

TOWN OF BETHANY

REGULAR TOWN BOARD MEETING

11 December 2017

Supervisor Hyde opened the December 11, 2017 Regular Town Board Meeting at 7:01 p.m. with a prayer offered by Supervisor Hyde followed by the Pledge of Allegiance.

Town Officials in Attendance were:

Carl Hyde, Jr., Supervisor	Daniel Adams, Councilman
Timothy Embt, Councilman	(Left at 7:35 pm)
Daniel Street, Councilman	Debbie Douglas, Town Clerk

Town Officials Absent were:

Jeffrey Fluker, Councilman	Joel Merle, Highway Superintendent
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Attendees to the Meeting were:

Gary Donnelly	Ray Cipriano
Barb Czworka	Greg Miller
Patty Famiglietti	

FINANCES

Supervisor Hyde presented the finances for November 2017.

General Savings	\$1,078,541.11
Highway Savings	\$ 186,294.03
AP/PR Account	\$ 127,493.78
Trust & Agency Account	\$ 1,796.73
Highway Checking	\$ 2,025.30
Supervisor	\$ 25,582.29
Petty Cash	\$ 200.00
Total	\$ 1,421,933.24

Revenues Received	
Debbie Douglas, Town Clerk	\$ 1,945.21
Ambit Energy	\$ 12.73
Ambit Energy	\$ 30.51
Genesee Co. Treasurer, Mortgage Tax	\$ 11,636.55
US Post Office	\$ 100.00
William Shea, Justice	\$ 817.00
Thomas McBride, Justice	\$ 1,537.00
Total Revenue	\$ 16,079.00
Total Interest	\$ 33.82
Total Revenue & Interest	\$ 16,112.82

RESOLUTION #65-2017 2018 FUEL BIDS - AWARD

WHEREAS, one bid for propane was received and opened as follows:

	<u>Supplier</u>	<u>Average</u>	
	<u>Price/Gal</u>	<u>Rack Price</u>	<u>Total</u>
Reisdorf Oil & Propane	\$0.40	\$0.9775	\$1.3775
	(Mt. Belvieu)		

and,

WHEREAS, one bid for gas and diesel was received and opened as follows:

	<u>Supplier</u>	<u>Average</u>	
	<u>Price/Gal</u>	<u>Rack Price</u>	<u>Total</u>
Reisdorf Oil & Propane			
#2 Diesel-Low Sulfur	\$0.0925	\$2.0653	\$2.1578
On-Road Diesel			
Unleaded Gasoline	\$0.0975	\$1.7303	\$1.8278
Min Octane 87			

WHEREAS, Reisdorf Oil and Propane is the lowest bidder for propane, and

WHEREAS, Reisdorf Oil and Propane is the lowest bidder for diesel and gas, now

ON MOTION made by Supervisor Hyde, duly seconded by Councilman Adams, be it

RESOLVED that the 2018 propane bid is awarded to Reisdorf Oil and Propane, and be it

FURTHER RESOLVED that the 2018 gas and diesel bid is awarded to Reisdorf Oil and Propane.

The motion **PASSED** with the following Roll Call Vote:

- | | |
|----------------------------|-------------------------|
| Supervisor Hyde - Yes | Councilman Adams – Yes |
| Councilman Fluker - Absent | Councilwoman Embt – Yes |
| Councilman Street – Yes | |

Town Clerk Report – Debbie Douglas

- Presented the Minutes of the November 13, 2017 Regular Town Board meeting.

A **MOTION** was made by Councilman Adams and seconded by Councilman Street to approve the Minutes of the November 13, 2017 Regular Town Board meeting as presented. The motion **PASSED** with All In Favor.

- The Clerk’s Monthly Report and Bank Statements for November were reviewed by the Town Board with payment in the amount of \$1,945.21.

CEO/ZEO Report – Thomas Douglas read by Town Clerk

- One new permit has been issued.
- Working on getting all forms and fees into the new BAS program.
- NYS Code has changed again concerning the number of unlicensed/unregistered vehicles allowed on a property. You can now have one.

Highway Superintendent Report – Joel Merle read by Town Clerk

- Summer equipment has been stored.
- The first significant snow fall of the season was on November 19 so now the highway department is busy with plowing and sanding/salting.
- All snow fence has been installed for the season.

- All of the pipes for the Mill Road project have been delivered. Now waiting for the DEC.
- Inspection for the underground fuel tank has been completed. According to DEC regulations, the tank will only pass inspection for two more years.
- Mowing back with the help from the Town of Alexander to illuminate some larger brush, areas.
- An auger sander was installed in truck 1201.

Town Justice Report

- Justice Shea’s monthly report for November 2017 was reviewed by the Town Board and payment was received in the amount of \$965.00
- Justice McBride’s monthly report for November 2017 was reviewed by the Town Board and payment was received in the amount of \$1,537.00.

Historian Report – Linda Schmidt read by Supervisor Hyde

- Thanked the Board for allowing attendance to conferences during the year and the funding to allow for the preservation of historical records.

Board Committee Reports

Councilman Street

- o The Planning Board reviewed and approved a land separation application.

OLD BUSINESS

Water Districts – Update

- Water District #2 – Will be going out to bid next week.
- Water District #3 – Bid opening is tonight in Stafford along with Stafford District #11.
- Water District #4 – No change.
- Water District #5 – Received quote for the performance of the Median Household Income survey.

RESOLUTION #66-2017 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF BETHANY AND G & G PROCESS SERVICES, INC. TO CONDUCT A MEDIAN HOUSEHOLD INCOME SURVEY FOR THE PROPOSED WATER DISTRICT #5

WHEREAS, the Town Supervisor wishes to retain G & G Process Services, Inc. to conduct a Median Household Income Survey (MHI) for the proposed Water District #5 at a cost of \$4,500.00 plus postage and includes door to door; now on

MOTION of Councilman Adams duly seconded by Councilman Embt, be it

RESOLVED that the Bethany Town Board hereby authorizes the Supervisor to retain G & G Process Services, Inc. for the aforementioned services and costs and to execute the agreement between the Town of Bethany and G & G Process Services, Inc.

Motion **PASSED** with the following Roll Call Vote:

- | | |
|----------------------------|------------------------|
| Supervisor Hyde – Yes | Councilman Adams – Yes |
| Councilman Fluker – Absent | Councilman Embt – Yes |
| Councilman Street - Yes | |

** Contract is below.

December 10, 2017

Hon. Carl Hyde Jr, Supervisor
Town of Bethany
10510 Bethany Center Rd.
E. Bethany, NY 14054

Re: Median Household Income Survey

Supervisor Hyde:

This letter of agreement serves to outline the terms under which G&G Municipal Consulting and Grant Writing (hereinafter referred to as “G&G”) would perform services for the Town of Bethany (“the Town”) and the reciprocating responsibilities to be provided by the Town to ensure success of the project.

PURPOSE

G&G shall conduct an Income Survey (“survey”) to determine the Median Household Income (MHI) of the proposed service area.

The MHI is used by State and Federal programs such as USDA Rural Development (RD) and NYS Clean Water State Revolving Fund (CWSRF) to assess funding program eligibility.

DELIVERABLES

G&G will perform the following:

1. Explain the purpose and benefits of the survey, explain the survey form, outline the survey strategy, and answer questions.
2. Obtain survey authorization from USDA
3. Draft the survey per State and Federal guidelines and confidentiality mandates.
4. Prior to distribution, G&G will randomly number each survey with the correlated address so that households will not be resurveyed.
5. Conduct and coordinate the survey mailing. Each mailing to all known households in the service area will include a cover letter (approved by the Town), the survey form, and a self-addressed stamped envelope (SASE).
6. **If necessary, conduct four (4) or fewer door to door canvassing events of non-respondents to ensure the necessary return rate percentage (per state and federal guidelines) is achieved. G&G firmly believes the only way to obtain a favorable MHI is by going door to door.**
7. Tabulate all survey returns to calculate the MHI.
8. Provide to the Town and the USDA, a findings summary, letter report, survey methodology, and any other documentation required by the funding agencies.

Town Responsibilities:

1. Provide a master list of all residences in the survey area in spreadsheet format. If the Town is unable to provide the list, a fee of up to \$350.00 will be charged.
2. Promote and advertise that G&G is performing the survey and urge all residents receiving a survey to accurately complete and return the survey form in a timely manner. The survey will be noted at Town meetings, posted in Town offices, local print and/or other methods as appropriate. G&G will provide a sample press release.
3. Review and revise as appropriate, the draft cover letter created by G&G promoting the purpose and importance of the survey. The cover letter will be on Town letterhead and used with the mailing of the survey.
4. The Town will provide the necessary postage for the survey mailing and the return envelopes.
5. Assist G&G with suggestions to maximize response efficiency.

COST

There are approximately 453 households in the proposed service area. This quote will tentatively be based on the number of households provided. I will adjust this preliminary quote as necessary.

Fee

\$4,500.00+ postage

Thank you for your consideration. I look forward to being of service to you and your municipality. Please don't hesitate to contact me with any questions.

Respectfully,
Jay Grasso

The Town of Bethany represents and warrants G&G Municipal Consulting and Grant Writing, that the individual executing this Letter of Agreement on behalf of the Town is duly authorized to execute and deliver this agreement, and that the terms enclosed are binding on the Town.

TERMS:
30% down
70% upon completion

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement as of the date of its signing.

Town of Bethany, NY

By: _____ (print) _____ (signature)

Date: _____

Title: _____

G&G Municipal Consulting and Grant Writing

By: _____ (print) _____ (signature)

Date: _____

Title: _____

Transfer Station – Update

- For the Fiscal Year 2017 the Transfer Station is operating at -\$692.06.
- China will no longer accept recycled products. This will result in a price increase for disposal of recyclables.
- Supervisor Hyde has spoken to Republic Services. They are offering a lower price for the removal of waste than we are currently paying Waste Management. The contract with Waste Manage expires in mid-January. They have been notified that the Town does not wish to automatically renew their contract.
- Republic Services has partnered with Covanta Energy. All waste, including recyclables, is taken to Covanta Energy where it is incinerated in an EPA approved facility and turned into electricity. By switching to Republic Services there would no longer be a need to separate recyclables or haul them away to the prison to be processed.

Old Fire Department Truck Garage – Update

- Supervisor Hyde was in the building a short while ago. There was 3 inches of standing water and mold starting to grow. CEO Douglas will investigate.

Underground Fuel Tank – Update

- Supervisor Hyde is obtaining quotes for having the tank removed and installing an above ground tank.
- The Town will most likely purchase a new tank as it will be less expensive.

Sale of Old Gravel Pit Property – Update

- Supervisor Hyde and Barb Czworoka walked the property to determine if there were items that needed to be removed from the property prior to sale.
- There are tires and fuel tanks that will need to be removed.
- There are two deer stands on the property. Supervisor Hyde left his business card on them asking the owners to call. These stands need to be removed immediately as they are a liability to the town. If they are not removed, they will be taken down and stored. If not claimed in 30 days, they will be auctioned when the property is auctioned.
- The Town's attorney informed Supervisor Hyde that all town property of this sort, where hunting is likely to take place, should be posted.

NEW BUSINESS**RESOLUTION #67-2017 AUTHORIZING THE HIGHWAY SUPERINTENDENT TO SIGN THE 2018 SNOW & ICE REMOVAL AND MOWING CONTRACT WITH GENESEE COUNTY**

This Agreement made this 11th day of December, 2017, by and between the County of Genesee acting through the Superintendent of Highways of said County and the **Town of Bethany** acting through the Superintendent of said Town as follows:

WHEREAS, Section 135-A of the Highway Law provides that the County Superintendent of Highways may contract with the Town Superintendent for the control of ice and snow on county highways and the cutting of noxious weeds within the bounds of the county highways subject to the approval of each of the Legislative bodies of said County and Town, and

WHEREAS, the Town is willing to perform the work of such control of ice and snow and the cutting of weeds upon such terms, rules and regulations as are contained herein and deemed by the County Superintendent of Highways to be for the best interests of the people of Genesee County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto; Witnessed:

1. The term of this **Agreement shall be for two (2) years** commencing January 1, 2018. At the expiration of each year of the term specified herein, as such term may be extended as herein provided, the Town shall notify the County Superintendent either
 - a. That it requests, with the approval of the County Superintendent 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 two-year term. If the Town fails to notify the County Superintendent as herein provided, it shall be deemed that the Town intends not to extend the term of the Agreement.
2. The Town shall provide all the labor, materials and equipment necessary for the control of snow and ice on such county highways as designated by the County Superintendent to the extent that the County Superintendent deems necessary to provide reasonable passage and movement of vehicles over said highways and shall include clearing of the pavement and pushing the snow as near the ditch line as practicable to provide room for future storms and ensure that it melts down to the ditches, together with sanding of hills, curves

and intersections and such other places as may cause dangerous driving conditions.

3. The Town shall provide all the labor, materials and equipment necessary for the mowing of weeds on such county highways as designated by the County Highway Superintendent. County highways shall be mowed to the standard of that to which Town Highways are mowed and maintained. It is the intent of these specifications that only areas accessible to tractor mowers shall be mowed.
4. The County Superintendent shall furnish the Town with a suitable map of such municipality which shall delineate the county highways within the boundaries of the town and shall show distinctively the county highways or parts thereof that are affected by this agreement. For each year of the term of the agreement, or for any extended term thereof, the map shall be modified to show the changes, if any, to the county highways affected by this agreement. Any such modification to such map, shall be agreed upon in writing by the County Superintendent and the Town.
5. In consideration of the performance of the Town for **control of snow and ice** on county roads, the County agrees to pay one-half the sums due on or before March 20 and the remainder on or before May 20, for the control of ice and snow on **21.79 miles** of county roads at the **rate of \$5,045.00 per mile** and **0 miles** of state touring roads (county roads) at the **rate of \$7,567.50 per mile** or the total cost of **\$109,930.55** for the year **2018**.
6. In consideration of the performance of the Town for **mowing** of county roads, the County agrees to pay on or before October 15, for the mowing of weeds on **21.79 miles** of county roads at the **rate of \$447.00 per mile** or a total cost of **\$9,740.13** for the year **2018**.
7. Both parties agree that due to the instability of economic conditions, the rate per mile for the year 2004 and each year thereafter, may be open to negotiations prior to the beginning of each year.
8. The county will indemnify, hold harmless and defend the town for any and all claims, actions, damages, loss and/or liability arising out of services performed pursuant to the terms of this contract on county roads by the town on behalf of the county, except under circumstances due solely and exclusively to the failure of the Town to perform its responsibilities under the contracts.

This agreement shall bind the successors assigned and representatives of the parties hereto.

MOTION of Councilman Embt duly seconded by Councilman Street, be it

RESOLVED, that Highway Superintendent Merle is hereby authorized to sign the Joint Agreement of Snow & Ice and Mowing on County Roads.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde - Yes	Councilman Adams – Yes
Councilman Fluker – Absent	Councilwoman Embt – Yes
Councilman Street – Yes	

Resignation of James Phillips from the Planning Board – Acceptance of

- James Phillips has submitted his resignation from the Town of Bethany Planning Board due to a change in his work schedule.

On **MOTION** of Councilman Street, duly seconded by Councilman Embt, the resignation of James Phillips is hereby accepted.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde - Yes	Councilman Adams – Absent
Councilman Fluker – Absent	Councilwoman Embt – Yes
Councilman Street – Yes	

Warrant

- The Board approved payment of the bills as follows:

	<u>Prepaid</u>	<u>Total</u>
General Fund	\$ 21,439.01	\$ 29,326.75
Highway Fund	\$ 23,347.50	\$ 37,519.24
Trust & Agency	\$ 0.00	\$ 0.00
Highway Capital Funds Project	\$ 0.00	\$ 0.00
Fire Protection Fund	\$ 0.00	\$ 0.00
Water Fund	\$ 0.00	\$ 0.00
Justice Fund	\$ 0.00	\$ 0.00

Adjournment

A **MOTION** was made by Councilman Street, duly seconded by Councilman Embt to adjourn the meeting at 7:45 p.m. The motion **PASSED** with All In Favor.

BY ORDER OF THE
BETHANY TOWN BOARD
DATED: December 12, 2017

Respectfully Submitted,

Debbie L. Douglas, RMC
Bethany Town Clerk