

Village of Lansing

MINUTES of a special meeting of the Board of Trustees of the Village of Lansing held on Wednesday, September 7, 2016, in the Village Office.

PRESENT: Mayor Donald Hartill; Trustees, Ronny Hardaway and John O'Neill; Clerk/Treasurer, Jodi Dake; and Marty Moseley, the Code and Zoning Law Officer.

Mayor Hartill called the Board of Trustees meeting to order at 12:02pm and opened the public comment period. There were no comments.

Motion - To Close the Public Comment Period

Trustee Hardaway made a motion to close the public comment period.
Trustee O'Neill seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye Trustee John O'Neill-Aye
Trustee Ronny Hardaway-Aye

Hartill stated that it turns out that the Board needs to approve a proposed agreement in accordance with the Planning Board's special permit approval conditions for the Novar special permit project. A proposed document was provided to Moseley, which was reviewed and revised by David Dubow, the attorney for the Village, at Moseley's request. Hardaway asked when the blast would take place. Moseley stated that the blasting was scheduled to take place between September 12th and 17th. They won't drill until they are on site. There is a condition to provide 48 hour notice. Moseley has suggested that a letter stating the approximate timeline be sent to the neighboring properties and then go door to door the night before.

The following is a copy of the revised agreement that was provided by Dubow to Moseley and previously emailed to the Board:

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS INSURANCE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this 6th day of September 2016, by and between Maine Drilling and Blasting, Inc. ("MDB") a Maine Corporation, having an address of PO Box 1140, 423 Brunswick Ave, Gardiner, ME 04345, and Village of Lansing, New York ("the Village") having an office address of 2405 Triphammer Road, Ithaca, New York 14850-1013.

WHEREAS:

- A. By resolution of Special Permit No. 3096 adopted on July 16, 2016 (“the Resolution”), MDB received approval from the Village of Lansing Planning Board to proceed with drilling and blasting in accordance with and subject to the Special Permit approval, conditions and requirements set forth therein on property located at 36 Twins Glens Road (“the Property”); and
- B. Pursuant to the Resolution MDB was directed to execute an Agreement in favor of the Village indemnifying and adding them as an additional insured and providing proof of insurance.

In accordance with the Resolution MDB hereby agrees to the following:

1. Insurance and Indemnification.

(a) MDB shall maintain Commercial General Liability Insurance in amounts of four (4) Million and no/100 Dollars (\$4,000,000.00) per occurrence and in the aggregate. MDB may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance MDB may maintain. Lansing shall be named as an additional insured on the MDB policy or policies. MDB shall provide to Lansing one or more certificates of insurance evidencing the coverage required by this section prior to initially exercising any rights under the Resolution and prior to each policy renewal period for such coverage. Each such certificate shall confirm that the Village be named as an additional insured, and shall further provide that the Village shall be given no less than thirty (30) days written notice prior to any material change in or cancellation of such coverage.

(b) Hold Harmless.

To the fullest extent permitted by law, MDB agrees to indemnify and harmless the Village from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of the Property and tangible property (other than the work itself) to the extent caused by or arising out of (i) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by MDB, its employees, agents, and contractors; and (ii) the drilling, blasting operations and/or MDB’s use, storage, handling, transportation or manufacture of explosive material and/or conducting of blasting activity on the Property. In addition, MDB will defend the Village against any action brought by any third parties for the injury or damage described above, as a result of its operations under the Special Permit issued by the Village Planning Board to conduct the aforementioned activities.

2. Survival

Notwithstanding anything to the contrary in this Agreement, the parties hereby confirm that the provisions of this Agreement shall survive the expiration or termination

of this Agreement between MDB and the Village, and in any event until the drilling and blasting operations are completed.

3. Miscellaneous Matters

- (a) The Agreement (i) shall be governed by the laws of the State of New York, (ii) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, (iii) supersedes all prior Agreements, understandings and arrangements, both oral and written, between the parties hereto with respect to such subject matter, and (iv) may not be modified in any way unless by a written instrument executed by all parties.
- (b) The waiver by any party hereto of a breach or violation of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.
- (c) If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (d) The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of the Agreement.
- (e) Each party executing the Agreement represents and warrants that (i) he or she has the specific authority to bind the party on whose behalf he or she is signing the Agreement, (ii) the consent of any third parties is not required to perfect such authority, (iii) the party on whose behalf he or she is signing the Agreement has undertaken all actions required to enter into the Agreement, and (iv) his or her signature represents the binding obligation of such entity.

EXECUTED as of the day and year first above written:

Resolution #6308-To Approve the Insurance, Hold Harmless and Indemnification Agreement and Authorize the Mayor to Sign

Trustee O'Neill moved this resolution. Trustee Hardaway seconded the motion.
A vote was taken:

Mayor Donald Hartill-Aye
Trustee Ronny Hardaway- Aye

Trustee John O'Neill- Aye

Hardaway stated that the Greenway Committee is looking at quotes for replacing the playground equipment across from Dankert Park. Hartill stated that he received an email

from Ithaca Playground. Hardaway stated that he would forward the quotes and configurations that he has received from Game Time. If the playground equipment is on State contract then the Village would not have to go out to bid. It looks like the playground would cost about \$30-35,000. One third of the cost is installation.

Motion to Adjourn

Trustee O'Neill moved to adjourn. Trustee Hardaway seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Ronny Hardaway- Aye

Trustee John O'Neill- Aye

The meeting was adjourned at 12:08pm.

Jodi Dake
Clerk/Treasurer