

Bennington Town Board
June 8, 2022
Workshop Session 6:30 p.m. Regular Board Meeting 7:30 p.m.
Meeting Agenda

Call Meeting to Order; pledge of allegiance.

Financial Matters: General Fund vouchers # _____ to # _____ \$ _____
Highway Fund vouchers # _____ to # _____ \$ _____
Cowlesville Water vouchers # _____ to # _____ \$ _____
Cowlesville Light vouchers # _____ \$ _____
Financial Reports
Appropriations to Highway Fund

Communications:

Minutes of Previous Meetings: May Regular Meeting

Petitions and public concerns:

Departments: Highway – Projects & work activity; Agreement to Spend Funds
Town Clerk/Tax Collector –
Assessor – Grievance Day
Zoning/Planning – Renewal of Home Occupation Permits
Water District –
Court –
Park/Recreation – Swimming contract with Byrncliff; spray at park

Old Business:

New Business: Electronics collection

Any other Business to Come before the Board/County Matters:

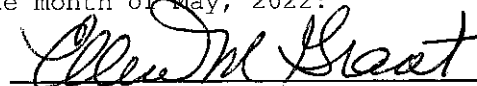
Adjourn

MONTHLY REPORT OF SUPERVISOR

TO THE TOWN BOARD OF THE TOWN OF BENNINGTON:

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of May, 2022:

DATED: June 6, 2022


SUPERVISOR

	Balance 04/30/2022	Increases	Decreases	Balance 05/31/2022
A GENERAL FUND - TOWNWIDE				
CASH - CHECKING	151,948.47	81,272.59	14,922.93	218,298.13
CERTIFICATES OF DEPOSIT	700,000.00	0.00	0.00	700,000.00
PETTY CASH - COURT	75.00	0.00	0.00	75.00
PETTY CASH - TOWN CLERK	100.00	0.00	0.00	100.00
TOTAL	852,123.47	81,272.59	14,922.93	918,473.13
DA HIGHWAY FUND - TOWNWIDE				
	0.00	0.00	0.00	0.00
CASH - CHECKING	34,482.84	101,072.75	67,161.65	68,393.94
CASH - CERTIFICATE OF DEPOSIT	600,000.00	0.00	100,000.00	500,000.00
TOTAL	634,482.84	101,072.75	167,161.65	568,393.94
SF1- BENNINGTON FIRE PROTECTION				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
SF2- COWLESVILLE FIRE PROTECTION				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
SF3- VARYSBURG FIRE PROTECTION				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
SF4- HARRIS CORNERS FIRE				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
SL1- COWLESVILLE LIGHTING DISTRICT				
CASH - CHECKING	1,139.94	0.00	0.00	1,139.94
TOTAL	1,139.94	0.00	0.00	1,139.94
SW1- COWLESVILLE WATER DISTRICT				
CASH - CHECKING	10,715.62	15,933.64	10,952.83	15,696.43
CERTIFICATE OF DEPOSIT	40,000.00	0.00	10,000.00	30,000.00

MONTHLY REPORT OF SUPERVISOR

	Balance 04/30/2022	Increases	Decreases	Balance 05/31/2022
TOTAL	50,715.62	15,933.64	20,952.83	45,696.43
TA TRUST & AGENCY				
	0.00	0.00	0.00	0.00
Niagara Solar	164.37	0.01	0.00	164.38
TOTAL	164.37	0.01	0.00	164.38
TOTAL ALL FUNDS	1,538,626.24	198,278.99	203,037.41	1,533,867.82

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

Town of Bennington
County of Wyoming

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be expended as follows for General Repairs, Improvements and Benefits:

1. **GENERAL REPAIRS.** The sum of \$96,126 may be expended for general repairs upon 65.58 miles of town highways, included sluices, culverts ad bridges having a span less than five feet and boardwalks or the renewals thereof.
2. **IMPROVEMENTS.** The following sums shall be set aside to be expended for the improvement of town highway.
 - a. On the road commencing at Burrough and Getman Road and leading to Burrough and Clinton Street/Rt. 354, a distance of 1.5 miles, there shall be expended not over the sum of \$195,000.
 Type: Fine Binder Width: 18 feet
 Thickness: 2.5 inches Subbase: type 3 binder
 - b. On the road commencing at Folsomdale and Bear Road and leading to Burrough Road bridge, a distance of 1.5 miles, there shall be expended not over \$265,000
 Type: Type 3 fine binder Width: 18 feet
 Thickness: 2.5 inches Subbase: type 3 binder
 - c. On the road commencing at Schoellkopf and Folsomdale Road, and leading to Schoellkopf Road bridge, a distance of .6 miles, there shall be expended no over the sum of \$70,000.
 Type: Type 6F Polymer top Width: 16 feet
 Thickness: 2 inches Subbase: type 3 binder
 - d. On the road commencing at Poland Hill and Hoover Road, and leading to Rt. 77/Alleghany Road, a distance of 1.8 miles, there shall be expended not over the sum \$270,000.
 Type: Type 3 fine binder Width: 18 feet
 Thickness: 2.5 inches Subbase: type 3 binder

No moneys set aside for such improvements shall be expended, nor shall any work be undertaken on such improvements until the TOWN BOARD approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the TOWN BOARD executed in duplicate this 8th day of June 2022.

Supervisor

Councilman

Councilman

Town Superintendent

Councilman

Councilman

NOTE: This agreement should be signed in duplicate by a majority of the members of the Town Board. One copy must be filed in the Town Clerk's Office and one copy in the County Superintendent's Office. PLEASE BE SURE TO FILL IN THE DATE OF THE TOWN BOARD MEETING!

**INTERMUNICIPAL AGREEMENT
UNDER ARTICLE 5G (Municipal Cooperation) OF THE GENERAL MUNICIPAL LAW,
AND RPTL§523(3)**

This Intermunicipal Agreement is made between The Town of Bennington, a municipal corporation with its principal offices at 905 Alleghany Rd, Attica, NY 14011, and The Town of Orangeville, a municipal corporation with its principal offices at 3529 Route 20A, Warsaw, NY 14569.

WHEREAS, the undersigned are municipalities in the County of Wyoming, in the State of New York and will execute this agreement after approval by resolution of each respective governing board; and

WHEREAS, this is a Mutual Sharing Plan pursuant to Article 5G of the General Municipal Law and it is further an Intermunicipal Agreement as sanctioned by RPTL523(3).

NOW, THEREFORE, in consideration of mutual promises herein contained, it is agreed as follows:

- 1. The Board of Assessment Review of either undersigned municipality, may be permitted to hear a complaint filed in the other municipality, in the event that a member of the requesting Board of Assessment Review has a direct or indirect interest, as described in RPTL523(3), in any property for which a complaint has been filed.**
- 2. Any such hearing(s) shall be held at a regular or special session within the Municipality where the presiding Board of Assessment Review serves. The date and time of the regular or special session (if necessary) shall be set by the Board of Assessment Review which will hear the complaint.**
- 3. Either party may terminate this agreement on 90 days written notice sent by certified mail to the Town Supervisor of the other municipality, with another copy sent to the Town Clerk of the other municipality.**
- 4. Each municipality agrees that it shall reimburse the other municipality for all expenses including salaries and other compensation due to its Board of Assessment Review members for their services pursuant to this mutual sharing plan.**

IN WITNESS WHEREOF, the parties have signed this instrument on the respective dates set forth herein.

Town of Bennington

Town of Orangeville

By: _____

By: _____

Town Supervisor

Town Supervisor

STATE OF NEW YORK)
COUNTY OF WYOMING) ss:

On this ___ day of _____, 20___, before me, the subscriber personally appeared, Town of Bennington Supervisor Ellen Grant, to me known who being duly sworn did depose and say she resides in the Town of Bennington, New York; that she is the Supervisor of the Town of Bennington, the initial corporation described herein and which executed the written Agreement is the seal of such Corporation; that she so signed her name to this Agreement.

Notary Public

STATE OF NEW YORK)
COUNTY OF WYOMING) ss:

On this ___ day of _____, 20___, before me, the subscriber personally appeared, Town of Orangeville Supervisor Susan May, to me known who being duly sworn did depose and say she resides in the Town of Orangeville, New York; that she is the Supervisor of the Town of Orangeville, the initial corporation described herein and which executed the written Agreement is the seal of such Corporation; that she so signed her name to this Agreement.

Notary Public