

**Town of Elba
Regular Meeting
June 11, 2020**

Supervisor Hynes called the meeting to order at 7:00 p.m.; followed by the Pledge to the Flag.

Supervisor Hynes
Councilman Augello
Councilman Chamberlain
Councilman Coughlin
Councilwoman Marshall

Others Present:

Town Clerk Werth
Highway Superintendent Yungfleisch
Mike Weinert, Toshiba
Jay Grasso, G7G Municipal Consulting

Public Participation

Mike Weinert, with Toshiba attended the meeting to present on Docuware. This is a document management system which involves digital filing, quick access and retrieval. This will help to alleviate storage space. We can customize this system to fit our needs. Discussion ensued after Mr. Weinert's presentation, he we will provide a list of the charges and the cost of a scanner to the Town Board.

Jay Grasso, with G&G Municipal Consulting was present to discuss a couple of grants that the Town could apply for.

1. CDBG Grant – The federal funds from this grant can be used to help make the new Town Hall ADA compliant. There is a possible total of \$300k that could be used towards ADA bathrooms, parking lot, accessibility, etc. Mr. Grasso stated the administrative costs come out of the grant to pay for his services.
2. USDA Community Facilities Grant – This is a federal fund that can be used for public facilities such as a Town Hall. This could be paid off as soon as the Town would like. It would require an engineering plan. Mr. Grasso would charge a pre application and application fee.
3. NYSERTA – This is state funded. A qualified provider would conduct an energy assessment at the new Town Hall and create a customized plan with what we would qualify for. Mr. Grasso would charge \$500-600 to write this grant.
4. Shared Municipal Services Grant – Mr. Grasso would like to set up a meeting with Supervisor Hynes and Town of Oakfield Supervisor Martin to discuss this grant. It may help in proving funds for a document management system.

Minutes of May 14, 2020 Town Board Meeting

MOTION Councilwoman Marshall, second by Councilman Coughlin to approve the minutes as written.

Ayes: Augello, Chamberlain, Coughlin, Hynes, Marshall

MOTION CARRIED by unanimous vote (5-0)

RESOLUTION NO. 24-2020

Councilman Coughlin offered the following:

**INTERMUNICIPAL AGREEMENT FOR SNOW REMOVAL AND ICE CONTROL SERVICES
AND ROADSIDE MOWING**

THE AGREEMENT, dated June 11, 2020, by and between the **COUNTY OF GENESEE**, a municipal corporation having its office and place of business in the County Building, 15 Main Street, Batavia, New York, 14020, hereinafter referred to as the “**County**,” and the **TOWN OF ELBA**, a municipal corporation within the **County of GENESEE**, having its office and place of business at 7 Maple Avenue, PO Box 295, Elba, New York, 14058 hereinafter referred to as the “**Town**.”

W I T N E S S E T H

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages of the County; and

WHEREAS, the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads; and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads; and

WHEREAS, County funds may be expended for roadside mowing and removal of noxious weeds along County roads; and

WHEREAS, the County desires to enter into an agreement with the Town for snow removal and for salt-ing and treating County roads for the purpose of removing the danger of ice and snow and the mowing along the sides of County roads; and

WHEREAS, the Town has appropriate snow and ice removal and mowing equipment and sufficient snow and ice control and mowing personnel to contract with the County for snow and ice control services and roadside mowing services; and

WHEREAS, the Town Board has authorized the Agreement by Resolution No. 24-2020, adopted June 11, 2020.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinaf-ter set forth and pursuant to Sections 118-b, 135-a and 142-d of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services and roadside mowing on the County highway system and that the County will reimburse the Town for the provision of these services under a lump sum reimbursement contract.

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of one (1) year beginning January 1, 2021 and expiring on De-cember 31, 2021.

II. SCOPE OF WORK:

This Agreement shall include all activities by the Town upon County roads and roadsides within the Town that are necessary to control snow and ice and roadside mowing, together with all necessary labor, equipment and materials. The contracted activities which will be routinely performed by all towns are listed below: (will there be any differences for any Towns)

1. Supervision of Town equipment and trucks on County Roads;
2. Supervisory patrolling of Town equipment and trucks on County Roads;
3. Preparedness for snow and ice control, snow fencing and stockpiling;
4. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or de-icing materials
5. Treatment of slippery spots, including 'black ice', and bridge decks;
6. Routine benching using plow trucks;
7. Pushing back high banks with other heavy equipment;
8. Roadside mowing along roadways, embankments, and ditches

III. SERVICES TO BE PROVIDED:

A. Snow and Ice Control Standards.

The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the latest revision(s) to the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 5 - for Snow and Ice Control", and as the Guidelines may be further updated/revised from time to time throughout the term of this Agreement; with the exception that the following modifications or clarifications to the Guidelines, and as amended, shall be applicable to this Agreement:

1. Section 5.3200 Snow Control Goals

Replace the table in subsection 5.3201 and 5.3202 with the following; *The Town shall provide for the middle half width of pavement (wheel tracks) to be bare 4 to 8 hours after the event. If suitable weather conditions allow, the Town shall provide for the full width of the pavement to be bare 12-24 hours after the event.*

2. Section 5.4405 Guidelines for the use of Salt

Paragraph F. Spreading speed. Delete the third paragraph and replace with the following; *Depending on the road and traffic conditions, speeds should be in the range of 15 MPH to 30 MPH.*

3. Section 5.4406 Guidelines for the use of Abrasives.

Replace paragraph E. Spreading speed with the following; *The spreading speed should be in the range of about 15 to 30 MPH, depending on traffic and highway surface conditions.*

4. Section 5.8300 Methodology for Passive Snow Control

Section 5.8301 General. Add the following: *Snow fence - The installation, maintenance and storage of snow fence is not considered a special activity and the County will not provide additional reimbursement. The decision to install snow fence shall be determined by the Town Highway Superintendent.*

B. Sweeping

At the end of the snow season, the Town shall be responsible to sweep County road sections where abrasive materials have accumulated on the pavement.

C. Operational Plan

In November of each year, the Town may be required to submit an operational plan (electronic submission is acceptable), which outlines the approach to meet the requirements of this Agreement. If there are no changes from the previous year, a simple statement submitted by the highway superintendent via email referencing the previous years' plans and stating "no change" is sufficient. The County and Town may modify the operational plan by mutual consent.

D. Mutual Aid

The County agrees to provide additional equipment and work force to assist the Town in unusual storms or events at no penalty or cost to the Town. The Town and County will maintain records and log books of such mutual aid so that it may be communicated with emergency managers and, if needed, disaster recovery reimbursements.

E. Roadside Mowing

The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the latest revision(s) to the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 3 - for Roadside and Drainage Maintenance", and as the Guidelines may be further updated/revised from time to time throughout the term of this Agreement;

IV. LEVEL OF SERVICE:

A. Snow and Ice Control.

The Genesee County plowing and salting lane mileage inventory for each road in the Town will be provided each year. The County shall update this inventory annually as of December of each year. The County shall provide a copy of this amended inventory to the Town for its review and acceptance. The values contained on the annual inventory will be used for the annual calculation for lump sum payment as outlined in this Agreement. For the purpose of this agreement, turning lanes will be accounted for as lane miles and will be converted to centerline miles at half their distance.

B. Roadside Mowing.

In general, grass height shall be maintained between 6 and 10 inches in all mowed areas and extend from the pavement edge a minimum of ten feet on the first mowing and to the right-of-way edge on the second and any additional mowing. Traffic signs shall be clearly visible at all times and sight distance areas shall be mowed to a sufficient width.

V. PAYMENT:

In consideration of the performance by the Town, the County agrees to pay to the Town amounts calculated as follows:

A. Snow and Ice Control.

The payment for Snow and Ice Control on County Roads shall be lump sum on a per centerline mile basis. The payment shall be recalculated annually using the most current equipment rates as provided by NYSDOT, supervisory rates based upon the average of the Town Highway Superintendent salaries across the County, labor rates based on the Genesee County Highway AFSCME collective bargaining agreement and the annual sodium chloride bid price as awarded by Genesee County. The calculation will assume that each Town is running at least 4 plow trucks to cover their County snow plow mileage. The annual rate will be based on and adjusted annually by the previous 3-year average number of days with at least one inch of snow cover as recorded by the National Weather Service at the Buffalo (BUF) Airport. A sample

of the calculation is shown in Exhibit "A". County Highways classified as Touring Routes shall be compensated at 1.5 times the centerline mile rate established annually. For calendar year 2021, the County shall pay to the Town a lump sum payment of \$6,515 per centerline mile for 15.85 miles of County Roads for a total annual payment of \$103,262.75 to be paid as described in this agreement under Section VI "Method of Payment".

B. Roadside Mowing.

The payment for Roadside Mowing on County Roads shall be lump sum on a per centerline mile basis. For calendar year 2021, the County shall pay to the Town a lump sum payment of \$474 per centerline mile for 15.85 miles of County Roads for a total annual payment of \$7,512.90 to be paid as described in this agreement under Section VI "Method of Payment".

VI. METHOD OF PAYMENT:

A. Snow and Ice Control.

The Town shall be reimbursed for services provided in two (2) payments. The first payment shall represent 50% of the Snow & Ice Payment. The first payment shall be made in February of each year of this Agreement. The second and final payment will be made in April and represent the remaining 50% of the Snow & Ice Payment.

B. Roadside Mowing.

The Town shall be reimbursed for services provided in one (1) payment. The payment shall be made in September of each year of this Agreement.

VII. NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered personally, or by guaranteed overnight delivery, or by registered or certified mail (return receipt requested), postage pre-paid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice:

To County, at the following address:
Timothy Hens, P.E.
Genesee County Superintendent of Highways
153 Cedar Street
Batavia, NY 14020
Phone: (585) 344-8508

To Town, at the following address:
Mark Yungfleisch
Town of Elba Highway Superintendent
7 Maple Avenue, PO Box 295
Elba, NY 14058
Phone: (585) 757-2762 Ext. 5

IN WITNESS WHEREOF, the parties have hereunto executed the Agreement the date set forth above.

COUNTY OF GENESEE

TOWN OF ELBA

By: _____
Chairperson of the Legislature

By: _____
Supervisor

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that

he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

Notary Public

Second by: Councilman Chamberlain
Ayes: Augello, Chamberlain, Coughlin, Hynes, Marshall
APPROVED by unanimous vote (5-0)

Abstract 6-2020

MOTION, Councilman Chamberlain second by Councilman Coughlin to approve the following:

General Fund	121-139	\$7,366.81
Highway	73-81	\$13,158.29
Water District 2	26-33	\$628,110.86
	Total	\$648,635.96

Ayes: Augello, Chamberlain, Coughlin, Hynes, Marshall
MOTION CARRIED by unanimous vote (5-0)

COMMITTEE REPORTS

Building and Grounds

No report.

Zoning Board

No meeting.

Planning Board

There will be a meeting next week.

GAM

Supervisor Hynes discussed the following:

- There is a lot of information coming down from the County Health Department.
- Phase 3 will be opening up tomorrow.
- They are still pushing hard for local testing.
- County employees are having their temperature checked every morning when reporting to work.

- US Representative Tom Reed is trying to help.
- They are working on a \$5.1 billion stimulus package now. However, 32 states have not shared that with their residents.
- Councilwoman Marshall would like the Town Board to send letters to Senator Kristen Gillibrand, Senator Chuck Schumer and Representative Tom Reed.
- CHIPS Money – We just learned that June 4, 2020 was the deadline. Not sure if the full amount will be returned, talk is only 80% at this time. Receipts and forms will need to be submitted to the State as soon as possible.
- Legislator Shelly Stein asked Supervisor Hynes to sit on the newly formed Fire Committee. Their goal is to discuss efficiencies within the county fire departments.

Cemetery

No report.

Publicity

None.

DEPARTMENT REPORTS

Highway

Mr. Yungfleisch shared the following:

- Will spend what is available on sealing roads. There is money in the accounts to cover.
- Sold the pick up truck and tires for approximately \$20k.
- Sold the bank teller counter tops and windows, filing cabinets, etc. at the new Town Hall.
- The salt price will stay the same this coming year.
- One of the MEO's is out for knee surgery. Mr. Cross will be covering when needed.

Assessor

No report.

ZEO/CEO

Mr. Mikolajczyk's report was emailed to members of the Town Board and is also available in the Town Clerk's office.

Town Clerk

Town Clerk Werth reported that she took in \$2,469.78 and remitted \$2,443.78 to the Supervisor for local share, \$26.00 to NYS Ag. & Markets for spay/neuter program.

Supervisor

Supervisor Hynes reported the following:

Councilman Chamberlain made a **MOTION**, second by Councilwoman Marshall to sign the Change Order for Nichols Long and Moore to upgrade the paint for the water tower.

Ayes: Augello, Coughlin, Chamberlain, Hynes, Marshall

MOTION CARRIED by unanimous vote (5-0)

Supervisor Hynes also reported:

- Joanne Soules, Elba Betterment Committee – Following up on her request to clean up the stones at

the Pine Hill Cemetery. Councilwoman Marshall was able to find the product, Wet&Forget, used in an Orleans County Cemetery. Mrs. Marshall stated she was able to use it successfully too. Supervisor Hynes will ask Town Attorney, David Schubel to draw up a volunteer waiver/release form for each participating adult to fill out.

- Construction continues on Water District 2.
 - Phase 3 – Sergi continues to work on this.
 - Phase 4 – Welding is almost done. Painting should start the week of June 22nd. Discussions continue on the size of letters and putting “Elba” on one or two sides.
 - Phase 5 – Randsco is hoping to finish up next week.
 - Phase 6 – The pipe is in the ground.
 - Phase 7 – Waiting on the bond resolution that Dave Schubel sent to the State Comptroller to move forward with this phase.
- Outside auditors for Rural Development will be in next week. They did ask for the policy handbook. This is still in the works. Supervisor Hynes would like to see these worked on one at a time with changes noted, then emailed to Board members, and approved all together once completed.

Councilpersons

Councilman Coughlin discussed the county and town reductions.

Councilwoman Marshall shared her concern regarding the increased activity of ATV’s/UTV’s in Town and in the Village. There has been excessive speed, damage to fields and seem to be quite aggressive in the village. Supervisor Hynes will check in with the Sheriff’s and State Troopers on what the Town can do.

Councilman Augello discussed that the company he works for is very busy. He is hopeful that the economy will be able to bounce back quickly from this Pandemic.

Councilman Chamberlain shared that Home Depot and Walmart have been very busy, he worries about the small businesses and restaurants. He also continues to enjoy the water.

ADJOURNMENT

MOTION was offered from Councilman Chamberlain second by Councilwoman Marshall to adjourn the meeting at 8:41 p.m.

Ayes: Augello, Chamberlain, Coughlin, Hynes, Marshall

MOTION CARRIED by unanimous vote (5-0)

Respectfully Submitted,

Trisha Werth
Town Clerk