

The regular meeting of the DeRuyter Town Board was held at 7:30PM on the above date in the Genevieve D. Staley Civic Center.

Present were Supervisor Degear; Clerk Wightman; Highway Superintendent Cook; Councilmen Coon, Barnes, Jones, and Hathaway. Also attending the meeting were Jamie Tousant, Levi Tousant, Sharon LeDuc, Rhonda Wheeler, Liz Haskins, Jim Haskins, Joe Yankowski, Shea Skeele, Juanita Bush, Don Calhoun, Deb Midlar, Michelle Kennedy, Beverly Brown, Steve Best.

Motion by Councilmen Barnes and Jones to approve the minutes of the May 8th meeting as presented. All in favor and carried.

TOWN CLERK'S REPORT:

- The monthly written report was submitted.
- We received a phone call thanking us for send them a supply of the Town of DeRuyter brochures.
- Received notification that Local Law #1 of 2014 and Local Law #2 of 2014 have been filed by the State Department.

HIGHWAY SUPERINTENDENT'S REPORT:

- South Hill Road project is underway.
- Highway Department received a thank you plaque from the F.F.A. for work done on their greenhouse.
- Mowing roadsides.
- Concrete work to be done when weather allows.
- Bridge on Hunt Road has been reduced to one lane.
- 2001 Freightliner has been sold and is now in Maine.

CORRESPONDENCE:

- Letter from Ruthanne Stone regarding May 8th meeting. She feels that rule number 5 and rule number 9 of the Town Board's Rules of Decorum were not followed. Supervisor Degear reviewed the rules, specifically Rule #1 that states "By statute, the Town Supervisor, or in his absence, the Deputy Town Supervisor, is the presiding officer over every Town Board meeting. It is the presiding officers right and responsibility to direct meetings and make decision that will, in his/her judgment, insure to the benefit of all those attending".
- Joe Yankowski letter to officials – hydrofracking.
- Letter from Dominion Transmission, Inc. stating that they filed an Application for a Certificate of Public Convenience and Necessity for authorization to construct, install, own, operate, and maintain certain facilities located in New York that comprise the New Market Project per Federal Energy Regulatory Commission.
- New York State Department of Taxation and Finance – tentative equalization rate sent at 89.50.
- ISO – regarding recent Building Code Effective ness Grading Schedule Survey.

OLD BUSINESS:

- FEMA update:
Arnold Road repair – Arnold Road has been re-built 3 times in the last 3 years due to washouts. Highway Superintendent Cook estimates a cost of \$18,000 to put it back the way it was before the last storm. Steve Best and Don Calhoun were asked about the possibility of abandoning a portion of the road which continues to washout with heavy rains. Both landowners would have access to their property. Steve Best was not opposed but Don Calhoun was not in favor.

Carey Road – permit application to United States Army Corps of Engineers for stream bank stabilization. Motion by Councilmen Coon and Hathaway to request sealed bids for said project, to be received by 9AM on July 8, 2014, at which time the bids will be publicly opened and read aloud. All in favor and carried.

- EPA definitions changes – draft resolution from the Madison County Board of Supervisors opposing the Clean Water Act regulation proposed by the Environmental Protection Agency and the Army Corps of Engineers.
- Rising Communities update – no movement.
- Sheds Compressor Station – recent developments reviewed. Insurance questions are being investigated and health impacts are being researched (Madison County Health Department). Supervisor Degear stated that, although the proposed compressor station will be located in the Town of Georgetown, the DeRuyter Town Board has, and will continue to monitor the situation and will continue to do what we can to help the citizens voices be heard in the appropriate places.
- Salt Storage – meeting with Barton & Loguidice tomorrow.
- Auctions International – 2001 Freightliner sold for \$27,900 (trade-in allowance was \$20,000).

Purchasing Program – Agreement for services from Interactive Procurement Technologies. Supervisor Degear reviewed the program. There is a one-time set-up fee of \$195. Motion by Councilmen Barnes and Coon to authorize Supervisor Degear to sign the following agreement.

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are Town of DeRuyter (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 20A Railroad Avenue, Albany, New York 12205 (hereinafter referred to as “IPT”).

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as “The Network”)

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by IPT;

THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that IPT will provide the Participating Organization with access to The Network.
2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the “Initial term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.
3. **Payment for Services:**
 - 3.1 Participating Organization Fees:
 - 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
 - 3.1.2. **Mailing Fees:** IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.
 - 3.1.3. **Press Release Fees:** IPT will send an invoice to the Participating Organization for reimbursement of Press Release distribution fees incurred to distribute Press Release.
 - 3.1.4. **Programming Fees:** The Participating Organization agrees to use The Network on an “as is” basis. Any customized work requested by the Participating Organization shall be made available at One Hundred and Twenty-five dollars (\$125) per hour.
 - 3.1.5. **Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.
 - 3.1.6. **Future Enhancements:** IPT reserves the right to offer future services to the Participating Organization which may or may not include service fees.
 - 3.2 Supplier Registration Fees:
 - 3.2.1. **Basic Service:** **This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addendums and awards.**
 - 3.2.2. **Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.
 - 3.2.3. **Future Enhancements:** IPT reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.
4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.

5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
7. **Governing Law:** This Agreement shall be governed by the laws of the State of New York.
8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT.
10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from IPT prior to showing demonstrations of The Network to any third party.
11. **Warranty:** IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.
12. **Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

All in favor and carried.

- Town Hall repairs – wet weather has slowed the sidewalk replacement process. Window still needs repair/replacement.
- Hazardous Mitigation update – Supervisor Degear met with representatives from the DeRuyter Lake Association.

NEW BUSINESS:

- Equipment purchasing – review of Town of Cazenovia’s plan and results
- The parking lot at the Civic Center needs to be sealed and re-striped. Supervisor Degear is contacting the company that does the DeRuyter Central School parking lots.
- Shared services – the Town of Cuyler is interested in the possibility of sharing Court services and DeRuyter Central School is interested in mowing the fairgrounds in exchange for some ditch work.

OTHER BUSINESS:

- Minutes from the Madison County Board of Health meeting at the Civic Center on May 19th. Supervisor Degear will ask about getting on the agenda for a future meeting and/or a special meeting to address concerns with the proposed compressor station in the Town of Georgetown.

PUBLIC COMMENTS:

- Supervisor Degear stated that he visited a compressor station that would be similar in size to the proposed Georgetown station. He reported that it was not noisy on the outside but very noisy inside. He met (unannounced) with multiple nearby residents who told him that they had concerns initially but those concerns had lessened with time.
- Jim Haskins brought up the compressor station in Chemung County and Supervisor Degear stated that we have already reached out to Chemung County officials.
- Jamie Tousant spoke about insurance issues related to the proposed compressor station.
- Rhonda Wheeler spoke about health concerns related to the proposed compressor station.
- Joe Yankowski read a statement in which he criticized the Board’s handling of the public comments part of last month’s meeting and accuses the Board of exhibiting a pro gas attitude.
- Beverly Brown requested a permanent increase to the amount budgeted for the Gold & Silver Club.

✓ Motion by Councilmen Barnes and Jones to pay bills as audited:

Abstract #1009	\$20,945.75
Abstract #1010	\$24,514.36

All in favor and carried.

- ✓ Motion by Councilmen Coon and Barnes to accept the Supervisor’s statement. All in favor and carried.
- ✓ Motion by Councilmen Coon and Jones to adjourn. All in favor and carried.

Respectfully submitted,

Rebecca Wightman
 Town Clerk