

TOWN BOARD MEETING

October 8, 2015

7:00 p.m.

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

Also Present: Thomas Reifsteck, Highway Superintendent
Todd Conaway, Deputy Highway Superintendent
Dawn Kane, Code Enforcement Officer
Bruce St. Lawrence, Project Manager

Recording Secretary: Kathy Pelton

Minutes

Supervisor Multer requested a motion to approve the minutes from September 10, 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 – Thomas Reifsteck

1. The department has been working to make Upper Hill Road more passable.
2. Two new Highway Department employees have been hired (to replace Kevin Lafler, who retired, and Todd Conaway who will become Highway Superintendent.)
3. The Highway Superintendent requested Town Board authorization to purchase a new 550 truck. The price of the truck is \$34,315.44 (purchased through Onadoga County Bid/Van Bortel Motors in Victor). The price for the body is \$36,920 (purchased through Wyoming County Bid/Tenco in Lakeville, NY). Total cost for the truck: \$71,236.44 (and within the proposed budget for 2016.) After review of the purchase detail and a brief discussion, Councilman Peter Gerbic made a motion to authorize the purchase and Councilman Allan Button seconded the motion.
*All in favor; none opposed – Motion carried.
4. The Highway Superintendent informed the Town Board that Todd Conaway (Highway Superintendent, Elect) has been promoted to Deputy Highway Superintendent for the remainder of 2015.

WATER DISTRICT GRANT – Bruce St. Lawrence

1. Test pits have been dug for Chatfield (testing depth, water, rock; part of project design). Chatfield has completed preliminary design; is halfway through final design and is very close to turning in paperwork to the State. Paperwork will include a request to release funds including \$10,000 for design work.

PLANNING BOARD – Bruce St. Lawrence

1. The Board is moving along with the final review of the Komarek Project (the Board has been working with Attorney Wendy Marsh).

SUPERVISOR’S REPORT – Robert Multer

- 1. Financial Reports are not yet complete; awaiting bank statements before financial reports can be finalized.
- 2. Following Board approval for work to continue on the East side of Robeson Store at the last Town Board Meeting, Supervisor Multer distributed Change Order # 2 to the Robeson Store Renovation Agreement which will add a total cost of \$12,689 for work on the East side of Robeson Store. After review of the Change Order and a brief discussion, Councilman Wayne Dunton made to the motion to authorize Supervisor Multer to sign the Agreement and Councilman Allan Button seconded the motion.
*All in favor; none opposed – Motion carried.
Supervisor Multer noted that Tom Hansen is donating the steel for the ballards.
- 3. Supervisor Multer received the Snow and Ice Agreement between Yates County and the Town of Middlesex. After review of the Agreement and a brief discussion, Councilman Allan Button made the motion to authorize Supervisor Multer to sign the Agreement and Councilman Leon Button seconded the motion.
*All in favor; none opposed – Motion carried.
- 4. The Tentative Budget is complete; the Town Board needs to schedule a Budget Workshop. After a brief discussion Councilman Wayne Dunton made the motion to set the Budget Workshop for Wednesday, October 14th at 7:00 p.m.; Councilman Peter Gerbic seconded the motion.
*All in favor; none opposed – Motion carried.

CODE ENFORCEMENT OFFICER – Dawn Kane

- 1. Foot race coming through the Town on Saturday; 100 runners anticipated. The run will benefit the Hospice House in Naples.
- 2. Ropes are out of the water at the beach.

NEW BUSINESS

- 1. Supervisor Multer requested a motion to set the Public Hearing for the 2016 Town of Middlesex Budget for Thursday, November 5, 2015 at 7:00 p.m. After a brief discussion, Councilman Peter Gerbic made the motion to hold the Public Hearing on November 5th and Councilman Allan Button seconded the motion.
*All in favor; none opposed – Motion carried.

BILLS AUDITED

Councilman Peter Gerbic made the motion to pay the bills and Councilman Allan Button seconded the motion.
*All in favor; none opposed – Motion carried.

General Fund:	Vouchers No:	1225 to 1257	\$21,191.48
Highway Fund:	Vouchers No:	2207 to 2228	\$36,817.86
Water District:	Vouchers No.	3043 to 3050	\$35,588.72

Councilman Wayne Dunton made the motion to adjourn and Councilman Leon Button seconded the motion.
*All in favor; none opposed – Motion carried.
Meeting adjourned at 7:4 p.m.

Gentlemen, I am requesting that we go ahead and purchase a new 550 plow truck with dump body so we can have it before winter is over.

As I told you before the old one has 70,000 hard miles on it and the transmission is making a noise now that we need to have looked at before winter. The price of the truck is \$34,316.44. It will be purchased off the Onadoga County bid through Van Bortels in Victor.

The body will be \$36,920 and will be purchased off the Wyoming County bid through Tenco in Lakeville NY.

Total cost \$71,236.44. Well under what I had anticipated and well within the proposed budget for 2016.

Regards,
Willie

copy

**SNOW AND ICE CONTROL AGREEMENT
2015-2016**

This agreement made on October 8, 2015 by and between Yates County (Hereinafter referred to as County) and the **TOWN OF MIDDLESEX** (Herein after referred to as Municipality) as follows:

WHEREAS: Pursuant to Section 135a of the Highway Law, the maintenance of County Highways includes the control of Snow and Ice thereon as the County Highway Superintendent may deem necessary to provide reasonable passage and movement of vehicles over such highways and,

WHEREAS: The work of such control of snow and ice may be done by any municipality which for the purpose of said Section 135a shall include only Town, City or Village pursuant to an agreement entered into between the governing board or body of any such municipality and the County and,

WHEREAS: The Municipality is willing to perform the function so delegated to it for the work of such control of ~~snow and ice~~, or snow and ice upon such terms, rules and regulations as may be within the legal authority of the Municipality and which are deemed by the County Highway Superintendent to be for the best interest of the public. Now therefore in consideration of the mutual covenants and benefits herein contained, the parties hereto agree as follows:

- 1) The terms of this agreement shall be for 1 year commencing November 1, 2015. At the expiration of each year of the term specified herein or any extension, such term may be extended as herein provided. The Municipality shall notify the County Highway Superintendent either (a) that it requests that the term of the agreement be extended for one year or (b) that it intends not to extend the agreement, in which case the agreement shall expire at the end of the term. If the Municipality fails to notify the County Highway Superintendent, not later than 30 days prior to the end of the term, it shall be deemed that the Municipality intends not to extend the term of this agreement.
- 2) In the event that the County Highway Superintendent shall deem that the work of control of snow and ice by the Municipality is inadequate or unsatisfactory according to the terms of this agreement and not being performed in the best interest of the public, he may, upon written notice, cancel the agreement, and any payments herein provided by the County shall cease. Any such written notice shall become effective at the expiration of five days after the County Highway Superintendent shall have mailed a certified copy thereof to the Clerk of such municipality. The County shall there upon perform the work in such manner as, in his judgment, shall be for the best interest of the public. The County may terminate this agreement for any other reason by giving the Municipality a 30 day written notice of its intent to terminate. The Municipality may terminate this agreement for any reason by giving the County a 30 day written notice of its intent to terminate.
- 3) The Municipality, as an adjunct of the County in performing the function herein delegated to it by the County, shall clear such Yates County highways from snow or ice, or snow and ice within the boundaries of such Municipality as designated by the County Highway Superintendent to the extent that the County Highway Superintendent may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County Highway Superintendent to be in the best interest of the public, such terms, rules and regulations (a) having been submitted to and examined by the governing body of said Municipality, prior to or simultaneously with the execution and delivery of this agreement, (b) containing this agreement as a part thereof, and (c) being subject to change or modification from time to time by the County Highway Superintendent as he deems it necessary for the best interest of the public.

SNOW AND ICE CONTROL AGREEMENT 2015-2016

The County Highway Superintendent may, but shall not be required to furnish for use under this agreement such materials, chemicals and abrasives as he may deem desirable and in the best interest of the County.

- 4) The Municipality shall (a) designate and hereby does designate the Highway or Street Superintendent of the Municipality as the representative of the Municipality who shall be in responsible charge and shall have supervision of the performance of the work under this agreement, (b) provide the necessary machinery, tools and equipment to perform the terms of this agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment and, (d) furnish any abrasives, chemicals or other similar materials at such locations as may be designated by the County Highway Superintendent and in such quantities as may be necessary for the performance of this agreement.
- 5) This agreement shall include all bridges which are a part of highway or street being maintained and when directed by the County Highway Superintendent shall include in the work delegated to be performed under this agreement any bridges or highways that cross into an adjacent municipality or municipalities.
- 6) The Municipality shall install and observe a system of accounting and a form of accounting to the end that here shall be established and maintained a uniform method of bookkeeping, filing and rendering accounts for the purpose of this particular agreement.
- 7) In consideration of the performance of the Municipality, the County agrees to pay the Municipality each year during the term of this agreement, an amount equal to the actual costs incurred for this purpose on County Highways, actually maintained, subject to subsequent audit. The Municipality may haul their own sand from the vendor source to their storage facility. The County shall reimburse the actual municipal cost for hauling or the current year's County bid specification and award for Abrasive Sand, whichever is lower. The Municipality will then mix the abrasive sand with rock salt at a rate of 1:1 (or better) by volume (1 bucket sand: 1 bucket salt) and at a minimum mix rate of 85 tons per hour. The prescribed 1:1 by volume mixture shall be spread at a maximum rate of 450 pounds per lane mile. If straight salt is used, the maximum spread rate that will be paid for is 225 lbs. per lane mile for normal snow removal operations. Applications of pre-mixed material over the maximum rate of 450 pounds per lane mile due to icing events must be noted on the Snow & Ice Control Daily Report of Operations sheets. The County will not pay for any amount of sand and salt 1:1 mix applied at a rate exceeding 450 lbs. per lane mile unless a valid reason is provided on the Daily Report of Operations sheet. The County reserves the right to take random samples from the stockpile of material designated for use on County Roads and have it tested by an independent laboratory to determine the salt content and ensure compliance with the prescribed mix of 1:1 (or better) by volume. Labor shall be paid at the actual rate incurred including benefit costs established by the municipality and the County Highway Department. Material shall be paid at actual cost incurred including hauling, mixing and stockpiling costs. Equipment rental rates shall be paid in accordance with the latest edition of equipment rental rates as established by the New York State Department of Transportation.
- 8) The Municipality shall transmit no later than the 7th day of December, January, February, March and April of each year during the terms of this agreement properly executed snow tickets which will be provided to the Municipality by the County. Payment will be made to the Municipalities at the following month's audit.

**SNOW AND ICE CONTROL AGREEMENT
2015-2016**

- 9) **Hold Harmless:** Town shall at all times save harmless the County of Yates from all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including but not limited to personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Town and in particular as may arise from the performance under this contract.
- 10) The terms, conditions and amounts to be paid will be updated annually at the time this agreement is extended as provided in paragraph No. 1.
- 11) The Municipality specifically agrees that this Agreement shall be deemed executory only to the extent of the moneys available, and no liability shall be incurred by the County beyond the moneys available for this purpose.
- 12) This agreement shall bind the successors, and assigns of the parties hereto.

IN WITNESS WHEREOF: This Agreement has been executed by the County, acting by and through the duly authorized representative of Yates County, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

YATES COUNTY LEGISLATURE CHAIRMAN

TOWN SUPERVISOR

Robert Maults

DATE: _____

DATE: 10/8/15