80 were audited and approved for a total amount of \$8,124.43.  
Highway bills 83-99 were audited and approved for a total amount of \$32,971.25.

A motion was made by Glenn Kreiley and seconded by Deb Halpenny to amend the meeting agenda. All voted yes. Carried.

A motion was made by Deb Halepenny and seconded by Mark Caldwell to move into Executive Session for the purpose of discussing proposed, pending or current litigation. All voted yes. Carried

A motion was made by Bill Smith and seconded by Glenn Kreiley to move out of Executive Session. All voted yes. Carried. No action taken.

A motion was made by Deb Halpenny and seconded by Bill Smith to adjourn the meeting. All voted yes. Carried.

Next regular meeting will be held July 10, 2018 at 7:00 PM.

TOWN CLERK  
Sheila Duffy