

STEBEN COUNTY PUBLIC WORKS COMMITTEE

Monday, September 14, 2020

10:00 a.m.

*Legislative Chambers, 3rd Floor, Annex Building
Bath, New York*

****MINUTES****

COMMITTEE:	Robert V. Nichols, Chair Aaron I. Mullen	Frederick G. Potter, Vice Chair Thomas J. Ryan	Jeffrey P. Horton
STAFF:	Jack K. Wheeler Doug Rapalee Jennifer Prossick Yvonne Erway Nate Alderman	Christopher Brewer Steve Orcutt Rich Bills Tammy Hurd-Harvey Andrew Barbato	Vince Spagnoletti Lisa Tracy Rob Wolverton Andy Morse
LEGISLATORS:	Scott J. Van Etten Kelly H. Fitzpatrick Gary B. Roush	Robin K. Lattimer Hilda T. Lando Gary D. Swackhamer	Carol A. Ferratella John V. Malter K. Michael Hanna
OTHERS:	Mary Perham Bill Birdsall		

I. CALL TO ORDER

Mr. Nichols called the meeting to order at 10:00 a.m. and asked Mr. Ryan to lead the Pledge of Allegiance.

II. APPROVAL OF MINUTES

MOTION: APPROVING THE MINUTES OF THE AUGUST 3, 2020, AND AUGUST 24, 2020, MEETING MADE BY MR. MULLEN. SECONDED BY MR. HORTON. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

III. LANDFILLS

A. *Transfer from New Bath Landfill Post Closure Capital Expenses* – Mr. Spagnoletti requested authorization to transfer \$108,351 from the New Bath Landfill Post Closure Capital Expenses to the Landfill Administration - Indirect County Costs. Mr. Mullen asked is this reimbursement? Mr. Spagnoletti replied no, these are the indirect county cost numbers that the Commissioner of Finance puts into the budget. This is a three-year average and we had been using \$7,000 from three years ago which is not correct. We had budgeted \$100,000 and we need an additional \$108,000.

Mr. Potter asked what kind of costs does this cover? Mr. Wheeler replied this is more of an accounting function. To my knowledge we have never had a discussion as it is just charging back to balance various accounts.

Mr. Mullen asked does this come into the general fund or stay within the Landfill budget? Mrs. Hurd-Harvey explained this is money that will come into the general fund. This will fund the Finance Office, the Clerk of the Legislature, County Manager. These represent central services kind of things that are provided to the Landfill. This is based on an indirect cost plan that is prepared annually primarily for Social Services and Public Health, but we use it for this purpose as well. Mr. Potter commented this is \$200,000 and more than just incidental expenses. It sounds like a fuzzy accounting thing to balance things out. Mrs. Hurd-Harvey stated there is a formula and the allocation is prepared by a third party indirect cost vendor. They look at the number of transactions for all of the departments. Social Services uses this for pulling down indirect costs from the State and Federal government and we use it for pulling estimated costs out of the Enterprise Fund.

This is based on two-years ago information. It is very well documented where the numbers are coming from. It has gone up, but has been around \$200,000 for the past couple of years.

Mr. Van Etten stated this is very standard in large organizations and corporations. Mr. Malter stated you are just reimbursing the County out of the Enterprise Fund.

MOTION: AUTHORIZING A TRANSFER OF \$108,351.00 FROM THE NEW BATH LANDFILL POST CLOSURE CAPITAL EXPENSE ACCOUNT TO LANDFILL ADMINISTRATION – INDIRECT COUNTY COSTS MADE BY MR. MULLEN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

B. *Recycling* – Mr. Spagnoletti stated with #1 and #2 plastics, we have asked people to put them both in one bucket, but no one wants to pay us for mixed plastics. We **bring out mixed plastics** to Casella and they separate and then sell the plastic, but they will not pay us for it. Mr. Spagnoletti stated I would like to propose that we ask our County residents to separate their #1 and #2 plastics and then we can sell them and get about \$34,000 annually for it. It is a small number, but it is the proper way to do it. We did a very informal survey at the transfer stations and the residents are okay with it, but don't like the idea of having two containers. If we do this, we would want to give a lot of advance notice.

Mr. Horton commented the County put something on Facebook and everyone who commented was in favor of it. Mr. Malter stated when we first started recycling plastics in the 1980's and 1990's we did separate them. Mr. Nichols stated at the time we decided to combine the plastics, we knew that we would get a little less money, but the recyclers were still buying the plastics. Mr. Spagnoletti stated up until March of 2008 the County only recycled #2 plastics.

Mr. Mullen asked what will happen with the #2 plastics? Mr. Spagnoletti replied we will have separate bins and we will sell those and get about \$35,000 - \$40,000 for them. Most of the money will come from the #2 plastics. We will get probably about \$6,000 for the #1 plastics. Mr. Mullen asked have you looked at the single stream cost lately? Mr. Spagnoletti replied single stream is similar to what we are doing combining #1 and #2 plastics. The recyclers just don't want to pay for the combined. Mr. Bills stated the costs for single streaming are still true and there are a lot of sorting costs. It is very expensive to do single stream today.

Mr. Nichols asked if you add another bin, will you combine the green and clear glass to give you more space? Mr. Spagnoletti replied yes we can combine the glass. Mr. Nichols asked do you get less money for glass? Mr. Spagnoletti replied we do not sell the glass. We crush it and use it as cover at the Landfill.

MOTION: AUTHORIZING THE COMMISSIONER OF PUBLIC WORKS TO ASK COUNTY RESIDENTS TO SEPARATE #1 AND #2 PLASTICS INTO SEPARATE BINS FOR RECYCLING PURPOSES MADE BY MR. POTTER. SECONDED BY MR. HORTON. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

IV. HIGHWAYS

A. *Appropriate Revenue within the Grinder Repair and Replacement Project* – Mr. Spagnoletti requested authorization to transfer a total of \$141,916.34 in revenue within the Grinder Repair and Replacement Capital Project and appropriate \$2,806.84 to Interest Revenue, \$137,715.00 to Rental – Other Governments and \$1,394.50 to Sales of Scrap. He commented we anticipate the grinder will last another 15 – 20 years.

MOTION: AUTHORIZING THE APPROPRIATION OF \$141,916.34 IN REVENUE WITHIN THE GRINDER REPAIR AND REPLACEMENT CAPITAL PROJECT TO THE FOLLOWING LINE ITEMS WITHIN THE CAPITAL PROJECT: \$2,806.84 TO INTEREST REVENUE, \$137,715.00 TO RENTAL – OTHER GOVERNMENTS AND \$1,394.50 TO SALES OF SCRAP MADE BY MR. MULLEN. SECONDED BY MR. HORTON. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

B. *Employee Commercial Driver's License (CDL) Acquisition Program* – Mr. Spagnoletti stated a Class B license is required to drive trucks and a Class A license is required to drive tractor trailers and heavy equipment. We changed the license requirement for our mechanics after they were hired. We now require them to obtain a Class B

license within two years. The other thing that we have discussed is possibly paying for two bridge workers to get their Class B licenses right away in order to utilize them for snowplowing. If we direct them, then we would have to pay for it. Mr. Spagnoletti stated for both **the mechanics and Class A licenses** we are proposing that we would pay the tuition. This would upgrade the skills and safety level of the employees.

Mr. Nichols asked do you have to have a Class A to run the grinder? Mr. Spagnoletti replied the law requires a Class A license for tractor trailers. Our department policy is to have them have a Class A. Mr. Nichols asked so you want to add that to the job requirements? Mr. Spagnoletti replied we already have. For HMEO's we have put in the job requirements that they need to have a Class A license. Now we are proposing that the County pay for their tuition to do that. Mr. Nichols asked do the HMEO's have Class B licenses? Mr. Spagnoletti replied almost everyone does **except** for the workers at the equipment shop, **including all MEO's when hired**. This would apply to the bridge workers and mechanics. Mt. Morris offers a Class A license course for \$2,035.

Mr. Horton stated I think we should offer for the mechanics to get their Class A as they will be working on tractor trailers too.

Mr. Malter asked in the future when we hire people, are we going to require a Class A? Mr. Spagnoletti stated the only Class A that is required is when they want to be a Shop Supervisor or to upgrade from an MEO to an HMEO. That is written into the job description. We are proposing paying for the Class A. Mr. Malter asked can we require the Class A prior to hiring? Mr. Spagnoletti replied if you required a Class A prior to hiring you would reduce the number of applicants.

Mr. Alderman explained this did start with the mechanics. A year ago we had difficulty recruiting and at some point the requirement to have a license was taken out. As we looked at this, to me, the mechanics test drive after a repair. We now require that they get the Class B license within two years of being hired. Now those mechanics that were hired prior to this new requirement need to get their Class B licenses within two years and we will have to pay for that. The Class B scenario is we have people in the Bridge Shop and there is no reason to not use them for snowplowing and that is why we are looking to pay for them to get their Class B licenses. With the discussion on the Class A licenses, that is for promotional purposes and there is no new requirement to have a Class A. However, if an individual wants to move up to an HMEO or a Supervisor, they will need to have the Class A license. Plus, if they have that license, it is a win-win for the County. It is a value to us and it increases the skill level of the workforce. With regard to requiring a Class A license prior to starting, I agree with Mr. Spagnoletti that you would not have a huge candidate pool.

Mr. Nichols asked are you suggesting that when we hire someone that cost is on them? Mr. Alderman replied yes. When it is required in the job description with two years, it is on them to get as they know the requirement. Mr. Nichols asked are you proposing that with the staff that are already employed, we will pay for the licenses but new hires are responsible for upgrading? Mr. Alderman replied yes, in the mechanic positions. I still think it is a value to us to pay for the drivers (MEO's) to get a Class A if they want it. For the mechanic positions, from this point forward, it will be their responsibility to get their own license. The mechanics that are currently on staff without a license, we will pay for them.

Mr. Horton asked did you put a criteria relative to having to work a certain number of years before we would pay for individuals to upgrade to a Class A? I think there should be. Mr. Alderman replied I agree although that is sort of touchy as we need to treat everyone fairly. I do think you are right and there needs to be criteria. As the requests come in, the intent is for us to go through and look at them and plan who and how many we are doing. We will limit it to six or seven people a year after we get these initial employees done.

Mr. Mullen asked can you work the criteria into the contract with them? There is an issue if you are upgrading different people without them agreeing on the criteria. Mr. Alderman replied we have authority because I, as Civil Service Officer, can change the qualifications with or without union approval. If we were giving them a license and a stipend, then that would have been a contract issue. This is just us sending people to training and I think we will be okay. We have talked with the union and they were for this as it is giving the membership a benefit. If we did it for one year and got quite a few people and then we quit doing it, then there would be an issue, but we do not intend to do that. Mr. Mullen asked is there any harm in putting a memorandum in place? Mr. Alderman replied personally I don't see the harm. Ms. Prossick

explained this is similar to what the *Administrative Code* has in regard to tuition aid reimbursement and that is the guidance we are going under.

Mr. Mullen asked is everyone eligible for tuition reimbursement? Ms. Prossick replied yes, but it has to be related to their job. Mr. Horton asked do we have something to categorize the limit? Mr. Mullen stated if the union is essentially happy with it, we should have a memorandum in place. Mr. Alderman stated point well taken. I don't think there is an issue, but you are right that there is no harm in doing a memorandum; though I do think we can rely on our management rights.

Mr. Nichols asked with tuition aid requests those have to come to committee. Will Mr. Spagnoletti need to bring these to committee for approval? Mr. Alderman replied from my standpoint, if you approve the plan, then in effect you are approving us to do that. We could bring them to the committee for approval. Mr. Spagnoletti stated my understanding was that they would have to be brought to both the Public Works and Finance committees. Mr. Mullen stated he would rather set it up to let it be within their discretion as long as it is within budget.

Mr. Potter asked if we are paying for six mechanics to get a Class B, why don't we strongly encourage them to get their Class A and then have it done? Mr. Spagnoletti stated that is what we will do.

Mr. Malter asked how much are we allocating for this? Mr. Spagnoletti replied on average we are anticipating paying \$11,000 per year for six people to take their Class A and over eight years, the total cost would be \$88,000. Mr. Malter asked if you allow the Class A, how many will leave the County for other jobs or, if they stay, will they ask for a raise? Mr. Spagnoletti replied I don't believe that will be a problem. Mr. Alderman stated as far as a raise, that would be controlled by contract and that would have to be negotiated. Their duties will not really change if they have Class A license.

MOTION: AUTHORIZING THE COMMISSIONER OF PUBLIC WORKS, IN CONJUNCTION WITH THE PERSONNEL DEPARTMENT, TO ESTABLISH THE EMPLOYEE COMMERCIAL DRIVER'S LICENSE (CDL) ACQUISITION PROGRAM WHICH WILL PAY FOR EXISTING EMPLOYEES TO OBTAIN THEIR CLASS B OR CLASS A LICENSE AT NO COST TO THEM AND AUTHORIZING THE PERSONNEL OFFICER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE UNION OUTLINING SAID PROGRAM MADE BY MR. MULLEN. SECONDED BY MR. HORTON. ALL BEING IN FAVOR. MOTION CARRIES 5-0. Resolution Required.

C. *Road Use and Repair Agreement with Canisteo Wind Energy, LLC* – Mr. Spagnoletti requested authorization to enter into a road use agreement with Canisteo Wind Energy, LLC. Canisteo Wind will be putting up 117 windmills in Cameron, Canisteo, Greenwood, West Union and Troupsburg starting 2021 and ending 2022. These windmills will be 600 feet high. We also have Baron Wind and Eight Point Wind which will be starting their projects in 2021. We have had a road use agreement for a number of years and first used one on CR 17 in Campbell when they were drilling for gas. He stated we have revised the agreement for the windmills. Basically the agreement calls for a classification of roads. Class I are roads that have a good base and can be traveled on right now. That will require a \$150,000 per mile bond to cover in case of damage. A Class II road is a road that will need to be rebuilt prior to use. Those roads will require a \$75,000 per mile bond. The way we protect ourselves from damage is by requiring a bond. Prior to using the road, we require a developer to go in and do a weight test to measure the strength of the road and to do a profile and video of the road. We repeat the same process at the completion of the project.

Mr. Mullen commented this is a very good agreement. There are a few things that I thought you may want to consider adding. The first thing is dust control for dirt roads. Mr. Spagnoletti stated we do not have any county roads that are dirt. Mr. Mullen stated another thought was to include a provision for a one-time use road. I wasn't sure if there was a process for that. Mr. Spagnoletti stated the developer will know what roads they need to use. There may come a time where they will need to go across a different road one time. Also, if they need to go across a bridge one time, they would check with our bridge engineer before using. We would give them permission and they would need to repair any damage after they are done using it. Mr. Mullen asked can you add something that requires them to repair a one-time use road? It probably is implied. Mr. Spagnoletti stated I will look into that. The only problem would be a bridge. I don't think it is necessary as if they are using the road one time, they will not damage it.

Mr. Mullen asked with regard to bridges, do we want something included about if they are traveling over a town bridge that the County maintains? Mr. Spagnoletti replied if it is a town road, they will have to tell us ahead of time that they are going to be using a bridge and if it is a heavy vehicle, they will have to reinforce the bridge.

Mr. Mullen stated he would like to see something about decommissioning and say that they have to bond again when running through and taking down if they are doing them all at once. Mr. Spagnoletti stated this agreement is for allowing them to build and I don't believe we addressed that in this agreement. I will have to look into that. I believe the reason is that we would have to do another road use agreement. Ms. Prossick stated yes and we also would not be able to determine what future rules would be. Discussion followed.

MOTION: AUTHORIZING THE COMMISSIONER OF PUBLIC WORKS TO ENTER INTO A ROAD USE AGREEMENT WITH CANISTEO WIND ENERGY, LLC MADE BY MR. POTTER. SECONDED BY MR. MULLEN. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

V. **BIDS**

A. *Traffic Signs and Delineators*

MOTION: AWARDING THE BID FOR TRAFFIC SIGNS AND DELINEATORS ON A LINE ITEM BASIS TO THE FOLLOWING VENDORS: EASTERN METAL OF ELMIRA, INC.; GARDEN STATE HIGHWAY PRODUCTS, INC. AND OSBURN ASSOCIATES, INC. MADE BY MR. RYAN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

B. *Sale of Scrap Steel*

MOTION: AWARDING THE BID FOR SALE OF SCRAP STEEL TO THE LOW BIDDER, SWARTHOUT RECYCLING, LLC FOR \$115.00 PER TON MADE BY MR. RYAN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

C. *Sale of Forest Products* – Mr. Spagnoletti recommended rejecting the bid as they only received one bid.

MOTION: REJECTING THE BID FOR SALE OF FOREST PRODUCTS AND AUTHORIZING THE COMMISSIONER OF PUBLIC WORKS, IN CONJUNCTION WITH THE PURCHASING DEPARTMENT, TO REBID MADE BY MR. RYAN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

D. *CAT General Duty Undercarriage* – Mr. Spagnoletti recommended declaring Monroe Tractor & Implement Co., Inc. a non-responsive bidder as they did not meet the warranty specifications. He recommended awarding to Milton CAT.

MOTION: DECLARING MONROE TRACTOR & IMPLEMENT CO., INC. A NON-RESPONSIVE BIDDER AS THEY DID NOT MEET THE WARRANTY SPECIFICATION AND AWARDING THE BID FOR CAT GENERAL DUTY UNDERCARRIAGE FOR MEDIUM TRACK-TYPE TRACTORS & LOADERS TO MILTON CAT FOR A TOTAL PRICE OF \$28,479.41 MADE BY MR. RYAN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

E. *Tires & Recapping of Tires* – Mr. Spagnoletti recommended awarding tires to the low bidder on a line item basis and awarding the recapping of tires to the low bidder, All Season.

MOTION: AWARDING THE BID FOR TIRES TO THE FOLLOWING VENDORS ON A LINE ITEM BASIS: ALL SEASON TIRE; PARMENTER, INC.; SEDAM TIRE; AND TALLMADGE TIRE SERVICE OF CORTLAND, NY; AND AWARDING THE BID FOR RECAPPING OF TIRES TO THE LOW BIDDER, ALL SEASON TIRE FOR \$115.00 PER TIRE MADE BY MR. RYAN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

VI. OTHER

A. *Sole Source* – Mr. Spagnoletti stated as an FYI, he wanted to let the committee know that at the Erwin Transfer Station, the packer arm broke. This was a sole source item and required the approval of the Purchasing Director, County Manager and County Attorney. They approved the purchase of a new arm for \$16,619.

B. *Caton Shop* – Mr. Spagnoletti stated I wanted to give you a summary of the Caton Shop project. This was an \$879,000 project. The project was not completed on time so we deducted \$6,000 from the contractor's payment. The cost per square foot came out to \$165.00; **half of Western New York's average cost**. We have \$67,000 left over in that project account. Originally we had thoughts of using that to build an office, but are holding off now due to budget issues. Right now they have the office trailer. Mr. Spagnoletti stated I would like to recognize Mr. Rapalee as he watched project like a hawk. Mr. Rapalee has a four-year degree in construction management from Alfred and he also worked for 20 years at Pike. This project looks good and is a basic four-bay shop. Mr. Horton commented I have been by the new shop and the crew is taking good care of it and it is spotless inside.

C. *CR 119 Bridge Project* – Mr. Potter stated the crew is getting ready to put the bridge beam in. Will the railroad crossing be relocated and is the railroad doing that? Mr. Spagnoletti replied yes. Mr. Potter asked will that be done before we are ready to open the bridge? Mr. Spagnoletti replied yes. They are working to get the relocation done before we open the bridge.

D. *Erwin Transfer Station* – Mr. Van Etten stated he would like to suggest putting a camera and monitor in the scale house. I have seen the woman who works there climb up on the rail to look into the trucks as she cannot see into the backs of the trucks from where she sits. If a camera were attached to the building, she would easily be able to look into the back of trucks. Mr. Spagnoletti stated I will look into it.

MOTION: TO ADJOURN MADE BY MR. MULLEN. SECONDED BY MR. POTTER. ALL BEING IN FAVOR. MOTION CARRIES 5-0.

Respectfully Submitted by

Amanda L. Chapman
Deputy Clerk
Steuben County Legislature

****NEXT MEETING SCHEDULED FOR**
Monday, October 5, 2020
Legislative Chambers, 3rd Floor Chambers, Annex Building
10:00 a.m.**

**Please send agenda items to the Clerk of the Legislature's Office
NO LATER THAN NOON
Monday, September 28, 2020**