

MINUTES of the **second Regular Meeting** of the month of the Pembroke Town Board held on **April 26, 2018** at the Pembroke Town Hall, 1145 Main Road, Corfu, New York.

PRESENT: John J. Worth, Supervisor
Edward G. Arnold, Jr., Deputy Supervisor
Kathleen Manne, Councilwoman
K. Warren Clark, Councilman
Thomas Dix, Councilman

OTHERS PRESENT: Nicole M. Begin, Town Clerk; Gordon Dibble, Genesee County Legislator; Jeremy DeLyser, CPL Engineer; Mark Boylan, Town Attorney.

The meeting was called to order at 6:05 P.M.

DISCUSSION

TA Sewer Line – The punch list items are done. The Town Board considered whether a district should be formed for the TA line. A letter will be sent to the other businesses to gauge interest in connection for a fee.

Alabama Water District – Mr. Worth made a request to the Town of Alabama and Monroe County Water Authority (MCWA) to allow four residents on North Pembroke and Galloway Roads to connect to the Alabama water line since it will run directly across the street from their houses. Alabama agreed, we are waiting to hear from MCWA.

Possible Water District in Indian Falls – Mr. DeLyser explained drawings from CPL showing the possible water district in Indian Falls. This district would branch off the line running down Alleghany Road from the STAMP project in Alabama. The engineers are still working on design and unit numbers with the Town Assessor but if all goes well the project could begin in the spring of 2019. There will be a public informational meeting probably some time in June. We will try to apply for grant funding through USDA. USDA loan interest rates have increased. The debt service cost would be approximately \$1,050.00.

Sewer District #2 unsigned easements – The Town Board questioned Mark Boylan as to how to proceed with four residents on Alleghany Road who have not signed their easements for the sewer. These residents were all provided pump stations and if access is needed for repairs we do not have permission without a signed easement. A letter will be sent from the Town Supervisor.

County Water Agreement – The Town Board discussed the issues that the board has with the current agreement. Supervisor Worth showed a power point presentation. Mr. worth will get a revised list of the issues to Legislator Dibble and Attorney Boylan.

COMMITTEE REPORTS

Supervisor Worth – Mr. Worth said that National Fuel Gas would like to lease a large portion of the Community Center parking lot for a couple of months in the summer to store pipe and equipment. If the board agrees we would pass a resolution subject to permissive referendum. The Board will discuss at the next meeting and make a decision.

Eastern Alarm Company will meet with Supervisor Worth regarding the constant calls to 911 every time the power flickers at the Town Hall during a wind storm. The alarm box is very old and may need to be replaced. The board was ok with replacing if necessary.

Cintas would like to do the maintenance on the Town's fire extinguishers. We currently use Kieffer's to inspect them twice a year. Mr. Dibble said that Genesee County Emergency management does the county inspections and they may be able to do them for the town.

Charter Communications/Spectrum is requesting a new Cable Franchise Agreement with the Town. Mr. Worth will send the agreement to the board for them to review and the board will discuss it at the next meeting.

Sewer Plant Expansion funding – GCEDC may possibly help the Town in finding funding sources. Checking if the Village is also going to apply for grants.

An invoice has been received for the new loader and the paper work will get filed for reimbursement of grant funding.

Councilman Arnold – Mr. Arnold will be working on the new agreement with Sweet Lisa for rental of the Community Center kitchen.

Councilwoman Manne – Mrs. Manne had updated a lot of forms and links on the town website.

Councilman Dix – Mr. Dix said that Jay Gsell at the County is working on possible utility bill savings and that the County is also looking into US Treasury Bonds. The board will look at writing an agreement for users of the gas pumps as a shared service.

RESOLUTIONS

RESOLUTION # 28 of 2018 – Payment of Abstract

WHEREAS, A request has been made to pay the normal operating expenses of the Town of Pembroke, and,

WHEREAS, these payments are within the normal scope of the 2018 working budget, and create no additional cost to the Town of Pembroke; **NOW, THEREFORE BE IT**

RESOLVED, That the Town of Pembroke hereby authorizes the Supervisor to make the appropriate payments contained within abstract # 8 of 2018.

Motion: Councilman Arnold

Second: Councilman Dix

Ayes: Arnold, Manne, Dix, Clark, Worth

Nays: None

APPROVED by: Unanimous vote (5-0)

RESOLUTION # 29 of 2018 – Permanent Easement – HPT TA Properties 15.-1-3

BE IT RESOLVED, That the Town Board authorizes the Supervisor to sign the Town of Pembroke Permanent Easement for property owned by HPT TA Properties, tax map No. 15.-1-3 To allow for maintenance of the sewer line.

*** See Attached ***

Motion: Councilman Arnold
Second: Councilman Clark
Ayes: Arnold, Manne, Dix, Clark, Worth
Nays: None
APPROVED by: Unanimous vote (5-0)

RESOLUTION # 30 of 2018 – Cemetery Fee structure for Town of Pembroke Cemeteries

WHEREAS some aspects of the preparation of burials will now be provided by monument companies requiring prices to change for the prices of burials at Town of Pembroke Cemeteries; and

WHEREAS the cost of burials and maintenance at the cemeteries has increased since the fee structure was adopted in 2016; **NOW, THEREFORE, BE IT**

RESOLVED that the Town Board of the Town of Pembroke adopts the new fee structure (2018) for Town of Pembroke Cemeteries.

*** See Attached ***

Motion: Councilman Dix
Second: Councilman Arnold
Ayes: Arnold, Manne, Dix, Clark, Worth
Nays: None
APPROVED by: Unanimous vote (5-0)

RESOLUTION # 31 of 2018 – Purchase of Television and stand

WHEREAS a motion was made on April 12th to purchase a smart television for a cost not to exceed \$800.00 and

WHEREAS due to the constant changes in the market for smart televisions the television in mind was no longer available for purchase; **NOW, THEREFORE, BE IT**

RESOLVED that the Town Board authorizes the purchase of a 60” smart television for a cost of \$799.00 from BestBuy and a television stand from Sears for \$135.99.

Motion: Councilman Dix

Second: Councilman Arnold

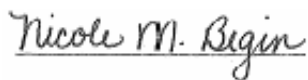
Ayes: Arnold, Manne, Dix, Clark, Worth

Nays: None

APPROVED by: Unanimous vote (5-0)

On **MOTION** of Councilman Clark, seconded by Councilman Dix to adjourn the meeting at 8:27 P.M.
ALL AYES – MOTION CARRIED.

Respectfully submitted,



Nicole M. Begin, Town Clerk

THESE MINUTES ARE A DRAFT ONLY OF THE TOWN BOARD MEETING OF APRIL 26, 2018 AND ARE SUBJECT TO CHANGE AND/OR REVISION PRIOR TO BEING ACCEPTED BY THE TOWN BOARD AT THE FIRST REGULAR TOWN BOARD MEETING OF EACH MONTH.

TOWN OF PEMBROKE

1145 Main Road
Corfu, New York 14036
(585) 599-4892 fax (585) 762-8233
TDD/TYY 1-800-662-1220

North Pembroke Cemetery & Brick House Corners - Old Buffalo Road Cemetery

Caretaker of Cemeteries ~ Craig Wolcott

2018

Cemetery Superintendent ~ Jack Bernard ~ (585) 344-4710 or (585) 343-3040 ext. 117

Cost to purchase a Plot **\$600.00**

Cost for Opening and Closing of Grave & Up-Front cost for Eternal care

Full Burial

| <u>Caretaker</u> | | <u>Town's Cost for eternal care</u> | | <u>Total</u> | <u>Description</u> |
|------------------|---|---|---|--------------|----------------------------|
| \$ 400.00 | + | \$ 350.00 | = | \$ 750.00 | Opening & Closing of grave |

Cremation Burial

| <u>Caretaker</u> | | <u>Town's Cost for eternal care</u> | | <u>Total</u> | <u>Description</u> |
|------------------|---|---|---|--------------|----------------------------------|
| \$ 170.00 | + | \$ 230.00 | = | \$ 400.00 | Opening & Closing of grave |
| \$ 170.00 | + | \$ 430.00 | = | \$ 600.00 | 2 Cremation Burials in one grave |

Child Grave - 12 years

| <u>Caretaker</u> | | <u>Town's Cost for eternal care</u> | | <u>Total</u> | <u>Description</u> |
|------------------|---|---|---|--------------|----------------------------|
| \$ 400.00 | + | \$ 220.00 | = | \$ 620.00 | Opening & Closing of grave |

Infant - 12 months

| <u>Caretaker</u> | | <u>Town's Cost for eternal care</u> | | <u>Total</u> | <u>Description</u> |
|------------------|---|---|---|--------------|----------------------------|
| \$ 180.00 | + | \$ 205.00 | = | \$ 385.00 | Opening & Closing of grave |

**TOWN OF PEMBROKE
PERMANENT EASEMENT**

**OWNERS: HPT TA PROPERTIES TRUST
TAX MAP PARCEL NO.: 15-1-3**

THIS INDENTURE made this 26th day of April, 2018, between **HPT TA PROPERTIES TRUST**, a Maryland real estate investment trust, owning property located at 8420 Alleghany Road, Town of Pembroke, Genesee County, New York 14036, herein called the "Owner", and **TOWN OF PEMBROKE**, with offices at 1145 Main Road, Corfu, New York 14036, herein called the "Town."

IN CONSIDERATION of the sum of One Dollar (\$1.00), the Town's indemnification as set forth in paragraph 10 hereof and other good and value consideration paid by the Town, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby grants and conveys to the Town, its successors and/or assigns, the non-exclusive, permanent, irrevocable easement and certain adjoining temporary easement deemed reasonably necessary, as described below for routine maintenance and repair of the pump station, force main and any related facilities (collectively, the "Facilities") through or under that certain tract or parcel of land having an address at 8420 Alleghany Road in the Town of Pembroke, Genesee County, New York (the "Property"), belonging to the Owner, as described in Schedule "A" and as shown on Schedule "B", both as attached hereto and made a part hereof (the "Easement Area").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. The parties acknowledge that (i) TA Operating LLC ("TA"), as tenant of the Property pursuant to a certain Lease Agreement with the Owner, previously constructed and installed the Facilities to the Town's specifications and satisfaction at TA's sole cost and expense, (ii) the Owner granted and dedicated such Facilities (but not any portion of the Property) to the Town, and (iii) the Town accepted such dedication, it being understood that the Facilities would serve the Property as well as neighboring businesses, to the mutual benefit of the Owner, the Town and TA.
2. The Town, by its employees, servants, agents and contractors, shall have the right to enter upon the Easement Area, and to utilize the same, whenever necessary for the exercise of the rights and privileges granted hereunder. The Town shall also have the temporary right to enter upon such minimum amount of Property adjacent to the Easement Area as is reasonably necessary for the purpose of operating, maintaining, repairing, replacing or tying into the Facilities on the Easement Area, including ingress and egress over the driveway and parking areas as shown in the attached Schedule "B", but this right and privilege are for temporary purposes and the easement to the Town shall be confined to the Easement Area (the "Temporary Easement Area").
3. The Facilities and the routine maintenance and any repairs or replacements made to the Facilities by the Town, its successors and assigns, shall be and remain the property of the Town, its successors and assigns, forever (except as set forth herein), and the Town shall be responsible, at its sole cost and expenses, for all maintenance, alterations and repair of the Facilities and all other improvements installed within the Easement Area.

4. In performing all work within the Easement Area and the Temporary Easement Area, the Town will keep the Property free and clear of all claims, mechanic's liens or other encumbrances in connection with or arising out of said work, and will bond over or take other action to release, immediately at the request of the Owner, any claims, mechanic's liens or other encumbrances placed against the Property in connection with or arising out of said work. The Town shall take all necessary safety precautions to protect and preserve the Property and shall perform all work and construction in accordance with all state and local law and ordinances. All construction, maintenance and repair work, shall be performed as reasonably promptly and efficiently, once begun, so as to minimize any inconvenience or interruption of use of the Property and in no event shall the Town obstruct, block or materially interfere with the Owner's ingress or egress to the Property. Upon the completion of the routine maintenance of the pump station and/or force main, the Property and any other property of the Owner shall be left in as good condition as found or as reasonably close to the condition as found as possible under the circumstances.
5. Reasonable compensation shall be made by the Town for any damage that cannot be restored, repaired or otherwise remedied, to the Property caused by the Town in routine maintenance to the pump station and force main. The Town shall have the right to remove trees and shrubs or branches therefrom within the Easement Area that is necessary, in the sole opinion of the Town, for the routine maintenance to the pump station and force main and for future maintenance installations. Notwithstanding anything to the contrary, the Town shall not be liable to the Owner for the value of the trees, shrubs or branches that are removed from within the Easement Area, or any value that they may add to the Property.
6. The Owner shall have the right to use the surface of the Easement Area for any purpose provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights herein granted and further provided that no house or other structure shall be erected or ground surface grades changed within the Easement Area without prior written consent of the Town, which consent shall not be unreasonably withheld.
7. The Owner warrants that, to the best of the Owner's knowledge, Owner has good title to the Easement Area and the right to grant this easement.
8. The easement herein granted shall run with the land and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding the foregoing, this easement, and all the rights and obligations contained herein, shall automatically terminate and be of no further force and effect as of the date when the Facilities are abandoned and/or decommissioned by the Town, or the date when the Town ceases to use such Facilities for the benefit of the Property. Further, in the event this easement terminates pursuant to the previous sentence, title to and ownership of the Facilities, which were granted and dedicated to the Town, shall automatically revert to and re-vest in the Owner, and the Owner shall have the right to use such Facilities and Easement Area for its sole and exclusive use. In such instance, the Town shall reasonably cooperate with the Owner in executing and recording any documentation which may be necessary to effectuate the termination of this easement and the reversion of the dedicated Facilities.

9. Owner hereby represents and warrants that, to the best of the Owner's knowledge, with no duty to investigate, the Owner has never released, stored, generated, transported, reclaimed, recycled, or disposed of any hazardous waste or substance, toxic substance, or any other regulated waste, waste water or substance within the Easement Area or on the Owner's Property adjacent to the Easement Area.
10. Upon the completion of the routine maintenance to the Facilities, any temporary easement(s), if any as described in Paragraph 2 hereof, shall revert to the Owner.
11. The Town agrees to forever defend, indemnify and save harmless the Owner from any liability to, claim of damage to, or action by any person for death of, or injury to, or damages to, any person or party in any manner stemming from or arising out of, directly or indirectly, the existence of, or the exercise of the rights granted under the easement or any expense in connection with the foregoing, to the extent permitted by the law.
12. The Town's rights hereunder and this easement are made subject to all matters of record, including but not limited to any and all recorded easements, licenses or rights of way, insofar as they lawfully affect the Owner's Property.

[Remainder of page intentionally left blank; Signature pages follow]

IN WITNESS WHEREOF, the Owner has executed this instrument the day and year first above written.

HPT TA PROPERTIES TRUST

Date: April 11, 2018

By: John G. Murray
John G. Murray, President

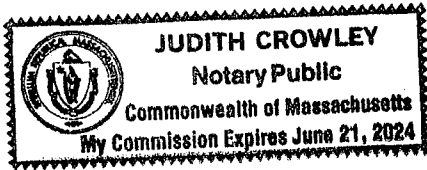
TOWN OF PEMBROKE

By: John J. Worth
John Worth, Supervisor

[Acknowledgements follow]

Commonwealth of Massachusetts)
County of Middlesex) ss:

On the 11th day of April, 2018, before me, the undersigned, a Notary Public, personally appeared, John G. Murray, as President of HPT TA Properties Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same voluntarily for its stated purpose in his capacity as president as aforesaid.



Judith A. Crowley
Notary Public

State of New York)
County of Genesee) ss:

On the 26th day of April, 2018, before me, the undersigned, a Notary Public, personally appeared, John Worth, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole M. Begin
Notary Public
NICOLE M. BEGIN
Notary Public, State of New York
Qualified in Genesee County
No. 01BE6237669
My Commission Expires March 28, 2019

SCHEDULE A

ALL THAT TRACT or parcel of land situate in the Town of Pembroke, County of Genesee, State of New York and more particularly described as follows:

Beginning at a point, 355 feet northerly of the intersection of the westerly right-of-way line of Alleghany Road (NYS Route 77) and a southeasterly corner of tax account number 15-1-3; thence,

- 1) Northerly, through the lands of tax account number 15-1-3, a distance of 210 feet, more or less, to a point; thence,
- 2) Northwesterly, through the lands of tax account number 15-1-3, a distance of 199 feet, more or less, to a point; thence,
- 3) Northwesterly, through the lands of tax account number 15-1-3, a distance of 100 feet, more or less, to a point; thence,
- 4) Southwesterly, through the lands of tax account number 15-1-3, a distance of 10 feet, more or less, to a point; thence,
- 5) Northwesterly, through the lands of tax account number 15-1-3, a distance of 10 feet, more or less, to a point; thence,
- 6) Southwesterly, through the lands of tax account number 15-1-3, a distance of 50 feet, more or less, to a point; thence,
- 7) Northwesterly, through the lands of tax account number 15-1-3, a distance of 25 feet, more or less, to a point; thence,
- 8) Northeasterly, through the lands of tax account number 15-1-3, a distance of 50 feet, more or less, to a point; thence,
- 9) Northwesterly, through the lands of tax account number 15-1-3, a distance of 20 feet, more or less, to a point; thence,
- 10) Northeasterly, through the lands of tax account number 15-1-3, a distance of 40 feet, more or less, to a point; thence,
- 11) Southeasterly, through the lands of tax account number 15-1-3, a distance of 55 feet, more or less, to a point; thence,
- 12) Southwesterly, through the lands of tax account number 15-1-3, a distance of 10 feet, more or less, to a point; thence,
- 13) Southeasterly, through the lands of tax account number 15-1-3, a distance of 104 feet, more or less, to a point; thence,
- 14) Southeasterly, through the lands of tax account number 15-1-3, a distance of 209 feet, more or less, to a point; thence,
- 15) Southerly, along the westerly right-of-way line of Alleghany Road, a distance of 208 feet, more or less, to the Point of Beginning.

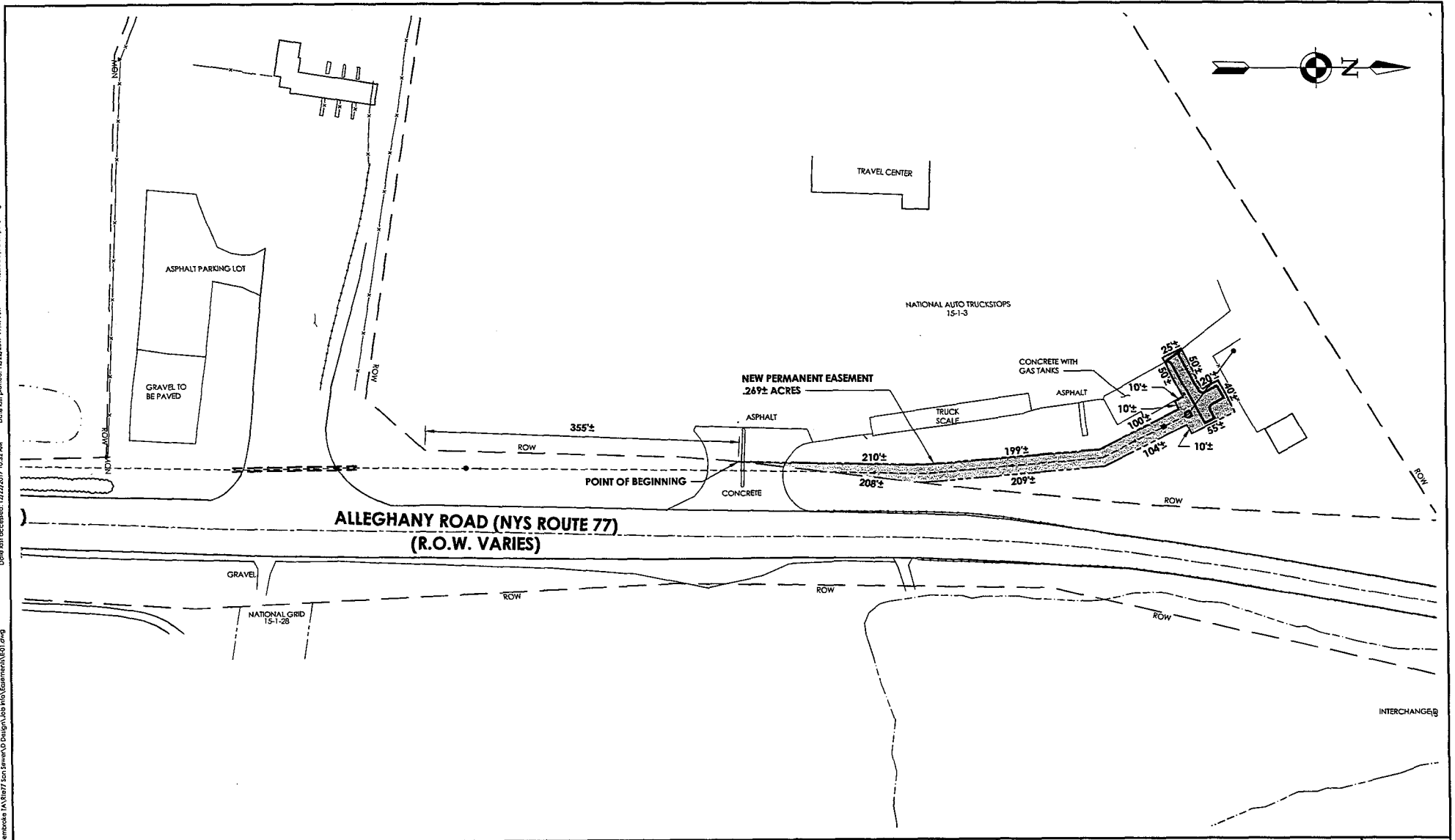
Permanent easement, as described above, contains approximately .269 acres of land, more or less.

All as shown on a map prepared by Clark Patterson Lee, entitled "Permanent Easement E-01", dated December 20, 2017.

SCHEDULE B

[See attached]

Referenced Drawings: Note
 Drawing Name: F:\PROJECTS\Embross TA\7177 Son Smear\0 Design\Loc info\Embross\1601.dwg
 Date last accessed: 12/22/2017 10:32 AM
 Date last plotted: 12/22/2017 11:48 AM
 Plotted By: Dempsey Ping



| REVISIONS | | | | |
|-----------|------|----|---------|-------------|
| NO. | DATE | BY | CHECKED | DESCRIPTION |
| | | | | |



205 ST. PAUL STREET, SUITE 500
 ROCHESTER, NEW YORK 14604
 TEL (800) 274-9000
 FAX (585) 232-5836
 www.clarkpatterson.com
Clark Patterson Lee
 ARCHITECTURE | ENGINEERING | PLANNING

TA OPERATING LLC
 TOWN OF PEMBROKE GENESEE COUNTY NEW YORK

DATE: 12/20/17
 DRAWN: DBK
 DESIGNED: JED
 CHECKED: JED
 SCALE: 1"=100'

TRAVEL CENTERS OF AMERICA
 PERMANENT EASEMENT E-01

PROJECT NUMBER
 13830.00
 DRAWING NUMBER
 E-01

Representing Caterpillar
Since 1940



Power Systems Division

500 Commerce Drive
Clifton Park, NY 12065
Ph: (518) 877-6800
Fax: (518) 877-6840
www.miltoncat.com

Date: March 15th, 2018

To: Millherst Construction Inc
10025 County Road
Clarence Center, NY 14032

Attn: Brian Bystryk

Re: Pembroke Travel Center Generator Set

Dear Brian,

Milton Cat Power Systems, Inc., certifies that the Caterpillar Model DG50 Generator Set, Package Serial Number NB500163, of the above referenced job has been installed according to the manufacturer's recommendations and operating properly.

The start-up was completed on 6/12/17, at which time the on-site load test was successfully completed. A copy of test reports are attached. We certify that the emergency generator set system meets the contract requirements and operates properly.

Your warranty has been processed and was initiated on 6/12/17 for a period of 5 years/60 months or 2500 hours.

Please contact the Milton CAT Service Department directly for all maintenance and service issues through one of the methods below:

Name: Sam Kasinski
Email: sam_kasinski@miltoncat.com
Phone: 585-815-6241

Thank you again for this valued business and if you should have any questions, please feel free to contact me at any time.

Sincerely,

Evan Allen

Evan Allen
Project Manager, Milton Cat Power Systems
Ph 518-877-6837 (Direct) Fax 518-877-6840
Email: evan_allen@miltoncat.com