

**TOWN OF SENECA**  
REGULAR MEETING AGENDA  
JULY 20<sup>TH</sup>, 2021

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7:30 PM Regular Board Meeting

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Privilege of the Floor
5. Supervisor's Report
  - a.
6. Approve Minutes of June 15<sup>th</sup>, 2021 Regular Meeting
7. Communications
  - a. Local ARPA Submission
  - b. Appreciation Letter for WFLTCC (BOCES)
  - c. Letter from CPL
  - d. NYS DOH Approval for Water Supply
  - e. Halfmoon Education Newsletter
  - f. ElanCity Newsletter
  - g. The Inside Dirt

8. Reports:

Highway
Water
CEO
Assessor
Town Clerk
Historian
Casella

9. Accept Supervisor, Town Clerk, and CEO Financial Reports
10. Warrants:
  - a. **Resolution #69-21:** 2021 Warrants
11. New Business
  - a. **Resolution #70-21:** 2021 Mowing Contract
  - b. **Resolution #71-21:** 2022 Authorize Participation in Cooperative Electricity Supply Bid
  - c. **Resolution #72-20:** Assessor's 2022 Re-Eval
12. Old Business
13. Privilege of the Floor
14. Adjournment

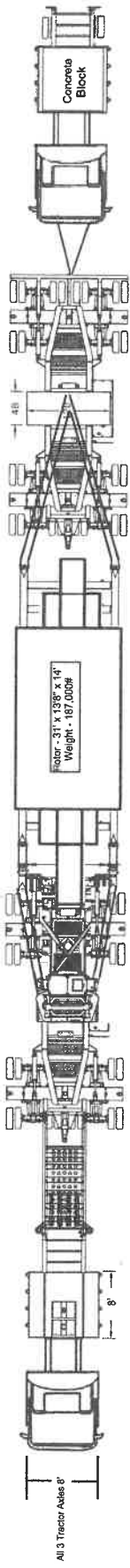
# TOWN OF SENECA HIGHWAY DEPARTMENT JULY 2021 MONTHLY REPORT

Town of Seneca Highway Department report from June 15, 2021 to July 20, 2021.

- We have replaced six crossed culverts that did not get done last year. One on Kennedy Lane, one on Ferguson Road, one on Little Church Road and three on Kashong Switch Road.
- Wedged Kashong Switch Road. Profiled and grader paved the South end of Little Church Road between Gorham Road and Wilson Road.
- Hauled in 1500 tons of 1A washed stone for chip sealing.
- Installed 200 feet of culvert and two catch basins at #2451 Kennedy Lane.
- Don has been working three days a week helping with roadwork and mowing roadsides.
- We are scheduled to mill the North end of Wilson Road between Gorham Road and State Route 14A on Wednesday July 21<sup>st</sup> haul it to the old shop in Stanley where it will be mixed with #2 washed stone and put back down Monday July 26<sup>th</sup> weather permitting. I found out through core sampling that this section of Wilson was not done when they did the rest therefore the reason that it is so rough. I emailed Haley a copy of the closure to put on the website and Facebook page.
- We got back the Case mowing tractor back from Monroe Tractor for the repair of damage to the steps and fuel tank mount from hitting a fire hydrant. This was an insurance claim therefore we couldn't do the work in house.
- We were able to get 11 loads of free millings from the roundabout at Smith Road and County Road 46. They are currently stored at the Hopewell Town Barns.
- I received two phone calls, one from Rich McFadden for the church in Seneca Castle along with one from Jason Palmer at #2997 Orleans Road in regards to the condition of sidewalks in front of their properties. I have told both gentlemen that I would put it in my report for the town board to address.
- I have reached out to multiple residents in regards to the open position in the highway department and have also asked around town if anybody knows of a resident that might be interested in applying.
- We had two high wind events this past month in the Number Nine Road and Leet Road area that caused a lot of tree damage that resulted in road blockages. We quickly responded to both events and cleared the roadways of debris.
- I received a call from Ontario County's bridge engineer in regards to a heavy hauler that wants to use Billsboro Road and Lake to Lake to move a 400 ton load through the area. The total length of the trucks and trailer is 195 feet with a trailer width of 18 feet. Our concern is bridge on Lake to Lake between Wabash and Route 14A not being able to handle the weight without a engineering study. The other concern that Geneva has is that Billsboro road only has a 5 ton weight limit and has a 12% grade off of Route 14. Chris has emailed them with our concerns and suggested that they find a different route.

Jim





All 3 Tractor Axles 8'

Tractor - 31' x 138" x 14"  
Weight - 187,000#

Counterweight

Rotor - 31' x 138" x 14"  
Weight - 187,000#

Corona Block

195' Overall Length

132' Trailer Length

15' 2"

21' 5"

46"

20' 1"

59"

16' 1"

59"

46' 7"

16' 1"

59"

10' 4"

18' 5"

4' 6"

Lifted

1  
18,000#  
2 tires  
Steerable  
425/65/22.5

2  
20,000#  
4 tires  
Fixed  
11R22.5

3  
40,500#  
8 tires  
Steerable  
245/70R17.5

4  
40,500#  
8 tires  
Steerable  
245/70R17.5

5  
40,500#  
8 tires  
Steerable  
245/70R17.5

6  
40,500#  
8 tires  
Steerable  
245/70R17.5

7  
40,500#  
8 tires  
Steerable  
245/70R17.5

8  
40,500#  
8 tires  
Steerable  
245/70R17.5

9  
40,500#  
8 tires  
Steerable  
245/70R17.5

10  
40,500#  
8 tires  
Steerable  
245/70R17.5

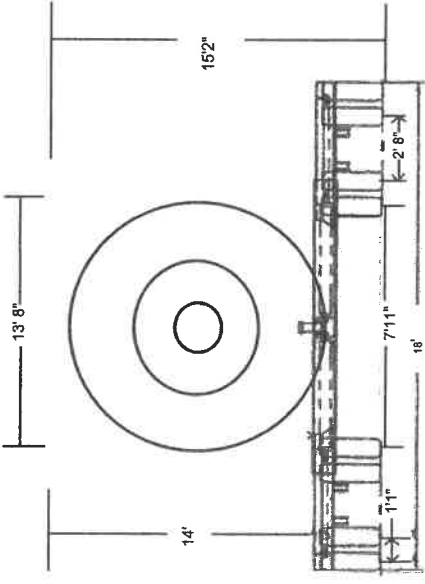
11  
40,500#  
8 tires  
Steerable  
245/70R17.5

12  
17,500#  
2 tires  
Steerable  
425/65/22.5

13  
20,000#  
4 tires  
Fixed  
11R22.5

14  
20,000#  
4 tires  
Fixed  
11R22.5

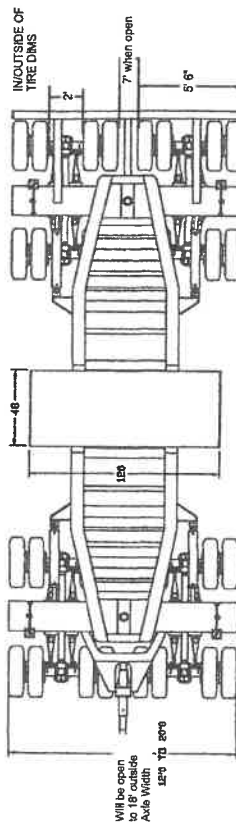
1	FRONT STEER AXLE
2	DRIVE AXLE
3	DUAL LANE AXLE
4	DUAL LANE AXLE
5	DUAL LANE AXLE
6	DUAL LANE AXLE
7	DUAL LANE AXLE
8	DUAL LANE AXLE
9	DUAL LANE AXLE
10	DUAL LANE AXLE
11	DUAL LANE AXLE



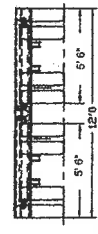
DUAL LANE DOLLYS

437,500 # Gross Weight  
195' x 18' x 152"

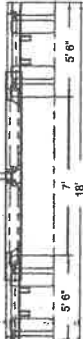
CENTER OF TIRES DIMS  
EXCEPT EXTREME OUTSIDE



Will be open to 18" outside axle width 18" to zero



SUSPENSIONS 1/2 CYLINDERS RETRACTED



**TOWN OF SENECA  
WATER DEPARTMENT  
July 2021 MONTHLY REPORT**

Town of Seneca Water District report from June 16, 2021, to July 20, 2021

- State Report for May has been completed and turned in to the Health Department.
- Monthly samples taken and passed.
- Dig safe tickets as requested.
- Flushed dead end hydrants.
- Mowed where needed.
- Met with Hunt at Kashong tank site.
- Raised hydrant on Wabash Rd. across from 4845 with a 6 inch riser and put risers on the valves.
- Did a final read on 3303 Sutton Road.
- Painted and serviced hydrants on Prospect Hill Road, South Street and Mott Road.
- Assisted home owner with meter pit issues at 3050 Johnson Road.
- Changed front and rear brakes and rear rotors and rotated tires on the 2018 Ford water truck.
- Removed sample points from yaegel Rd.
- Replaced broken hydrant flag on Rilands Rd.
- Removed trees at the town hall.
- Assisted homeowner with leak at 1687 Jacob St.
- Cleared fallen trees on the walking trail at the town hall.
- Read Quarterly meter billing.
- Weeded around fire hydrants.
- Assisted highway with culvert crossing on Kashong Switch Rd.
- Fixed transponder end point hit by mower at 3140 Whitney Rd.
- Installed trailer gate lift assist on mower trailer.
- Fixed water leak at 2358 Route 5 & 20.
- Continued to turn valves.
- Fixed the gate on the mowing trailer.
- Changed Transponder for meter at 2040 State Route 245.
- Assisted Casella at old recycling building with leak.
- Talked to homeowners at 1040 and 1046 Lake to Lake Rd. about hooking up to the town water.
- Full service on all hydrants CR #4, Johnson Rd., Prospect Hill Rd., Melvin Hill Rd., Jones Rd., Tileyard Rd., Buffalo St. and Orleans Rd.

***Town of Seneca Zoning Office***

3675 Flint Rd  
Stanley, NY 14561

July 20, 2021

To: Town Board Members

From: Jerry Hoover

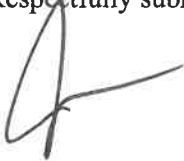
Re: Monthly report

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Enclosed is my monthly report for your review.  
Included for your review are the following:

- Highlights of activities for the month.
- Overview of collected fees for the month (payment detail report).
- Copy of the monthly permits issued report.
- Various attachments

Respectfully submitted,



Jerry Hoover

***Highlights of monthly activities – Zoning Office:***

The American legion as completed site plan review with the Planning Board. They are working through items with the Nicholson family regarding a strip on the west side for access to Red Jacket fields out back. I am meeting with all parties this Thursday to work through options.

With New York opening things back up our pavilion is now fully open at the 98 person capacity and we are no longer requiring contact trace sheet to be filled out. The pavilion remains very busy.

We have had some issues with the fire alarm system for the Highway building. The alarms are loss of supervision which I believe is a communication issue between the two buildings. SG Securities will be on site next Tuesday to isolate and repair the trouble. The alarm system remains working throughout the time to get a tech on site.

The American Legion is processing through site plan review to construct a new building east of Damico Chrysler. I anticipate them breaking ground later this summer.

# Cash Receipts Report

07/20/2021  
10:37:56AM

From: 06/01/2021 To: 06/30/2021

For User: All

## Payment Date: 06/02/2021

Module: Permit

Transaction: PA21-0038

Type: Permit App

Payor: Josh Bruen

Payment Amount: \$20.00

Payment Type:

Payment #:

Payment Detail:

Check #94/R-586942

00130917

\$20.00

Fee Type

Fee Amount

New/additional Non-habit

\$20.00

Transaction: PA21-0039

Type: Permit App

Payor: Michael D Moss

Payment Amount: \$25.00

Payment Type:

Payment #:

Payment Detail:

Credit #R-586943

00130918

\$25.00

Fee Type

Fee Amount

Swimming Pool

\$25.00

Permit Group Totals: \$45.00

06/02/2021 Group Totals: \$45.00

## Payment Date: 06/09/2021

Module: Permit

Transaction: PA21-0041

Type: Permit App

Payor: Young Explosives

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check  
#32396/R-586944

00130920

\$50.00

Fee Type

Fee Amount

Operating Permit

\$50.00

Permit Group Totals: \$50.00

06/09/2021 Group Totals: \$50.00

## Payment Date: 06/17/2021

Module: Permit

Transaction: PA21-0042

Type: Permit App

Payor: John L Daines

Payment Amount: \$20.00

Payment Type:

Payment #:

Payment Detail:

Check  
#897/R-586947

00130922

\$20.00

Fee Type

Fee Amount

Roof

\$20.00

Transaction: PA21-0044

Type: Permit App

Payor: Eric E Hansen

Payment Amount: \$25.00

Payment Type:

Payment #:

Payment Detail:

Cash #R-586947

00130923

\$25.00

Fee Type

Fee Amount

Swimming Pool

\$25.00

Transaction: PA21-0045

Type: Permit App

Payor: Jay Ladue LLC

Payment Amount: \$234.00

Payment Type:

Payment #:

Payment Detail:

Check  
#1652/R-586949

00130924

\$234.00

Fee Type

Fee Amount

Repair or Renovation

\$234.00



Payment Date: 06/17/2021

Module: Permit

Transaction: PA21-0046

Type: Permit App

Payor: Proctor Enterprise

Payment Amount: \$20.00

Payment Type:

Payment #:

Payment Detail:

Check  
#19619/R-586950

00130925

\$20.00

Fee Type	Fee Amount
Roof	\$20.00

Transaction: PA21-0047

Type: Permit App

Payor: Flexfume

Payment Amount: \$10.00

Payment Type:

Payment #:

Payment Detail:

Check  
#2930/R-586951

00130926

\$10.00

Fee Type	Fee Amount
Sign - Res/Agr.	\$10.00

Transaction: PA21-0048

Type: Permit App

Payor: Integrated Power Supply

Payment Amount: \$10.00

Payment Type:

Payment #:

Payment Detail:

Check  
#3856/R-586952

00130927

\$10.00

Fee Type	Fee Amount
Mechanical equipment	\$10.00

Permit Group Totals: \$319.00

Module: Project

Transaction: Z2021-0050

Type: Project

Payor: Patrick G Wright

Payment Amount: \$25.00

Payment Type:

Payment #:

Payment Detail:

Cash #R-586945

00130921

\$25.00

Fee Type	Fee Amount
Variance App. Res/Agr.	\$25.00

Project Group Totals: \$25.00

06/17/2021 Group Totals: \$344.00

Payment Date: 06/18/2021

Module: Project

Transaction: P2021-0161

Type: Project

Payor: Patrick King

Payment Amount: \$25.00

Payment Type:

Payment #:

Payment Detail:

Cash #R-586953

00130928

\$25.00

Fee Type	Fee Amount
Variance App. Res/Agr.	\$25.00

Project Group Totals: \$25.00

06/18/2021 Group Totals: \$25.00

Payment Date: 06/23/2021

Module: Permit

Transaction: PA21-0049

Type: Permit App

Payor: Shari C Bruzee

Payment Amount: \$240.00

Payment Type:

Payment #:

Payment Detail:

Cash #586928

00130931

\$240.00

Fee Type	Fee Amount
New/additional Habitable	\$240.00

Permit Group Totals: \$240.00

06/23/2021 Group Totals: \$240.00

**Totals:**

Cash \$315.00

Check \$364.00

Credit \$25.00

**Grand Total:** \$704.00

# Town of Seneca Permit Monthly Report

From : June 01, 2021 To : June 30, 2021

<u>Document #</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Document Type</u>	<u>Property Location</u> <u>SBL</u>	<u>Valuation</u>	<u>Amount</u>
<b>June</b>						
BP21-0037	6/2/2021	Michael Lynch	Porch/Deck	3323 Whitney Rd 102.00-1-14.120	\$50,000.00	\$20.00
<i>Replace side and front porches on house per plans</i>						
BP21-0038	6/2/2021	Michael Moss	Pool	4962 Wilson Rd 159.00-1-12.100	\$22,000.00	\$25.00
<i>Install above ground pool and 12 ft x 20 ft deck Install hot tub on new concrete pad.</i>						
BP21-0040	6/9/2021	John Karszes	Operating Permit	4011 Number Nine Rd 118.00-1-23.000	\$0.00	\$50.00
<i>Fireworks display on June 19, 2021. ~300 1.3G ad 1.4G shells All paperwork submitted.</i>						
BP21-0041	6/17/2021	John Daines	Roof	2083 St Rt 245 131.09-2-32.000	\$9,000.00	\$20.00
<i>Replace rubber roof of flat part of building and palce metal roof on pirlins on pitched part of roof.</i>						
BP21-0042	6/17/2021	Eric Hansen	Pool	2424 Wickham Ln 116.00-3-2.111	\$5,000.00	\$25.00
<i>Install above gorund pool</i>						
<i>Electric to be inspected and pool alarm to be installed</i>						
BP21-0043	6/17/2021	St Theresa Cath Church	Renovation/Alterations	2050&2054 St Rt 245 131.09-2-24.000	\$165,000.00	\$234.00
<i>Remodel former church into 5 apartments.</i>						
BP21-0044	6/17/2021	Scott Cline	Roof	4647 Co Rd 5 145.00-1-11.300	\$7,700.00	\$20.00
<i>Replace roof</i>						
BP21-0045	6/17/2021	D.P.H. Group LP	Sign	1080 Route 5 And 20 103.00-1-7.200	\$15,000.00	\$10.00
<i>Replace sign for business. Sign to conform with previously granted varaince. Sign to be located behind highway right of way.</i>						
BP21-0046	6/17/2021	Shannyn Pitkin	Mechanical	2828 Orleans Rd 88.00-1-3.100	\$9,000.00	\$10.00
<i>Install back up generator on south side of house.</i>						
BP21-0047	6/23/2021	William Colvin	Additions	2473 Route 5 And 20 101.00-3-21.200	\$100,000.00	\$240.00
<i>Install double wide manufactured home behind house. Will be attached to existing home by covered porch to create a 2 family home</i>						
<i>Install approximately 200 ft of fence in rear yard</i>						
<i>Remove two barns</i>						

<u>Document #</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Document Type</u>	<u>Property Location</u>	<u>Valuation</u>	<u>Amount</u>
				<u>SBL</u>		
				<u>June</u>	<u>\$382,700.00</u>	<u>\$654.00</u>
				<u>Reporting Period Total:</u>	<u>\$382,700.00</u>	<u>\$654.00</u>
				<u>Year-to-Date :</u>	<u>\$2,008,950.00</u>	<u>\$2,064.00</u>

## **Assessor's Report**

### **July 20, 2021**

We have received notification that our Final Equalization rate is 100%.

We have yet to receive notice of any small claims or Certiorari/Article 78 filings but they have 30 days to file after our Final Roll notice is published so they have time yet. I am anticipating both the solar will file as they have done in the past.

The board has before them a resolution to perform the 2022 Revaluation project. As we had discussed we were able to hold 2021 with plans to do in 2022. Market continues to be hot and property sales continue to be above assessments for the most part. I will stay on the conservative path, but in light of the current market will prove to be a challenge.

In continuing discussion with the attorney's and the County on the pending solar litigation alleged procedural deficiency in the enactment of the Local Laws opting out of solar exemptions it is the consensus and my recommendation that the Town "Out of an abundance of caution" re do and opt-out of all Solar exemption Local Law.

Sheila has drafted some nice language that explains it. Text that both the County and Town will use as a base. Basically explains we have prior opted out of the solar exemptions, identifying the recent litigation, states the Town defends the validity of our 2014 & 2018 Local Laws opting-out and maintain the Towns prior opt-out of all solar exemptions remains in effect and that the Town seeks to reiterate its intent to opt-out of all solar exemptions and eliminate basis for any future allegations of procedural deficiencies.

In a nut shell this fits it to a tee and stops any future questions. If the board is in agreement we will finalize the draft Local Law and proceed with the steps in the coming month to adopt.

Please feel free to contact me at any time for any questions or concerns.  
Shana Jo

# Town Clerk's Report

July 2021

→ In the month of June, the office processed the following

New Dog Licenses	3
Dog License Renewals	25
Dogs with changed status	10
Marriage Licenses	0
DEC Licenses	6
Certified Copies	3
Other	

- Sent out dog license renewals and delinquent dogs as needed and updated the system accordingly.
- Updated the Website & Facebook accordingly- posted a couple of road closures
- Updated the Town Pavilion paperwork due to restrictions being lifted (no longer need a waiver or a sign-in sheet)
- Purchased a new key cabinet that fits all of the town keys, labeled, organized, and had Jerry hang it up for me.
  - Also created a new list of which keys go to which doors.
- Updated the Town Boards and committees contact sheet with all of the correct election/appointment information as well as phone numbers and some email addresses. This sheet is attached for your record.

Respectfully,  
Haley S. Eagley

# EMPLOYEE DIRECTORY

(for Town Board and In-Office use only)

Name	Title	Term	Phone	Email
<b>SUPERVISOR'S OFFICE- 4 YEAR TERM</b>				
Andrew Wickham	Supervisor	2018-2021	(585) 729-1478	supervisor@townofseneca.com
Jason Mosher	Deputy Supv.		(585) 752-4832	jasonjmosher@hotmail.com
Shana Jo Hilton	Bookkeeper		(585) 747-9698	shanajo@townofseneca.com
Mike Roulan	Town Attorney		(315) 789-8580	mikejroutan@gmail.com
Mary Beer	Health Officer	2018-2021	(585) 396-4343	mary.beer@co.ontario.ny.us
<b>TOWN CLERK'S OFFICE- 4 YEAR TERM</b>				
Haley Eagley	Clerk / Tax Coll.	2018-2021	(607) 351-3479	townclerk@townofseneca.com
Shana Jo Hilton	Deputy Clerk		(585) 747-9698	shanajo@townofseneca.com
<b>ASSESSOR'S OFFICE- 6 YEAR TERM</b>				
Shana Jo Hilton	Assessor	2019-2025	(585) 747-9698	shanajo@townofseneca.com
<b>PLANNING, ZONING, AND CEO OFFICE</b>				
Jerry Hoover	CEO		(585) 329-2136	ceo@townofseneca.com
<b>HISTORIAN'S OFFICE</b>				
Kathy Mastellar	Historian		(315) 719-1972	historian@townofseneca.com
John Gordner	Volunteer (Tu)		(585) 729-2318	gordner2856@gmail.com
Lisa Snyder	Volunteer (Tu)		(315) 781-2661	snyder3940@netzero.net
Lois Harvey	Volunteer (Th)		(585) 526-6170	lois1224@yahoo.com
Dorothy Oswald	Volunteer (Th)		(585) 526-5083	oswald.dorothy@gmail.com
<b>WATER DEPARTMENT</b>				
Brian Prater	Superintendent		(315) 759-4445	water@townofseneca.com
Randy Coolbaugh	PWMA		(607) 343-7307	
Tyler Cosentino	PWMA		(315) 759-3809	
<b>HIGHWAY DEPARTMENT- 4 YEAR TERM</b>				
Jim Lawson	Superintendent	2018-2021	(585) 261-1263	highway@townofseneca.com
Alan Goda	MEO / Mechanic		(315) 521-4257	
Rodney Swartley	MEO		(585) 526-6141	
Aaron Smith	MEO		(585) 721-1680	
Mike Murphy	MEO		(585) 526-5256	
Brandon Ayers	MEO/ Dep Super		(585) 880-2299	
Vacancy				
<b>TOWN COURT- 4 YEAR TERM</b>				
Dave Campbell	Justice	2020-2023	(585) 526-5271	
Paul Hood	Justice	2019-2022	(315) 521-6941	phood@nycourts.com
Sue Campbell	Court Clerk		(585) 260-5271	tscourt@frontiernet.net
Micah Sprague	Constable		(585) 746-4580	mssprague343@gmail.com

# EMPLOYEE DIRECTORY

(for Town Board and In-Office use only)

TOWN BOARD- 4 YEAR TERM   MEETS 3RD TUESDAY OF EVERY MONTH				
Andrew Wickham	Supervisor	2018-2021	(585) 729-1478	supervisor@townofseneca.com
Jason Mosher	Council/D.Supv	2020-2023	(585) 752-4832	jasonjmosher@hotmail.com
Jesse Orbaker	Councilmember	2020-2023	(585) 738-2589	jesseorbaker@gmail.com
Howard Keeney	Councilmember	2018-2021	(585) 314-9994	hkeeney@rochester.rr.com
James Malyj	Councilmember	2018-2021	(315) 945-2046	malyj87@gmail.com
Haley Eagley	Clerk / Tax Coll.	2018-2021	(607) 351-3479	townclerk@townofseneca.com
PLANNING BOARD- 7 YEAR TERM   MEETS 4TH MONDAY OF EVERY MONTH IF THERE IS AN APPLICATION				
Kelly Jensen	Chair	2019-2025	(585) 738-9201	lawnhurst@frontiernet.net
Dave Patrick Jr.		2020-2026	(512) 789-9845	biff.turboshooter@gmail.com
Bob Rhodes		2014-2020	(585) 526-5731	rkr492000@yahoo.com
Tim Marks		2015-2021	(585) 526-5652	marksbuilding@yahoo.com
John Nicholas		2016-2022	(315) 789-5310	john.nicholas@farmcreditny.com
Ashli Kunes		2017-2023	(585) 734-7836	ashlr24@gmail.com
Scott Hunt		2018-2024	(585) 526-6560	hunt_scott0016@yahoo.com
ZONING BOARD OF APPEAL- 7 YEAR TERM   MEETS THURSDAY AFTER THE 4TH MONDAY IF THERE IS AN APPLICATION				
Todd Hoover		2019-2025	(585) 526-6209	
Eric Hansen		2020-2026	(585) 526-6114	
Norbert Amberg	Chairman	2014-2020	(585) 526-6316	
Kate Silvertrim- Jensen		2015-2021	(585) 526-5068	
Jerad Campbell		2016-2022	(585) 732-5271	
Teresa Jackson		2017-2023	(585) 526-5095	
Rick Jantzen		2018-2024	(585) 526-6687	
Bryant Jones	Alternate		(585) 733-0339	
BOARD OF ASSESSMENT REVIEW- 5 YEAR TERM (1ST DAY OF OCT.)   MEETS 4TH TUESDAY IN MAY (GRIEVANCE)				
Colleen Cappiello		2019-2023	(585) 526-5963	
John Gordner		2020-2024	(585) 729-2318	
John Nicholas	Chairman	2021-2025	(315) 789-5310	
Shaun Kunes		2021-2025	(585) 797-8075	
Tara Rago		2018-2022	(585) 506-7171	
AGRICULTURAL COMMITTEE- 7 YEAR TERM   MEETS AS NEEDED				
Ken Snyder		2019-2025	(315) 781-2661	
Duane Blowers		2020-2026	(585) 233-0488	
Casey Kunes	Chairman	2014-2020	(585) 526-6291	
John Karszes		2015-2021	(585) 259-5451	
Donald Jensen Jr.		2016-2022	(585) 738-9403	
Kevin Phalen		2017-2023	(585) 526-5447	
Cliff Earl		2018-2024	(585) 526-6028	
LANDFILL ADVISORY COMMITTEE- MEETS THE 3RD MONDAY OF EVERY OTHER MONTH				
Mary Frarey			(585) 526-5143	
Tim Scoon			(585) 526-6752	
Jason Dunham			(585) 526-6138	
Shana Jo Hilton			(585) 747-9698	



## Town of Seneca - Historian's Report

July 20, 2021

John & I welcome back volunteer Lisa Snyder! She continues to work on obituaries and property records at home, but is now coming in occasionally to help me with other files. Her knowledge is greatly appreciated regarding how things worked in the office.

There have been no new research inquiries this month.

At the last Town Board meeting Drew suggested Ancestry.com as a tool to find missing supervisor pictures. I will inquire about a subscription for use by the Historian's office.

June Hours: Volunteer hours were: John 8 ½  
Lisa 4

My hours were: 15.75

*Kathy Mastellar*  
*Town Historian*

Start exploring the world's largest online family history resource today.†

Choose a membership to try.

First Bill • Jul 6 Second Bill • Jan 6

	Monthly membership	6-month membership or pay monthly
 <b>U.S. Discovery</b> Access all U.S. records on Ancestry	\$24.99	SAVE \$50* \$99
 <b>World Explorer</b> Access all U.S. & international records on Ancestry	\$39.99	SAVE \$90* \$149
 <b>All Access</b> Get full membership to: • Ancestry • Newspapers.com Basic* • Fold3.com	\$49.99	SAVE \$100* \$199









Get started

Plan Comparison

U.S. Discovery  World Explorer  All Access 


Included in All Plans Hide All ^

 <b>Ancestry Hints*</b> Where we do the searching for you to expand your family tree.	✓	✓	✓
 <b>Family Tree Building Tools</b> See how you're related to family members across generations.	✓	✓	✓
 <b>Family Tree Sharing</b> Invite other family and friends to view or edit your tree.	✓	✓	✓
 <b>Family Media Upload</b> Save and preserve family records, stories, and photos to your account.	✓	✓	✓
 <b>Ancestry Member Community</b> Connect with millions of other Ancestry® members to ask for help, share ideas, and make&nbsp;discoveries.	✓	✓	✓
 <b>Support</b> <b>Need help?</b> 1-800-ANCESTRY 7 days a week, 9am-11pm ET	✓	✓	✓

More  
Most  
Records

Record Access

Least  
Records

<b>Access to all U.S. records on Ancestry</b> Explore the billions of records in our U.S. record collection including birth, marriage, death and census records.	✓	✓	✓
<b>Access to all international records on Ancestry</b> Access more than 3 billion international birth, marriage, death, census, military, religious, and other records.		✓	✓
<b>Newspapers</b> Basic subscription  Search for family stories in more than 142 million U.S. and world articles on&nbsp;Newspapers.com™.			✓
<b>fold3</b> Additional military records Search for family stories in more than 537 million U.S. military records on Fold3®.			✓

**TOWN OF SENECA**  
**LANDFILL STATUS REPORT**

July 20, 2021

Cell Construction

MES has almost completed placing the barrier protection layer for the stage I closure project. Construction of the new haul road is complete. Excavation of the old haul road has begun as part of the cell construction project. Still on schedule but have lost some days due to inclement weather.

Gas Infrastructure

Gas well drilling is in progress.

Stormwater

Stormwater system maintenance, cleaning and repairs are ongoing.

Operations

Cover improvement and stabilization continues.

Regulatory

A supplement to the Title V air permit renewal application was submitted to NYSDEC. Since the last Town of Seneca Landfill Status Report was submitted (6/11/2021), nine NYSDEC inspection reports have been received for 6/11, 6/14, 6/17, 6/22, 6/23, 6/28, 6/29, 7/6, and 7/13. No violations were noted.

Activities and events at the landfill (tours, collection events, etc.)

On 4/24, the first household hazardous waste collection event was held and the second is scheduled for 9/11.

On 7/14, two presentations were given to students from the Environmental Studies Summer Youth Institute (ESSYI).

**TOWN OF SENECA**  
REGULAR BOARD MEETING  
July 20<sup>th</sup>, 2021

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**Resolution #69-21**

Authorization to Pay the 2021 Audited Vouchers

Claim Category	Claim Numbers	Claim Amount
GENERAL		\$ 20,139.84
HIGHWAY	326, 327, 340, 360-374	\$ 52,443.83
WATER	96 - 116	\$ 117,239.53
SEWER	332 & 333	\$ 71.43
HALL LIGHTING	334 & 335	\$ 425.72
STANLEY LIGHTING	336 & 337	\$ 392.45
SENECA CASTLE LIGHTING	338 & 339	\$ 330.49
TRUST & AGENCY	41 - 57	\$ 3,411.51
WATER CAPITAL SYSTEM		

AYES	NAYS	ABSTAIN	ABSENT	MOTION	SECONDED	CARRIED
4	0	0	1	Councilman Keeney	Councilman Malyj	Yes

**TOWN OF SENECA**  
REGULAR BOARD MEETING  
July 20<sup>th</sup>, 2021

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**Resolution #70-21**

Authorize Extension of County Mowing Contract

**WHEREAS**, the Commissioner of Public Works for Ontario County has submitted a request to the Town of Seneca to extend the Mowing Contract agreement for one-year, covering the 2021 mowing season; and

**WHEREAS**, the reimbursement schedule for labor and hourly equipment remains the same as it was for the 2020 mowing season; and

**WHEREAS**, it is the recommendation of the Highway Superintendent to extend the Mowing Contract agreement with Ontario County for the 2021 mowing season; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Seneca hereby authorizes the extension of the Ontario County Mowing Contract and directs the Highway Superintendent to sign the extension.

AYES	NAYS	ABSTAIN	ABSENT	MOTION	SECONDED	CARRIED
4	0	0	1	Councilman Mosher	Councilman Keeney	Yes



# Ontario County Public Works

William C. Wright, P.E.  
Commissioner of  
Public Works  
Office: (585) 396-4000

2962 County Road 48  
Canandaigua, New York 14424-9553  
www.co.ontario.ny.us  
email: dpw@co.ontario.ny.us

John E. Berry, P.E.  
Deputy Commissioner  
of Public Works  
Facsimile: (585) 396-4283

HIGHWAYS ~ ENGINEERING ~ WASTEWATER SYSTEMS & SEWERS ~ BUILDINGS & GROUNDS ~ PARKS ~ PUBLIC WORKS FINANCE

TO: Town Supervisors

FROM: William C. Wright, P. E.  
Commissioner of Public Works

DATE: May 17, 2021

SUBJECT: Mowing Contract

I am asking the eleven towns to renew the current mowing contract for the 2021 season. Please take a moment to fill out the response section at the end of this letter.

In 2017, the Board of Supervisors adjusted the rates to account for increased fuel and parts. Equipment rates are \$28.89 for a dual mower, \$26.36 for a single mower and \$36.90 for boom style mowers. Labor and fringe benefits will be paid as actual costs. I am encouraging the Towns to accept the rates through 2021.

Remember to complete the fringe benefit calculation form included with this letter, as no payment may be processed without it. Also complete the Mowing County Roadsides form. The invoice form is to be used for billing. It is completed by you and submitted during the mowing season.

The Schedule A needs to be filled out and returned to our office with this contract.

**SCHEDULE A**

Specifications for Roadside Mowing:

1. All work shall be performed in accordance with applicable laws, rules, regulations and ordinances, and generally accepted highway maintenance standards and guidelines.
2. All roadside vegetation, except Crown Vetch, shall be mowed twice between June 7 and August 15, and as many times as may be required in the judgment of the Town Superintendent or as directed by the Commissioner.
3. Crown Vetch slopes are not to be mowed during the first three years after planting. After that time, Crown Vetch shall not be cut lower than 6 inches.
4. Roadside slopes and sight distance corners shall be mowed at least to the ditch line. Back slopes shall be mowed where accessible. Roadside slopes greater than one on two shall not require mowing.
5. The Town shall bill the County monthly or at the end of the mowing season, on the form provided by the County. The County shall not be billed for equipment down time or travel time between County roads.

Roads to be Mowed by the Town of Seneca

County Road (s) 5, 49 in its entirety.

County Road 20 between SR 5820 and Phelps Town Line

Or as detailed herein:

County Road 4 between Hopewell Town line and Geneva  
Town line.

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**THIS INTER-MUNICIPAL AGREEMENT** (this "Agreement") made May 1, 2021 by and between **THE COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424 (hereinafter referred to as the "County") and **TOWN OF SENECA**, having an office at TOWN HALL, 3675 FLINT ROAD STANLEY, NY 14561 (hereinafter referred to as the "Municipality"). The County and Municipality are sometimes referenced to in this Agreement individually as a "Party" or collectively as the "Parties."

**WHEREAS**, the County desires to obtain Municipality's services in connection with Mowing of County roads; and

**WHEREAS**, the Municipality desires to provide such services for the compensation and on the terms herein provided.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the Parties agree as follows:

**FIRST:** The Municipality shall furnish the service provided in the Schedule "A" which is attached hereto and made a part hereof. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule "A," the terms and provisions of this Agreement shall control.

**SECOND:** For the services rendered pursuant to the "FIRST" Paragraph, the Municipality shall be paid a fee not to exceed Schedule A. If grant funds will be used to pay for the services, and labor is involved, the Municipality shall sign and notarize the Certification to Training and Rate which is attached hereto and made a part hereof.

The County may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment and compliance with the terms of this Agreement. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

**THIRD:** This Agreement shall commence on May 1, 2021, and shall expire on December 31, 2021, except as extended by the County in writing and if required, duly approved by the County's Board of Supervisors.

**FOURTH:** The Municipality shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of the Municipality's obligations under this Agreement.

**FIFTH:** The County, upon thirty (30) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest, whether with or without cause.

If this Agreement is terminated, the Municipality shall be compensated and the County shall be liable only for payment for services rendered under this Agreement up to the effective date of termination. In the event of a dispute as to the value of the services rendered by the Municipality, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

**SIXTH:** All original records compiled by the Municipality in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data,

shall become and remain the property of the Municipality. The County shall be permitted to request and use copies of such records for its own purposes.

**SEVENTH:** Every subcontract shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed to be work performed by the Municipality and the Municipality shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

**EIGHTH:** Deleted.

**NINTH:** The Municipality expressly understands and agrees that the Municipality is and shall in all respects be considered an independent contractor. The Municipality, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the Municipality to render services hereunder, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, Municipality, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Municipality will defend and indemnify the County for any said penalty or related penalty.

**TENTH:** The Municipality shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Municipality as an employer of labor or otherwise. The Municipality shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed by the Municipality to render the services hereunder.

Furthermore, in performing under this Agreement, the Municipality shall comply with all Federal, State, local laws and regulations and any terms and conditions of a grant associated with this Agreement. Municipality agrees that, to the extent it is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it will comply with all applicable requirements of HIPAA. Municipality shall comply with the rules and regulations of the County. The County's Compliance Plan regarding Federal and State fraud and abuse laws is available on the County's website at <http://www.co.ontario.ny.us/DocumentCenter/Home/View/236>. The Municipality shall abide by the terms of this Plan when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with a copy of the Plan or given access to the Plan.

**ELEVENTH:** The Municipality expressly agrees that:

(a) in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Municipality, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the Municipality, any subcontractor, nor any person acting on behalf of such Municipality or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any

Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

FIFTEENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the Parties to the maximum extent possible.

SIXTEENTH: The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

SEVENTEENTH: The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

EIGHTEENTH: Notwithstanding, in accordance with Section 362 of the County Law, the County shall have no liability under this Agreement to Contractor or to anyone else beyond funds appropriated for this Agreement.

NINETEENTH: This Agreement shall not be enforceable until signed by all Parties and approved by the County of Ontario.

TWENTIETH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWENTY-FIRST: The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

**IN WITNESS WHEREOF,** The County and the Municipality have executed this Agreement.

## Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided by the **Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

ANY change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

### **Workers' Compensation and Disability Insurance:**

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us).

### **Liability Insurance**

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

- a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.
- c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

- d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a "tail policy").
- c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an "additional insured" (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.
- d. "Certificate Holder" shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.
- e. The Description of Operations must say "Vendor/Contractor/Consultant services provided as per contract with Ontario County."

#### **Notice of Non-renewal, Change, or Cancellation**

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

#### **Proof of Insurance**

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

#### **Limitation of Liability**

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor's/Contractor's/Consultant's liability.

#### **Waiver of Subrogation**

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

#### **Primary Coverage**

Vendor/Contractor/Consultant's insurance shall be primary and the County's self-insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
<b>Commercial General Liability</b>							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
<b>Auto Liability</b>	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
<b>Workers Compensation &amp; Employers Liability</b>	See Below	See Below	See Below	See Below	See Below	See Below	
<b>Disability Benefits</b>	See Below	See Below	See Below	See Below	See Below	See Below	
<b>Professional Liability</b>				\$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

**Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>**

(\*\*\*) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

## **Workers' Compensation Requirements under Workers' Compensation Law §57**

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us). Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form C-105.2, *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

## **Disability Benefits Requirements under Workers' Compensation Law §220(8)**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) DB-120.1, *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) DB-155, *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

**NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.businessexpress.ny.gov/> or

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Finger Lakes Partners Insurance Services, Inc. 62 Reed St P.O. Box 431 Geneva NY 14456	<b>CONTACT NAME:</b> Lisa Wimmer <b>PHONE (A/C, No, Ext):</b> (315) 789-0700 <b>E-MAIL ADDRESS:</b> lwimmer@fingerlakesinsurance.com	<b>FAX (A/C, No):</b> (315) 789-8577	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Town Of Seneca 3675 Flint Rd  Stanley NY 14561	<b>INSURER A:</b> Argonaut Insurance Group		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 2021-2022                      **REVISION NUMBER:**

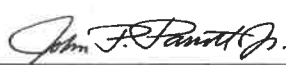
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PE-4600281-19	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		Y	PE-4600281-19	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$ 50,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE      OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
AS PER POLICY FORMS AND CONDITIONS

### CERTIFICATE HOLDER

### CANCELLATION

Ontario County Purchasing Department 20 Ontario St  Canandaigua NY 14424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only) TOWN OF SENECA 3675 FLINT RD STANLEY, NY 14561-9575</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (585) 526-5595</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 166002369</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ONTARIO COUNTY 20 ONTARIO STREET CANANDAIGUA, NY 14424</p>	<p>3a. Name of Insurance Carrier <b>New York State Insurance Fund (NYSIF)</b></p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL 1463 40 - 6</p> <p>3c. Policy effective period 07/01/2020 to 07/01/2021</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits  
 B. Disability benefits only  
 C. Paid family leave benefits only

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law  
 B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/19/2021 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Melissa Jensen, Director of Disability Insurance Unit

**IMPORTANT:** If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

**TOWN OF SENECA**  
REGULAR BOARD MEETING  
July 20<sup>th</sup>, 2021

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**Resolution #71-21**

Authorize Participation in Cooperative Electricity Supply Bid

**WHEREAS**, the Town of Seneca, Ontario County, New York, desires to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase for supply of electricity; and

**WHEREAS**, the Town of Seneca is desirous of participating with The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law § 119-o; and

**WHEREAS**, the Town of Seneca has appointed The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Town of Seneca, and making recommendations thereon; and

**THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Seneca and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties hereby accepts the appointment of The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties to represent it in all matter related above; and

**BE IT FURTHER RESOLVED**, that the Town of Seneca authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services; and

**BE IT FURTHER RESOLVED**, that the Town of Seneca agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Seneca, of New York State hereby is authorized to participate in cooperative bidding conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties for supply of electricity and if requested to furnish The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties an estimated minimum number of units that will be purchased by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne, and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

AYES	NAYS	ABSTAIN	ABSENT	MOTION	SECONDED	CARRIED
4	0	0	1	Councilman Mosher	Councilman Malyj	Yes



**WAYNE - FINGER LAKES**  
Board of Cooperative Educational Services

**Keith B. Henry**  
Assistant Superintendent  
for Administration  
Keith.Henry@wflboces.org  
Office: 315.332.7428

**Lisa A. Parkison, CPPO, CPPB**  
Purchasing Director  
Lisa.Parkison@wflboces.org  
Office: 315.332-7415

**Business Office**  
Eisenhower Building  
131 Drumlin Court  
Newark, NY 14513-1863  
Fax: 315.332-7409

Date: June 15, 2021  
To: Town of Seneca  
Attention: Shana Jo Hilton  
From: Linda McClean, CPPB  
Re: Upcoming Cooperative Electricity Supply WFL 2022-12 Bid

Our Cooperative Electricity Bid will expire on December 31, 2021. Wayne-Finger Lakes BOCES will be going out to bid. If you wish to participate in the new bid, I need to verify your information that I have on file.

The enclosed Participant Information Form includes what is on file for your current accounts. If there are any changes, deletions or additions please ***note them in red ink on the form and initial***. Fill in any missing information as well. For additions the following is needed for each account:

1. Account name
2. Address of account to be added
3. Electricity Utility (NYSEG, RG&E, National Grid)
4. POD ID number found on your utility invoice, example:
  - a) NYSEG - N01000012345678
  - b) RG & E - R01000012345678
  - c) National Grid - 10 digit number
5. Rate Class/Code: located on your utility company's invoice where the bill calculations section starts i.e.:
  - a) National Grid – SC2, SC2D or SC3
  - b) RG&E – SC-1, SC-2, SC-301, etc.
  - c) NYSEG – SC2, SC3, SC71, etc.

In order to participate in a cooperative bid, a Cooperative Resolution must be completed and returned to BOCES to keep on file.

The fee for your entity is:

- 2021-2022 - \$517.00

You will be receiving an invoice for this amount.

Please return this letter signed along with the Participant Information Form, and payment ***no later than July 11, 2021***. Return the Cooperative Resolution once approved and signed by your Board, Supervisor or Business Administrator.

**Estimated date to return Cooperative Resolution (if not included with the return of this letter):**

If you have any questions contact me at 315-332-7458 or linda.mcclean@wflboces.org.

Print Name: Andrew Wickham Title: Supervisor

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Please check off completed & enclosed submissions:**

Signed Letter  Participant Info Form  \*Cooperative Resolution

**CONTACT INFORMATION**

**Instructions:**

Confirm the information below: Using red font/ink fill in any missing information, add additional locations, for any changes write in and initial, or cross off location(s) to be removed. Make sure to initial all changes.

<b>Current Contact Information:</b>	
Entity	Town of Seneca
Name	Shana Jo Hilton
Position	Bookkeeper
Address	3675 Flint Rd Stanley NY 14561
Email	shana.jo@townofseneca.com
Phone	585-526-5251 x 23
Fax	585-526-6981

Contact Information for Upcoming Term: <i>If no changes check here</i> <input type="checkbox"/>	
Name	
Position	
Address	
Email	
Phone	
Fax	

**ACCOUNTS/LOCATIONS**

Utility Company	Site Name	Address/Description	POD ID Number	Rate Class/Code
NYSEG	Town of Seneca	Near 1444 State Rt 5 & 20	N01000000607465	
NYSEG		Seneca Castle Rd RD2	N01000003419108	
NYSEG		VOGTRD	N01000001670082	
NYSEG		Whitney & 5&20	N01000002950657	
NYSEG		Near 2351 Ferguson Rd	N01000002432573	
NYSEG		3315 Seneca Castle Rd	N01000006931315	
NYSEG		Near 3169 Gates Rd	N01000007674575	
NYSEG		Goose St	N01000001034545	
NYSEG		Olsen Rd	N01000000779850	

Utility Company	Site Name	Address/Description	POD ID Number	Rate Class/Code
NYSEG		South St	N0100000063099	
NYSEG		TN Seneca St LGT	N0100000047548	
NYSEG		Seneca Castle St Lgt	N01000000237156	
NYSEG		Stanley St Lgt	N01000000301846	
NYSEG		Hall St Light	N01000000269498	
NYSEG		3649 Flint Rd	N01000002714608	
NYSEG		3675 Flint Rd	N01000005188446	
NYSEG		Kashong Switch Tank	N01000003800257	
NYSEG		4961 Little Church Rd Pump Station	N01000059933226	
NYSEG		Turnbull Rd.	N01000059900589	
NYSEG		Co. Rd. 4	N01000060946746	
NYSEG		1070 Rt. 5 & 20 Pump Station	N01000060523511	

**Person completing this form:**

Print Name \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**GENERAL RESOLUTION**  
**FOR THE PURPOSE OF**  
**PARTICIPATING IN A COOPERATIVE BID COORDINATED BY**  
**THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF**  
**ONTARIO, SENECA, WAYNE AND YATES COUNTIES**  
**FOR**

**Cooperative Electricity Supply Bid WFL 2022-12**

WHEREAS, The (County) (Town) (Village) of \_\_\_\_\_ of New York State desires to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase for supply of electricity. And...

WHEREAS, The (County) (Town) (Village) of \_\_\_\_\_ of New York State is desirous of participating with The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o... And...

WHEREAS, The (County) (Town) (Village) of \_\_\_\_\_ of New York State has appointed The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the \_\_\_\_\_ of New York State and making recommendations thereon...

THEREFORE...

BE IT RESOLVED, That The (County) (Town) (Village) of \_\_\_\_\_ of New York State and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above... And...

BE IT FURTHER RESOLVED, That The (County) (Town) (Village) of \_\_\_\_\_ of New York State authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services... And...

BE IT FURTHER RESOLVED, That The (County) (Town) (Village) of \_\_\_\_\_ of New York State agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding... And...

NOW, THEREFORE, BE IT RESOLVED, That The \_\_\_\_\_ on behalf of the  
(County) (Town) (Village) of \_\_\_\_\_ of New York State hereby is  
authorized to participate in cooperative bidding conducted by The Board of Cooperative Educational  
Services of Ontario, Seneca, Wayne and Yates Counties for supply of electricity and if requested to furnish  
The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties an  
estimated minimum number of units that will be purchased by The Board of Cooperative Educational  
Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services  
of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder  
deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise  
complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids  
and contracts.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality Representative

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Town)

\_\_\_\_\_  
(Village)



**TOWN OF SENECA**  
REGULAR BOARD MEETING  
July 20<sup>th</sup>, 2021

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**RESOLUTION #72-21**

Supporting 2022 Town-Wide Property Assessment Revaluation

**WHEREAS**, the Town of Seneca prides itself on maintaining a uniform standard of assessment for the town, and routinely conducts revaluation; and

**WHEREAS**, the Town of Seneca acknowledges the need and desires to conduct a revaluation project of all properties for the 2022 assessment roll to maintain our 100% equalization rate for the town; and

**WHEREAS**, the Town of Seneca wishes to have New York State, the County of Ontario, and Sylvia Staples assist the town in doing a 2022 update; and

**NOW THEREFORE IT BE RESOLVED**, the Town Board of the Town of Seneca hereby requests assistance from New York State, The Real Property Tax Office of Ontario County, and Sylvia Staples to help do a revaluation project to achieve and maintain a uniform standard of assessment in accordance with Section 305 of the Real Property Tax Law.

AYES	NAYS	ABSTAIN	ABSENT	MOTION	SECONDED	CARRIED
4	0	0	1	Councilman Keeney	Councilman Malyj	Yes