

**BYRON TOWN BOARD MEETING**

May 11, 2022

The Byron Town Board Meeting was called to order by Supervisor Yasses at 7:00 p.m. with the following people present:

- Supervisor.....Peter Yasses
- Councilmen.....Jeff Thompson
- Eric Zuber
- Josh Kent
- Tom Felton
- Highway Superintendent.....David Leaton
- CEO/ZEO.....Melissa Ierlan
- Town Clerk.....Debra Buck-Leaton
- Invited Guests.....Jeff Smith, Municipal Solutions

**Public:**

- John Durand
- Ben Raccuia
- Vic Digregorio
- Candy Hensel
- Bill Stevens

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Supervisor Yasses.

**MINUTES:**

A **motion** was made by Councilman Kent to approve the Byron Town Board minutes of April 13, 2022 and April 21, 2022 as written. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote: Ayes: 5 Nays: 0

**SOLAR- Jeff Smith, Municipal Solutions:**

- Municipal Solutions is a municipal advisory firm, they mainly work on capital projects. They've worked with the Town in the past on water projects.
- Municipal Solutions can help the Town decide what the best options are for the PILOT and Host Agreement monies that the Town will be receiving from solar, and how to plan for the future.
- Municipal Solutions has worked with several towns in deciding the best use of the money they received, and what to do when the money runs out. They have come up with reserve plans and policies to maximize benefits to Towns.
- The best thing to do first is coming up with some written policies and long range plans. Also need to look at resale of equipment and replacement and how to get the best price out of resale of equipment.
- The Town could also benefit from mulit-year budgeting, deciding future costs of projects, and setting up asset management plans and enhancements that the Town wants to do and find investments with the highest rate of return.
- Municipal Solutions charges per hour, he will try to give an estimate of how long he believes it will take.

**PLANNING BOARD REPORT – Councilman Kent:**

·Discussed smaller solar project on Rte. 262, do not have an application yet, but discussed what was needed in order to move forward.

·Felipe Oltramari from Genesee County Planning was at the meeting to discuss Smart Growth areas again.

·Discussed zoning and facades of new commercial buildings.

A **motion** was made by Councilman Thompson to approve the Planning Board Report as given. The motion was seconded by Councilman Zuber and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

**HIGHWAY SUPERINTENDENT’S REPORT – David Leaton:**

- Picked up new pickup on Wednesday, May 4<sup>th</sup>
- Beginning paving on Merrill Road on May 17<sup>th</sup> or 18<sup>th</sup>
- One highway employee will be retiring in June

·The highway department would like to purchase a new mower. Received a quote from Bentley Brothers for a Pro Turn 672 Gravely 38.5 HP KAW 1000FX VTWIN X Factor mower for the state bid price of \$12,677.34

**PURCHASE OF 2021 PRO TURN 672 GRAVELY 38.5 HP KAW 1000 FX VTWIN X FACTOR MOWER**

**RESOLUTION #52:**

Councilman Kent offered the following resolution and moved for its adoption:

**WHEREAS**, the Town of Byron Town Board authorizes the Highway Superintendent to purchase the 2021 Pro Turn 672 Gravely 38.5 HP KAW 1000F VTWIN X Factor mover from Bentley Bros. in the amount not to exceed \$12,677.34.

Councilman Zuber seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 5           Nays: 0

**SALE OF SURPLUS HIGHWAY EQUIPMENT**

**RESOLUTION #53:**

Councilman Kent offered the following resolution and moved for its adoption:

**WHEREAS**, the Town Board of the Town of Byron hereby authorizes the sale of the following surplus equipment:

- 2011 2500 Black 2 door Chevy Silverado pickup truck (VIN #1GCKVG7BZ328099)

Councilman Felton seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 5           Nays: 0

A **motion** was made by Councilman Zuber to approve the Highway Superintendent’s Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

**SEWER REPORT:**

***Monthly:***

- Checked and maintained all filter bed pumps (N, S+C)
- Keeping track of pump hours on all pumps including Old School House, Walkers Corners and McElver Street lift station
- Took monthly samples

***Other:***

- 4/6/22 – Dealt with a tenant in the trailer park who had a plumbing issue
- 4/18/22 – Switched valving at the filter beds

·4/25/22 – Dealt with IRR Supply about ordering pumps

A **motion** was made by Councilman Felton to approve the Sewer Report as written. The motion was seconded by Councilman Zuber and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

**PROPOSAL FOR PROFESSIONAL SERVICES – TOWN OF BYRON WASTEWATER TREATMENT PLANT (WWTP) DISINFECTION WATER QUALITY IMPROVEMENT PROGRAM (WQIP)**

**RESOLUTION #54:**

Councilman Felton offered the following resolution and moved for its adoption:

**WHEREAS**, the Town of Byron Town Board authorizes the Supervisor to sign the Proposal for Professional Services for the Town of Byron Wastewater Treatment Plant (WWTP) Disinfection Water Quality Improvement Program (WQIP) between the Town of Byron and MRB Group in the amount not to exceed \$5,500.00.

Councilman Zuber seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 5           Nays: 0

**CEO/ZEO REPORT – Melissa Ierlan:**

·Did another fire inspection and will do the apartment building on Rte. 237 this Friday. Still trying to get in contact with the other apartment owner on Rte. 237, sent 2 letters now.

·Responded to one fire call as was contacted by Genesee County Dispatch. Met both fire chiefs and asked that they contact her when they are on scene so that she could address any code issues while they have control of the scene. It is easier this way because the law gives them the authority during a call and it is sometimes more difficult after they are gone to get access to the property and its owners.

·Monitoring the open complaints for property maintenance violations and people are slowly cleaning up. Three have had court appearances and follow ups this month to report their progress to the court.

·Completed most of the required 24 hours of training to keep certification. There are other training opportunities that she'll also take advantage of beyond what is required.

A **motion** was made by Councilman Zuber to approve the CEO/ZEO report as written. The motion was seconded by Councilman Felton and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

**PARK COMMITTEE REPORT – Councilman Felton:**

·Discussed the tree project at Trestle Park. Over 200 trees were planted. The Elba Boy Scouts, Byron-Bergen FFA, George Squires and David Leaton did a great job getting the trees planted.

·Jim Renfrew is retiring in July and the Board would like to do something in his honor.

·He encouraged the Park Committee to make a list of things they'd like to see done in the parks in the future.

·The Highway Superintendent would like to purchase a tree for the entrance of Trestle Park and put a plaque near it for the Bicentennial.

A **motion** was made by Councilman Zuber to approve the Park Committee report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

**CLEAN ENERGY RESOURCES INFORMATION COMMITTEE – Candy Hensel:**

- Completed 4<sup>th</sup> benchmarking action item
- The CEO/ZEO is attending Energy Code training program next month
- Continuing on with clean heating and energy audits
- Next meeting is Monday at 6:30 p.m.

A **motion** was made by Councilman Kent to approve the Clean Energy Resources Information Committee report as given. The motion was seconded by Councilman Zuber and carried with the following vote:

Vote:                   Ayes: 5                   Nays: 0

**ABSTRACTS**  
**RESOLUTION #55:**

Councilman Kent offered the following resolution and moved for its adoption:  
***Resolved,*** that the Byron Town Board pay the following abstracts:

<b><u>Fund:</u></b>	<b><u>Abstract:</u></b>	<b><u>Vouchers:</u></b>	<b><u>Amount:</u></b>
General Fund	#5	#102 - #118	\$9,454.92
Highway Fund	#5	#49 - #55	\$16,397.83
Sewer Fund	#5	#16 - #19	\$5,742.67
Water Improv. Benefit Area #1	#4	#6	\$59,491.99
General Post Audit	#4	#22 - #29	\$21,898.90
Sewer Post Audit	#4	#8 - #10	\$941.08

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote:                   Ayes: 5                   Nays: 0

**TOWN CLERK’S REPORT:**

Paid to the NYS Ag and Markets for spay/neuter program.....	\$55.00
Paid to NYS DEC for hunting/fishing licenses.....	\$512.83
Paid to the Town of Byron Supervisor.....	<u>\$3,640.12</u>
Total Disbursed for April 2022.....	\$4,207.95

A **motion** was made by Councilman Thompson to approve the Town Clerk’s Report as given for April, 2022. The motion was seconded by Councilman Felton and carried with the following vote:

Vote:                   Ayes: 5                   Nays: 0

**FINANCIAL REPORT:**

- The April 2022 Financial Report was reviewed.

A **motion** was made by Councilman Zuber to approve the April 2022 Financial Reports. The motion was seconded by Councilman Kent and carried with the following vote:

Vote:                   Ayes: 5                   Nays: 0

**SUPERVISOR’S REPORT:**

**Fire Department Committee:**

·Supervisor Yasses would like to have Councilman Felton and Councilman Zuber begin meeting with the Fire Departments again. He will get the Presidents’ phone numbers to them so they can start getting something set up.

**Sales Tax:**

Received Sales Tax in the amount of \$113,211.03.

**GENESEE COUNTY SUMMER RECREATION AGREEMENT**

**RESOLUTION #56:**

Councilman Kent offered the following resolution and moved for its adoption:

**WHEREAS**, the Town of Byron Town Board authorizes the Supervisor to sign the Agreement between the County of Genesee acting on behalf of the Genesee County Youth Bureau and the Town of Byron Summer Recreation Program with regard to funding the Town of Byron Summer Recreation Program in the amount of \$1,280.00

Councilman Felton seconded the resolution which was adopted by the following vote:

Vote:           Ayes: 5           Nays: 0

**Sleds of Stafford Landowner Permission Form:**

A **motion** was made by Councilman Felton to authorize the Supervisor to sign the Sleds of Stafford Landowner Permission for Land Use for S.O.S. Trails for 2022-2023. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

**OTHER BUSINESS:**

**WATER IMPROVEMENT BENEFIT AREA NO. 1:**

Still waiting for approval from Comptroller.

**PUBLIC COMMENTS:**

Ben Raccuia – With regard to WIBA#1 – he will be required to install a meter pit because his property is more than 500 ft. from easement, and wondered who will pay the cost of the meter pit. Can he dig his own trench to his house?

Supervisor Yasses – Yes, he can do it himself, you leave a whip and they will hook it up at curb stop, but he will talk to MRB Group.

Ben Raccuia – Irondequoit has delayed increasing assessments for a couple of years and would like the Board to do some research to see if the Town of Byron would benefit from this.

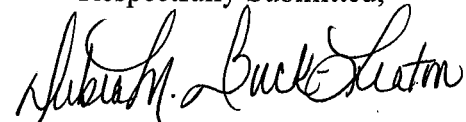
Councilman Kent – He would like to talk to the assessor to see what the ramifications would be.

**ADJOURN:**

A **motion** was made by Councilman Kent to adjourn the Byron Town Board Meeting at 8:39 p.m. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote:           Ayes: 5           Nays: 0

Respectfully Submitted,



Debra M. Buck-Leaton  
Byron Town Clerk

April 28, 2022

Supervisor Peter Yasses and  
Town Board Members  
Town of Byron  
7028 Route 237, P.O. Box 9  
Byron, NY 14422

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
TOWN OF BYRON WASTEWATER TREATMENT PLANT (WWTP) DISINFECTION  
WATER QUALITY IMPROVEMENT PROGRAM (WQIP)**

Dear Supervisor Yasses:

Thank you for the opportunity to submit a proposal to assist the Town with grant writing services for the Water Quality Improvement Program (WQIP).

As experienced advisors to many municipalities, MRB Group proposes to assist the Town with a funding application for their improvements to the existing Wastewater Treatment Plant and associated disinfection system.

## **I. Background**

On March 1, 2019 the NYSDEC notified the Town of Byron that effluent disinfection at the wastewater treatment plant (WWTP) will be required. Additionally, many components of the existing WWTPs are at the end of their useful lives.

The cost of the disinfection improvements and rehabilitation of the WWTPs are anticipated to be a significant burden on the residents of the sewer district. A WQIP grant application will be prepared to try to secure project funding to mitigate the financial impact of the project on the community.

**II. Scope of Services and Compensation****Grant Writing**

Working with the community, MRB Group will prepare a complete and competitive application based on the identified document requirements and municipal application checklists provided in each funding's individual guidance. Working with the Town, MRB Group will prepare the WQIP application based on the identified document requirements and application checklists provided in the 2022 WQIP guidance. Although the WQIP grant guidance for 2022 has not yet been published, our proposal assumes that the requirements will be substantially like the 2021 requirements.

Tasks to be coordinated and assembled as part of our grant writing services will include:

**WQIP Grant Submission**

- Complete Application Questionnaire
- State I.D. Number Requirement's / Registrations
- Environmental Review Documents & Findings
- Regional Economic Development Council Review
- USGS or DOT Planimetric Map
- Land Ownership / Land Use Agreement Documentation
- Local, State and Federal Planning Documents
- Written documentation of community involvement
- Copies of official project endorsements, partnerships, and letters of support
- Documentation of pre-construction planning, procurement of services, consultant qualifications, etc.

**III. Fee****Grant Writing**

For grant writing, MRB Group proposes a *lump sum amount* for the WQIP grant application.



Supervisor Peter Yasses  
Town of Byron  
**RE: WWTP GRANTS**  
April 28, 2022  
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**WQIP Submission**  
**Total Compensation (hourly, not-to-exceed) ..... \$5,500.00**

*The cost figures shown above represent our Lump Sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

**IV. Commencement of Work**

Upon receipt of the signed proposal, MRB Group will begin work on the project.



**V. Standard Terms and Conditions**

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your continued consideration of our firm.

We look forward to working with you on this project.

Sincerely,


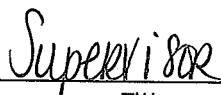
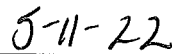


Jonathan D. Hinman P.E.  
Project Manager



James J. Oberst, P.E., LEED AP  
Executive Vice President/C.O.O.

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<b>PROPOSAL ACCEPTED BY:</b>		
		
_____ Signature	_____ Title	_____ Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS**

**A. TERMINATION**

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

**B. OWNERSHIP OF DOCUMENTS**

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

**C. ESTIMATES**

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

**D. INSURANCE**

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

**E. INDEPENDENT CONTRACTOR**

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

**F. SUCCESSORS AND ASSIGNS**

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

**G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS**

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

**H. INVOICES AND PAYMENT**

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

**I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

**J. P.S.O. NOT AN EMPLOYEE**

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

**K. INDEMNITY**

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.