

**MEETING, TOWN BOARD OF GENOA**

**August 12, 2020**

A Regular meeting of the Town Board of Genoa, Cayuga County, State of New York was held at the Town Hall, 1000 Bartnick Road, Genoa NY on August 12, 2020.

Present: Lorie Sellen-Gross, Supervisor Paul Wheeler  
Cheryl Shields, Board Member via phone  
Don Slocum, Board Member  
Chris Stout, Board Member  
Brandon White, Board Member  
Sue Moss, Clerk

The meeting was called to order at 7 p.m. by Supervisor Lorie Sellen-Gross with the Pledge of Allegiance to the Flag.

**RESOLUTION 68-2020 APPROVAL OF July 8 MINUTES**

On a motion of Board member Slocum, seconded by Board member White, the following resolution was

ADOPTED Ayes 4 Sellen-Gross, Slocum, Stout, White  
Nays 0

**RESOLUTION 69-2020 APPROVAL OF SUPERVISOR’S FINANCIAL REPORTS**

On a motion of Board member White, seconded by Board member Slocum, the following resolution was

ADOPTED Ayes 4 Sellen-Gross, Slocum, Stout, White  
Nays 0

Resolved to approve the July 31, 2020 Supervisor’s Financial Report

**CLERK’S REPORT**

**Report on Revenues from Clerk’s Office for July 2020**

Marriage Licenses	\$ 35.00
Dog Licenses	144.00 (\$162 total - \$18 Ag & Markets population control fund)
Certified Copies	110.00
Building Permits	100.00

**Disbursements for July 2020**

Paid to Supervisor	\$ 389.00
Paid to NYS Health Dept/Marriage licenses	45.00

**RESOLUTION 70-2020 CLERK’S REPORT**

On a motion of Board member Stout, seconded by Board member Slocum, the following resolution was

ADOPTED Ayes 4 Sellen-Gross, Slocum, Stout, White  
Nays 0

Resolved that the July 2020 Clerk’s Report be approved

**HIGHWAY REPORT**

Brandon White

We worked with New York State and the Town of Venice grinding old asphalt off Route 90 from Aurora to the four corners in King Ferry. The material is piled on the corner of Rafferty Road and Route 90 for future use.

We worked with Cayuga County and neighboring towns getting chip sealing done.

Shop work - the engine oil pan on our F-450 had to be replaced due to corrosion. Also, the guys did service work on some equipment.

**ASSESSOR REPORT**

Lorie Sellen-Gross

I have been working from my home office (Throop office Monday AM) and coming to the Town office to access records or pick up mail. All person to person meetings with property owners have been at their property with mask and social distancing. I have worked diligently to provide great help and customer care in any aspect I am able to primarily by phone. Looking into the future and what upcoming office hours will look like is genuinely concerning for me. As you may know, my husband has experienced incredible illness and suffered much damage to body causing an extremely compromised immune system. I am hoping the Town will take in consideration the safety of residents and staff and modify office space to ensure distance and protection. Most Town Clerks already have customer window which allows for limited access and provides a protective barrier. I firmly feel this needs to be in place for the Assessor, Code Enforcement and any other offices within the building. During my office hours I mostly meet with elderly and disabled property owners who are most vulnerable to the Covid-19 virus. I personally am not willing to jeopardize their health or the health of my family by risking unnecessary exposure.

I have been and will continue viewing properties from the road, updating inventory and completing the day to day Assessment tasks from my home office.

Lorie will check with Heather for protection ideas.

**CODE ENFORCEMENT REPORT**

Lorie Sellen-Gross

The following is a summary of activity since the July 8, 2020 report:

- Issued five building permits.
- Performed routine inspections on outstanding permits and site inspections for new permits.
- Office hours on Monday afternoons and by appointment.

Summary of building permits issued since the July 8, 2020 report:

#20-33	Jonathan Orkin	126 Fire Lane 1	tear-off and re-shingle roof
#20-34	Glen Miller	771 Lake Road	40' x 60' pole barn
#20-35	Mary Balliett	211 Red Fox Lane	tear-off and re-shingle roof
#20-36	John Boles	9478 State Route 90	16' x 32' storage shed
#20-37	Willet Dairy & Brightmark Helios RNG LLC	23 Bell Circle	install concrete pad with biogas upgrading equipment and associated utilities

**WATER REPORT**

Sue Moss

Total - 3,784,500 gallons

Average - 122,081 gallons

Lorie received an email from Tim Steed (Hunt Engineers) which included Grant Street Construction's next payment application and the Genoa-King Ferry Water Improvement Punch List. These are items that need to be corrected or completed.

**OLD BUSINESS/UPDATES**

Solar information has been gathered from three Towns and passed on to Patrick for his input. Lorie will be meeting with Shannon Armstrong to discuss a replacement Historian for Marilyn Mann. Marilyn has retired.

Safety training is a yearly requirement for all Town employees and can be fulfilled by watching a webinar sponsored by Comp Alliance.

Cheryl Shields joined the meeting via phone.

Lorie received correspondence from Hunt Engineers regarding the options for repairing Baker Bridge and Bickel Bridge.

“Hunt offers two rehabilitation options (for Creek Road Bridge/Baker Bridge) that will slow the deterioration of the existing steel as well as extend the life of the structure and remove the current load posting. Paint samples were tested and the paint on the structure does contain lead which will be addressed by the contractor during the painting operations. The first rehabilitation option would be a painting project that would slow the deterioration of the existing steel which maintaining the current load posting of 13 tons. The second rehabilitation option would include the painting of the structure as well as steel repairs to the deteriorated girders so that the load posting can be removed.”

“Hunt offers three rehabilitation options (for Creek Road Bridge/Bickel Bridge) that will slow the deterioration of the existing steel as well as extend the life of the structure and remove the current load posting. Paint samples were tested and the paint on the structure does contain lead which will be addressed by the contractor during the painting operations. The first rehabilitation option would be a painting project that would slow the deterioration of the existing steel which maintaining the current load posting of 15 tons. The second option would include the painting of the structure and introduce concrete repairs to the areas associated with the current Yellow Flags. Option 2 would maintain the current load posting but remove all Yellow Flags as well as steel repairs to the deteriorated girders so that the load posting can be removed. The third rehabilitation option would be a major rehabilitation that would include extensive concrete repairs, structural steel repairs to the fascia girders, and painting all the structural steel. Option three would address all Yellow Flags remove the load posting and add additional life to the existing structure.”

Paul suggested closing both bridges or wait for the State to close them. Lorie will call the State. There are posted signs at each bridge. More info will be gathered.

**NEW BUSINESS**

**RESOLUTION 71-2020 HIGHWAY SHARED SERVICES AGREEMENT**

**WHEREAS**, the Cayuga County Legislature has reviewed and accepted the proposed 2019 Cayuga County Shared Services Plan ("2019 Plan") for 2020 at the October 22, 2019 meeting of the Cayuga County Legislature; and the Town Board and Town Highway Superintendent of the Town of Genoa has as well at their Board Meeting of 8/12/20; and

**WHEREAS**, the 2019 Plan for 2020 contains projects involving the County Highway Department sharing equipment and services with other local government entities; and

**WHEREAS**, shared services projects included in the 2019 Plan and implemented in 2020 require written agreements to be eligible for a State match of documented net savings; and

**WHEREAS**, local governments are eligible for FEMA reimbursements for disaster-related shared services if written agreements are in place between the local government entities prior to the disaster event; and

**WHEREAS**, all municipalities, including the County of Cayuga, have the power and authority to contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other municipalities, and

**WHEREAS**, it is hereby determined that the County of Cayuga and **other municipalities signing the agreement MAY** have machinery and equipment which is not used during certain periods, and

**WHEREAS**, it is determined that the County of Cayuga and **other municipalities MAY have materials and supplies on hand** which are not immediately needed, and

**WHEREAS**, it is hereby determined that by renting, borrowing or exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the County of Cayuga and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and

**WHEREAS**, it is the intent of the Genoa Town Board to give the **Genoa Highway Superintendent** the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the County governing board prior to the making of each individual arrangements, and

**WHEREAS**, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department, the authority to make similar arrangements, and

**WHEREAS**, it is hereby determined that it will be in the best interests of the Town of Genoa to be a party of such shared services arrangements; now, therefore be it

**RESOLUTION 71-2020 ADOPT HIGHWAY SHARED SERVICES AGREEMENT**

Stipulating that Lorie Sellen-Gross, as Town Supervisor, and Paul Wheeler, Highway Superintendent are hereby authorized to sign on behalf of the Town of Genoa the attached **Contract for Shared Highway Services.**

On a motion of Board member Slocum, seconded by Board member White, the above resolution was

**ADOPTED** Ayes 5 Sellen-Gross, Slocum, Shields, Stout, White  
Nays 0

**CONTRACT FOR SHARED HIGHWAY SERVICES**

- a. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned city/county/town or village.
  - b. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.
  - c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:
    - the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators
    - the providing of a specific service
    - the maintenance of machinery or equipment
  - d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways and/or superintendent of public works; in the case of a village, the superintendent of public works.
2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:
- a. The County of Cayuga agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the County of Cayuga. The determination as to whether such machinery, with or without operators, is needed by the County of Cayuga, shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
  - b. The County of Cayuga agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such

municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging, or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the best interests of the County of Cayuga to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the County of Cayuga, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

c. The County of Cayuga agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.

d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for purposes of workers compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.

g. Each municipality shall remain fully responsible for its own employees, including but not limited to, salary, benefits, and workers compensation.

3. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon.
4. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.
5. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.
6. In the event machinery or equipment is being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.
7. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be

- available for inspection by any municipality which has shared services with such municipality.
8. In the event a dispute arises relating to any repair, maintenance or shared service, and such dispute cannot be resolved between the parties, such dispute may be resolved through mediation and or arbitration.
  9. Any municipality which is a party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be submitted within thirty days of such revocation.
  10. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the City/County/Town/Village budget for highway purposes.
  11. The record of all transactions that have taken place as a result of the County of Cayuga participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the County governing board, shall be submitted to the County board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the County board requests the submission of records at different times and dates.
  12. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are a party to this contract to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.
  13. This contract shall be reviewed each year by the County of Cayuga and shall expire five years from the date of its signing by the chief executive officer. The County of Cayuga may extend or renew this contract at the termination thereof for another five-year period.
  14. Copies of this contract shall be sent to the clerk and the Superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the superintendent.

The Cayuga Hazard Mitigation Plan is progressing.

The Scat Van agreement was presented to the Board. It will remain the same as last year.

**RESOLUTION 72-2020 SCAT VAN AGREEMENT**

On a motion of Board member Stout, seconded by Board member Slocum, the following resolution was

ADOPTED Ayes 5 Sellen-Gross, Shields, Slocum, Stout, White  
Nays 0

Resolved that the Scat Van agreement be approved

The Town will be asking the lake residents to cleanup their properties so that fire trucks, ambulances and any other emergency vehicles will have access if needed. Lorie will place an article in the Tribune. This is for the safety of the residents.

The sales tax check received this quarter was \$157,000. It was down \$8700 from this time last year.

RESOLUTION 73-2020 **ADOPT NEWEST RETENTION AND DISPOSITION  
SCHEDULE FOR NY LOCAL GOVERNMENT RECORDS  
(LGS) EFFECTIVE 1/1/2021**

On a motion of Board member Slocum seconded by Board member White, the following resolution was

ADOPTED Ayes 5 Sellen-Gross, Shields, Slocum, Stout, White  
Nays 0

Resolved that the newest retention and disposition schedule be approved

Under the proposed regulations, local governments must adopt this new schedule by **January 1, 2021**, when the current schedules will no longer be valid. New Schedule will be available on-line and a hard copy will be available in our Records Room.

RESOLVED, By the Town Board of the Town of Genoa that Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein. FURTHER RESOLVED, that in accordance with Article 57-A: (a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

Three of the Town's wells (#2, #2A and #4) need cleaning. The total cost for this cleaning is \$41,400. The money will come from the Surplus Fund of the Water Fund.

RESOLUTION 74-2020 **APPROVAL OF THE CLEANING OF TOWN WELLS #2, #2A  
and #4**

On a motion of Board member Stout, seconded by Board member White, the following resolution was

ADOPTED Ayes 5 Sellen-Gross, Shields, Slocum, Stout, White  
Nays 0

Resolved that the well cleaning be approved

RESOLUTION 75-2020 **APPROVAL OF PAVING OF THE TOWN HALL PARKING  
LOT**

On a motion of Board member Shields, seconded by Board member White, the following resolution was

ADOPTED Ayes 5 Sellen-Gross, Shields, Slocum, Stout, White  
Nays 0

Resolved that the paving of the Town Hall parking lot (\$31,000) be approved

It was requested that the Water Committee meet with Bob Hunt regarding the Water Department, meet on a regular basis during the finishing stages of grant starting next week, review the water



policy hook-ups, charges, all pertinent info regarding the water district and place this current info on the website (while replacing outdated info).  
Update website info – definitely businesses in town.

RESOLUTION 76-2020 **APPROVAL OF BILLS**

On a motion of Board member Shields, seconded by Board member Stout, the following resolution was

ADOPTED Ayes 4 Sellen-Gross, Slocum, Shields, Stout  
Nays 0

Resolved to approve the bills as presented

With no further business, on a motion of Board member Shields, seconded by Board member Slocum, the meeting was adjourned at 8:10 p.m. Carried unanimously.

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Susan B. Moss, Town Clerk