

## TOWN BOARD MEETING

June 11, 2015

7:00 p.m.

Present: Robert Multer, Supervisor  
Allan Button, Town Councilman  
Leon Button, Town Councilman  
Peter Gerbic, Town Councilman

Also Present: Tom Reifsteck, Highway Superintendent  
Dawn Kane, Code Enforcement Officer  
Pat Grimaldi, Assessor  
Arthur Radin, Zoning Board Chair

Absent: Wayne Dunton, Town Councilman

Recording Secretary: Kathy Pelton

### **Minutes**

Supervisor Multer requested a motion to approve the minutes from May 14, 2015. After a brief discussion, Councilman Allan Button made the motion to approve the minutes and Councilman Leon Button seconded the motion.

\*All in favor; none opposed – Motion carried.

### **HIGHWAY SUPERINTENDENT – Tom Reifsteck**

1. Oil is down on the gravel roads in the Town. The department is currently working on Townline Road (there is a large sinkhole). The road has been dug up and patched.

2. There has been damage to the header of one of the garage doors (a truck was driven into the garage with the box up). Repairs will cost \$6,500. After a brief discussion of the damage and required repairs, Councilman Peter Gerbic made the motion to authorize the cost of repairs and Councilman Allan Button seconded the motion.

\*All in favor; none opposed – Motion carried.

3. Some moisture has been accumulating and dripping in the Town Barns. The cost to alleviate this will be \$2,000 (see attached Change Order). After review of the cause and a brief discussion, Councilman Allan Button made the motion to approve the expenditure and Councilman Leon Button seconded the motion.

\*All in favor; none opposed – Motion Carried.

### **WATER DISTRICT GRANT**

1. A preliminary meeting with the Chatfield Group was held on June 11, 2015.

### **CODE ENFORCEMENT – Dawn Kane**

1. Clean up of several residences in the Town of Middlesex (approximately 12) is underway. To date, five residences have made significant progress and are now in compliance. As a next step, work will begin on another five of the remaining residences.

2. Septic water has been leaking from the parking lot across the street from the Town Hall. An old system exists under the lot; the CEO is now trying to determine ownership.

### **VINE VALLEY BEACH – Dawn Kane**

1. The beach will be up and running this weekend and will be open for weekends only through June and then will be open seven days a week for the months of July and August.
2. The Lifeguard Stand has been approved for use (with modifications) by the Department of Health.
3. The south and east sides of the Robeson store are deteriorating. Bruce St. Lawrence is working to gather pricing proposals for the necessary repairs. In addition to the wood siding, gutters need to be replaced as well.

### **ZONING BOARD OF APPEALS – Arthur Radin**

No Report

### **SUPERVISOR'S REPORT – Robert Multer**

1. Supervisor Multer distributed Financial Statements through May 31, 2015.
2. The Supervisor was notified by Excellus that they would be requesting an increase of over 14% for 2016 health insurance coverage.
3. The Town is being billed by NYSYG for the correct number of street lights.
4. The Heritage group has had a picture of the school refurbished and would like to hang it on the main wall of the Town Hall. It will replace the picture of Abraham Lincoln (which will be moved to another location.)
4. The Town Attorney has reviewed and approved the proposed agreement between the Town of Middlesex and Richard Dollinger to install guard rails near his property line along portions of South Lake Road. After review and a brief discussion, Councilman Peter Gerbic made the motion to authorize the Supervisor to enter into the Agreement and Councilman Allan Button seconded the motion.

\*All in favor; none opposed – Motion Carried.

### **ASSESSOR – Pat Grimaldi**

1. Grievance Day was held on Thursday, May 28, 2015; it was very quiet with only a few property owners presenting to grieve their assessment.

### **OLD BUSINESS**

1. To date, only two proposals have been obtained for work needed to the Town Entryway. In addition, specs for the two proposals are not identical. A decision by the Town Board will be tabled until a 3<sup>rd</sup> proposal can be obtained.
2. Cable service for the Town Hall is on hold; awaiting information from Time Warner Cable.

### **NEW BUSINESS**

1. The Finger Lakes Land Trust owns property with lake front in the Town of Middlesex. A shed (which they would like to dispose of) is on their property and is only accessible by boat. They have requested permission to put a dumpster on the Robeson Store parking lot for one day to dispose of debris from removal of the shed. After discussion, the Town Board determined that the Town of Middlesex will require a letter assuring the Town of proper clean-up of the debris.

2. Concerns regarding phosphorus getting into Canandaigua Lake was discussed at the last Canandaigua Lake Watershed Meeting. Additional funding has been obtained to help with abatement of invasive species. The funding will allow workers to be assigned to launch sites along the lake on a full time basis.

3. Deadline to submit Newsletter articles is June 25, 2015.

**BILLS AUDITED**

Councilman Peter Gerbic made the motion to pay the bills and Councilman Leon Button seconded the motion.

\*All in favor; none opposed – Motion carried.

General Fund:	Vouchers No: 1130 to 1150	\$ 6,495.44
Highway Fund:	Vouchers No: 2125 to 2144	\$ 24,895.85
Water District:	Vouchers No. 3023 to 3026	\$ 253.38

Councilman Allan Button made the motion to adjourn and Councilman Leon Button seconded the motion.

\*All in favor; none opposed – Motion carried.

Meeting adjourned at 7:37 p.m.

# PROPOSAL

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

## KEUKA VALLEY CONSTRUCTION

4288 FRIEND RD 14137 (002412)  
PENN YAN, NY 14527  
(315) 536-0738

PROPOSAL SUBMITTED TO <i>Middlesex town Bain</i>		PHONE	DATE
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*Repair work on North End of town Bain middle door  
Repair Header and all trim work and also Bottom Panel  
On Over Head Door*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

*Six thousand five hundred* dollars (\$ *6,500* ).  
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Adam H. [Signature]*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

**Request For Change Order**

Date: 6-8-15

Change Order Request No. 7

Contract Name: South End Shell - Town Barn

Contractor: Keuka Valley Construction LLC  
4288 Friend Rd.  
Penn Yan, NY 14527

Owner: Town Of Middlesex

Project Address: 1240 Mill St., Middlesex, NY 14507

31  
534 6738

**Description of Change Order Request:**

**Extra T&M work:**

1. Remove ridge cap at north end, install new filter fabric (some material supplied by Town)
2. Check north end roof for loose fasteners in metal roof panels; tighten.
3. Close gaps in siding / roof panels in office section, over office door area.
4. Weatherproof two existing or new exhaust fans in south end. Coordinate with Dan Paddock or Willie Reifsteck. (This work may not be available.)

**New lump sum work:**

1. Furnish and install blown-in insulation over existing ceiling batt insulation in south end. (6" min.)

**The following are original contract rework items to be completed as the same time:**

1. Seal air gap in south end above ceiling along office wall line. Check west end above ceiling for similar condition.
2. Correct condensate issue along north end, east wall line near wall lights

**Cost:**

1. Lump sum for 6" minimum blown-in insulation at south end: \$ 2000

Rates for T&M work:

Labor: state rates

Material: mark up over cost: 10 %

Signature of Contractor:

Hanna H. [Signature]

Print Contractor's Name:

Hanna H. [Name]

Owner's Acceptance: \_\_\_\_\_

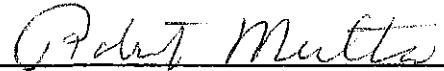
Date: \_\_\_\_\_

## MONTHLY REPORT OF SUPERVISOR

TO THE TOWN BOARD OF THE TOWN OF MIDDLESEX :

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of May, 2015:

DATED: June 9, 2015



SUPERVISOR

	Balance 04/30/2015	Increases	Decreases	Balance 05/31/2015
<b>A GENERAL FUND - TOWNWIDE</b>				
CASH - CHECKING	38,530.77	20,475.42	0.00	59,006.19
CASH - MONEY MARKET	661,987.75	2,184.88	20,475.42	643,697.21
TOTAL	700,518.52	22,660.30	20,475.42	702,703.40
<b>DA HIGHWAY FUND</b>				
CASH - CHECKING	48,483.55	123,806.02	126,527.89	45,761.68
CASH - SAVING	875,430.76	7,432.18	123,806.02	759,056.92
TOTAL	923,914.31	131,238.20	250,333.91	804,818.60
<b>SF FIRE PROTECTION DISTRICT</b>				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
<b>SL LIGHTING DISTRICT</b>				
CASH - CHECKING	1,623.75	0.00	111.56	1,512.19
TOTAL	1,623.75	0.00	111.56	1,512.19
<b>SW WATER DISTRICT</b>				
CASH - CHECKING	5,620.70	1,407.92	1,971.57	5,057.05
MONEY MARKET	190,271.27	5,257.67	1,407.92	194,121.02
TOTAL	195,891.97	6,665.59	3,379.49	199,178.07
<b>PN CEMETERY</b>				
CASH - CHECKING	2,323.49	0.00	0.00	2,323.49
TOTAL	2,323.49	0.00	0.00	2,323.49
<b>A TRUST &amp; AGENCY</b>				
CASH - CHECKING	1,461.45	27,689.36	26,495.01	2,655.80
TOTAL	1,461.45	27,689.36	26,495.01	2,655.80
<b>A CAPITAL PROJECT - WATER NYS</b>				
CASH - CHECKING	1.00	0.00	0.00	1.00

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TOTAL ALL FUNDS

1,825,734.49

188,253.45

300,795.39

1,713,192.55

## AGREEMENT

This Agreement made this 27<sup>th</sup> day of June 2015 between the Town of Middlesex, Middlesex, New York ("the Town") and Richard A. Dollinger and Marilyn L. Dollinger, 2801 East Avenue, Rochester, New York 14610 ("the Dollingers")

WHEREAS, South Lake Road is a town highway, operated and maintained by the Town under the laws of the State of New York; and,

WHEREAS, the Dollingers own real property at 1041 South Lake Road, which is bisected by South Lake Road; and

WHEREAS, the Dollingers, in an effort to provide protection for cars, pedestrians and persons using both their property and South Lake Road are considering installing a guardrail that will run on the Westside of South Lake Road across ~~the entire north-to-south~~ length of their property; and,

WHEREAS, the installation of the guardrail would serve the public interest by protecting pedestrians and operators of motor vehicles on South Lake Road; and,

WHEREAS, the Town has previously installed, on the east shore of Canandaigua Lake and on real property owned by the Dollingers, a gabion wall to prevent erosion of the shoreline and protect the use of South Lake Road for travelers and pedestrians; and,

WHEREAS, the Town has previously maintained and improved the gabion wall, as it deemed necessary to achieve the objective of enhanced pedestrian safety and vehicle traffic safety on South Lake Road;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES EXCHANGED HEREIN, the Town and the Dollingers agree as follows:

1. The Dollingers will install a guardrail on the westside of South Lake Road along the entire length of their property line according to a map which is attached as Exhibit A to this agreement.
2. The Dollingers will pay the entire cost of the engineering services provided by their engineering firm and the entire cost of the purchase and installation of the guardrail, without contribution or reimbursement from the Town. The Dollingers will also contribute, up to \$1000, of the cost for the Town's engineers in the review and approval of any plans for the guardrail.
3. The guardrail to be installed shall be a type and manufacture as approved by the Town's engineers in writing prior to the commencement of construction. All of the necessary engineer or other documents shall be provided as part of the approval process.
4. The guardrail and its supports shall be installed in the exact location as approved by the Town's engineers. The workmanship shall conform to all reasonable building standards.



5. The construction of the guardrail shall be overseen by the Dollingers' engineering firm and at the time of completion, a certificate of completion shall be furnished to the Town and the certificate shall attest that the guardrail has been installed consistent with the plans approved by the Town's engineers.
6. Upon completion of the installation of the guardrail, the Town will thereafter be liable and responsible for any repairs, maintenance or replacement of the guardrail including the cost of such repairs, maintenance or replacement.
7. The Dollingers will not take any actions to damage or reduce the benefit of the guardrail.
8. The Town has previously assumed responsibility for maintaining and improving the gabion wall and by this agreement confirms that it retains the responsibility for maintenance, replacement or modification of the gabion wall. ~~Any repairs, modifications, replacement or other changes~~ in the wall shall be the sole responsibility of the Town and any costs associated therewith shall be paid exclusively by the Town without contribution from the Dollingers.
9. The Dollingers will not take any actions to alter, change, modify or in any manner adversely impact the gabion wall and shall not install or erect any matter on the wall without the express written permission of the Town.
10. The Dollingers will, upon reasonable notice, grant the Town access to the gabion wall for the Town to inspect, repair or modify the gabion wall.
11. Any repairs or changes to the wall, initiated by the Town, shall only occur after consultation with the Dollingers.
12. This Agreement shall bind the successors and assigns of the parties hereto.
13. This Agreement maybe filed in the Yates County Clerk's Office to provide notice to all interested parties of the terms of this Agreement.
14. This Agreement may not be amended unless in writing signed by both the Town, through an appropriate authorized official, and the Dollingers, their successor or assigns.

On this 21<sup>st</sup> day of June, 2015, the undersigned executed this Agreement.

TOWN OF MIDDLESEX

BY: *Robert M. Mulla*

Its: *Supervisor*

MARILYN L. DOLLINGER

*Marilyn L. Dollinger*

RICHARD A. DOLLINGER

*R. Dollinger*

State of New York ) Yates  
County of ~~MONROE~~ ) ss.:

On the 7<sup>th</sup> day of JUNE in the year 2015 before me, the undersigned, personally appeared Robert N. Multer, personally known to me or proved to me on the basis of satisfactory evidence to be the Supervisor of the Town of Middlesex, New York individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, they bind the Town of Middlesex, New York and executed the document on behalf of the Town.

Kathryn A. Pelton

KATHRYN A. PELTON  
Notary Public, State of New York  
No. 01PE6007084  
County of Yates  
Commission Expires May 18, ~~2018~~ 2018

State of New York )  
County of MONROE ) ss.:

On the 25<sup>th</sup> day of JUNE in the year 2015 before me, the undersigned, personally appeared **MARILYN L. DOLLINGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary C. Haley

State of New York )  
County of MONROE ) ss.:

On the 24<sup>th</sup> day of JUNE in the year 2015 before me, the undersigned, personally appeared **RICHARD A. DOLLINGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gwen L. Gerenski

GWEN L. GERENSKI  
NOTARY PUBLIC, State of N.Y., Monroe Co.  
My Commission Expires March 30, 2018

MARY C. HALEY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01HA9113482  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES AUG. 2, 2016