

Village Board of Trustees
Meeting minutes of March 30th, 2009

Present: Mayor Larry Gursslin
Trustees Horylev, Gates, Lee & Speer
Janet Surridge & Maryalice Edwards
Tom Tilebein, Mike McHenry & Keith Brown

Proposed Budget 2009-10

Trustee Gates gave a few opening remarks about the budget and the strategies the team used to estimate revenue & expenses. The following discussion took place.

- **Dumpster enclosure:** Keith Brown explained the deteriorating condition of the brick enclosure the Village owns on the north side of Main Street. It needs to be repaired or replaced and estimated costs for both options were presented. A vinyl fence with colored strips would hide the dumpsters and be less cost to the Village, however, it would not last as long as a brick enclosure. Discussion followed. The Board agreed to budget \$6,500 to replace the brick walls with vinyl fence and screening..
- **Fire alarm system:** Mr McHenry mentioned that the DPW facility is not protected by a fire alarm system because funds just haven't been available in prior year budgets. He became aware of a used system that would be compatible with the alarm at the Community Center which would be donated to the Village for free and SG Security could connect it for approximately \$2,000. There is a proposed expenditure in the budget to replace some overhead door motors and key guards, but Mr McHenry would rather use the money for the fire alarm system. Discussion followed.

Resolution to accept the donation of a used fire alarm system and to hire SG Security to install it at the DPW at a cost of \$2,000. Be it further resolved that the Clerk-Treasurer is authorized to amend the 2008-09 budget by using the cash on hand in the DPW savings account for this expense. Motion was made by Trustee Horylev, seconded by Trustee Lee. Carried Unanimously 5-0

- **Community Center:** Mrs Surridge stated that the proposed budget includes a 3% rate increase to all tenants effective June 1st. The Board was in favor of this.

- Gym floor: Mrs Surridge presented a quote from DeClerk Flooring that had 3 repair options. Discussion followed on each. Mr Tilebein stated that the sleepers under the wood floor are the original material from about 1929 and they are nailed to concrete. After he reviewed the quote, he did not recommend acceptance of it because there are other alternatives we can pursue. Mayor Gursslin stated that the Village of Hilton does not need a gymnasium and therefore we should not incur the expense to fix it. Discussion followed. The consensus of the Board (3 in favor/2 opposed) is to continue researching the best repair method with associated costs.
- Economic Development: For the past few years, the Village has sponsored the antique car show on Saturday evenings by paying for the music entertainment. This is an annual cost of \$1,700. Trustee Gates stated he is not in favor of doing this in the future. Other car shows in the County do just as well without musical entertainment, or those groups pay for the entertainment themselves, not the municipality. The Board agreed with Trustee Gates' recommendation and the amount was deleted from the proposed budget.
- Master Plan update: Trustee Horylev gave his reasons as to why the Village Board should undertake a new project to update our Master Plan. Preliminary estimates indicate this could be a very costly endeavor and he requested that we set aside \$10,000 in next year's budget as a means to get started. He feels we could be denied future grant money because the plan is outdated. It's been over 30 years since our last update and other municipalities do it every 5 years. The Board agreed to budget \$10,000.
- 30 Mariah St demolition: The budget team mentioned that one of the projects that is not in the budget proposal is the cost to demolish the building at 30 Mariah Street, recently bought by the Village to improve parking on the south side of Main Street. Mr Tilebein recommended that we complete the asbestos survey to identify potential costs to have this material removed. He has a quote from Envoy Environmental for \$1,500. The Board agreed to do this, but did not make any adjustments to the 2009-10 budget. This project is dependent on how much sales tax revenue we receive in the future.

Resolution to hire Envoy Environmental Consultants to prepare an asbestos survey on the property at 30 Mariah Street for a price of \$1,500. Be it further resolved that the funds to pay for this expense shall come from the contingency account. Motion was made by Trustee Gates, seconded by Trustee Horylev. Carried Unanimously 5-0

- Sunny Slope/Mockingbird Lane open space: The Board had asked Mr McHenry to obtain a quote to clear out some trees and brush on village owned property, which is an outcome from the neighborhood meeting with residents earlier this month. Mike explained the options: 1) Fecon mow the whole area, but leave all

larger trees 4" or larger for a cost of \$3,850. This will open up the area and hopefully discourage kids from hanging out in this area. 2) Clear cut the whole area, grub all stumps and grind all resulting debris. All grindings to stay on site. \$17,150. Mike explained with this option, the ground would have deep ruts from the heavy equipment.

Resolution to proceed immediately with option #1 as outlined by Terry's Tree Service for a cost of \$3,850. Be it further resolved that the Clerk-Treasurer shall amend the 2008-09 budget by using the dollars in the Park Savings Fund to pay for this expense. Motion was made by Trustee Horylev, seconded by Trustee Speer. Carried Unanimously 5-0

- Sewer fund: A lengthy discussion took place on the possibility that a major project will have to be undertaken in the near future to upgrade the sanitary sewer mains in the older parts of the Village. Mr Tilebein & Mr McHenry are currently working with Monroe County to videotape the condition of one of our largest sewer mains and depending on the results we will have answers on how best to proceed. If it turns out that repairs are needed, there isn't any money set aside for the cost, which would be very expensive. The proposed budget was built on the assumption that sewer rates would be increased by \$3.00 per household for the purpose of raising more revenue to pay for future repairs. Trustee Horylev felt we should take a more aggressive approach to raising revenue and suggested a \$5.00 increase. Discussion followed.

Resolution that effective June 1, 2009 the residential sewer rates shall be raised from \$58.00 to \$63.00/annually; and the commercial & multi-residential rates shall be raised from \$14.50/per unit to \$16.00/per unit. Motion to approve was made by Trustee Speer, seconded by Trustee Horylev. Vote as follows: Trustees Horylev, Speer & Lee, aye; Trustee Gates & Mayor Gurrslin opposed. Carried 3-2

- Main Street grant: The Board discussed the \$7,000 fee that was approved in November 2008 to pay Steinmetz Planning Group to write a grant application. Due to budget constraints, a question was asked on whether or not we should submit an application as planned, or wait until the next round of funding which is expected to be in the fall of 2009. The benefit of waiting is that we will have more knowledge about our sales tax revenue. If the economy worsens, the \$7,000 could be used for other budget items. After a brief discussion, the Board decided that we will not submit an application at this time. Mrs. Surridge was directed to contact Steinmetz Planning Group and stop work on this project. Trustee Horylev was opposed to this decision since he feels our Main Street is unattractive and the grant would certainly improve our business district.

There being no other discussion items, the Board felt the budget was ready for the public hearing with a proposed tax rate of \$2.48/per thousand, the same as last year.

Resolution to hold a public hearing on the proposed budget on April 7th at 7:00 p.m. Motion was made by Trustee Gates, seconded by Trustee Speer. Carried Unanimously 5-0

FEMA GRANT

On March 26th, bids were received for the removal of asbestos. The results were as follows:

Environmental Construction Group	\$38,471.00
ENVIRONMENTAL SERVICE GROUP	\$97,221.50
AAC CONTRACTING	\$62,600.00
ERSI	\$48,000.00
ROYAL ENVIRONMENTAL	\$38,850.00

Resolution: Whereas the Village of Hilton was awarded a grant from FEMA to purchase and demolish #135 South Avenue, and

Whereas, the Village of Hilton accepted bids on March 26th for the removal of asbestos in said building,

Now, therefore, be it resolved that the Village of Hilton hereby accepts the low bid from Environmental Construction Group for the removal of asbestos material at a price of \$38,471.00. Motion was made by Trustee Horylev, seconded by Trustee Lee. Carried Unanimously 5-0

Resolution to hire Envoy Environmental Consultants to oversee the asbestos abatement project at #135 South Avenue. Services shall include air monitoring and project monitoring at a price of \$8,724. Motion was made by Trustee Gates, seconded by Trustee Speer. Carried Unanimously 5-0

Recreation

Resolution to accept the resignation of Anne Steinmetz from the Hilton Parma Recreation Commission, effective immediately. Motion was made by Mayor Gurslin, seconded by Trustee Horylev. Carried Unanimously 5-0

Resolution to appoint Al Howe to the Hilton Parma Recreation Commission to fill the unexpired term of Anne Steinmetz. Term to expire on 12/31/2011. Motion was made by Trustee Horylev, seconded by Trustee Speer. Carried Unanimously 5-0

Intermunicipal Agreements

Mr. Tilebein presented a proposed agreement to the Board for review. He said that when adopted, we will have the ability to use Monroe County for mechanical repairs, and we will be part of the study to research alternative fuels. He does not foresee that the Village will need to use any of these options, but he recommended that the agreement be adopted so that we are prepared if and when we need it.

Resolution to enter into an intermunicipal agreement, and any other amendment thereto, with the County of Monroe to utilize the Monroe County Fleet services for mechanical, preventative maintenance and body work to its fleet vehicles at a cost of \$55 per hour, plus parts, and further authorizing the Mayor to execute said agreement. Motion was made by Trustee Speer, seconded by Trustee Lee. Carried Unanimously 5-0

Resolution to enter into an intermunicipal agreement, and any other amendment thereto, with the County of Monroe for access to and the purchase of alternative fuels, for a period commencing January 1, 2009 through December 31, 2033, with the mutual consent of the parties upon each annual renewal and further authorizing the Mayor to execute said agreement. Motion was made by Trustee Speer, seconded by Trustee Gates. Carried unanimously 5-0

Resolution to enter into an intermunicipal agreement, and any other amendment thereto, with the City of Rochester, the County of Monroe, the other Towns and Villages within Monroe County, the Rochester Pure Waters District, the Irondequoit Bay South Central Pure Waters District, the Northwest Quadrant Pure Waters District and the Gates-Chili-Ogden Sewer District for the mutual sharing of machinery, tools and equipment for a period commencing January 1, 2009 through December 31, 2033, with the mutual consent of the parties upon each annual renewal, and further authorizing the Mayor to execute said agreement. Motion was made by Trustee Lee, seconded by Trustee Horylev. Carried Unanimously 5-0

The full content of the intermunicipal agreement reads as follows:

INTERMUNICIPAL AGREEMENT
FOR
FLEET SERVICES
MACHINERY, TOOLS, EQUIPMENT AND SERVICES SHARING
ACCESS AND SALE OF ALTERNATIVE FUELS

This Agreement is made this ____ day of _____, 2009, by and between

MONROE COUNTY, a municipal corporation having its principle office at 39 West Main Street, Rochester, New York 14614, which shall include but not be limited to all County Departments, such as Transportation and Aviation and the four (4) County Pure Waters Districts, hereinafter referred to as the "COUNTY"; and

The City of Rochester, the Towns, Villages, Districts located within Monroe County and all other eligible entities that are set forth in the executed signature pages attached hereto and made a part thereof to this Intermunicipal Agreement, all which shall hereinafter be referred to as the "MUNICIPALITIES".

WITNESSETH:

WHEREAS, the COUNTY maintains a fleet maintenance workforce that specializes in police and public works vehicle repair and maintenance; and

WHEREAS, the MUNICIPALITIES are desirous of having the COUNTY provide such maintenance and repair work on their police vehicles and/or public works department vehicles; and

WHEREAS, the COUNTY is willing to perform such maintenance and repair work on vehicles from any police agency and/or public works department of the MUNICIPALITIES; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Fleet Services Agreement pursuant to Resolution No. 272 of 2005, adopted by the Monroe County Legislature on August 9, 2005, a copy of said Resolution is attached as Exhibit "A"; and

WHEREAS, the COUNTY and MUNICIPALITIES each own and operate various equipment, machinery, tools, and services with surplus capacity; and

WHEREAS, the COUNTY and the MUNICIPALITIES are each desirous of sharing machinery, tools, equipment and services with each other; and

WHEREAS, the COUNTY may enter into this type of Machinery, Tools, Equipment and Services Sharing Agreement pursuant to New York State Highway Law § 133-a; and

WHEREAS, the MUNICIPALITIES may enter into this type of Machinery, Tools, Equipment Sharing Intermunicipal Agreement pursuant to New York State Highway Law § 142-b and § 142-d; and

WHEREAS, the COUNTY owns an operates an alternative fuels source with surplus capacity; and

WHEREAS, the MUNICIPALITIES are each desirous of gaining access to and the right to purchase alternative fuels; and

WHEREAS, the COUNTY is willing to allow access to and the purchase of alternative fuels by the MUNICIPALITIES; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Machinery, Tools, Equipment and Services Sharing and Access and Sale of Alternate Fuels Agreement pursuant to Resolution No. 212 of 2008, adopted by the Monroe County Legislature on the 14th day of October, 2008, a copy of said Resolution is attached as Exhibit "B"; and

WHEREAS, the MUNICIPALITIES, are authorized to execute this Fleet Services, Machinery, Tools, Equipment and Services Sharing and Access and Sale of Alternate Fuels Agreement, hereinafter the "Agreement", pursuant to the Resolution/Ordinance attached as Exhibit "C"; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

DEFINITIONS

- A. "EQUIPMENT" – shall mean any tools, equipment or machinery lent under this Agreement, with or without operators.

- B. "GOVERNING BODY" – shall mean that branch within the COUNTY and the MUNICIPALITIES which possesses legislative approval authority and collectively shall be referred to as "GOVERNING BODIES".
- C. "REVIEW COMMITTEE" – shall mean that group of representatives selected by the GOVERNING BODY of each of the respective parties to this Agreement to review proposed amendments and consider policy matters affecting this Agreement. Unless indicated otherwise, the HIGHWAY SUPERINTENDENT of the MUNICIPALITY entering into this Agreement, or the individual possessed with such powers and authority of the HIGHWAY SUPERINTENDENT or his designee, shall serve as said representative.
- D. "LENDER" – shall mean the party providing the machinery, tools, Equipment and services
- E. "BORROWER" – shall mean the party receiving the use of tools, Equipment and services
- F. "HIGHWAY SUPERINTENDENT" – shall mean the COUNTY or local HIGHWAY SUPERINTENDENT or the individual possessed with such powers and authority of the HIGHWAY SUPERINTENDENT.
- G. "FLEET SERVICES" – shall mean mechanical, preventative maintenance and body work on police and public works vehicles of the MUNICIPALITIES by COUNTY fleet maintenance workforce that specializes in such work.

PARTICIPATION

- 1 Participation in this Agreement is limited to MUNICIPALITIES located within the geographical boundaries of Monroe County, New York.
2. The GOVERNING BODY of each of the MUNICIPALITIES must approve participation before execution of this Agreement shall be effective.
3. The COUNTY and the MUNICIPALITIES wishing to participate in this Agreement must designate on the Equipment/Services Schedule, to be provided to the COUNTY HIGHWAY SUPERINTENDENT, which Equipment and/or services it intends to make available which will then be attached hereto and incorporated into this Agreement as Exhibit "D". Any party to this Agreement may amend and/or withdraw their Equipment and/or Services Schedule from the list of available Equipment and/or Services at any time with written notice to the COUNTY and all other parties to this Agreement.
4. The COUNTY HIGHWAY SUPERINTENDENT shall provide each party to this Agreement with a schedule of the Equipment/Services Schedule and a listing of all parties to this Agreement upon execution and each subsequent annual renewal.
5. Each party to this Agreement shall be entitled to select a representative, as defined in this Agreement, to serve on the Review Committee

CONSIDERATION

6. The COUNTY shall provide Fleet Services for mechanical, preventative maintenance and body work to the MUNICIPALITIES police and/or public works vehicles at a designated labor rate of fifty-five dollars (\$55) per hour with additional charges for necessary/needed parts.
7. The BORROWER may pay to the LENDER a sum equal to the hourly/daily/weekly/monthly rate listed for the EQUIPMENT for the period of time said EQUIPMENT is used, plus labor costs if an operator for the EQUIPMENT is supplied, as that sum may be agreed upon by the respective representative of the GOVERNING BODY of each party involved.. The LENDER shall submit to the BORROWER monthly certified invoices for payment. In the alternative, the parties may agree to dispense with the payment of a monetary consideration for the lending of EQUIPMENT; if the parties deem that the exchange of

EQUIPMENT and/or Services amongst themselves is fair and adequate consideration.

ACCESS AND SALE OF ALTERNATIVE FUELS

8. The COUNTY shall make available to all MUNICIPALITIES that are a party to this Agreement the sale of all alternative fuels available for sale by the COUNTY under the following terms and conditions:
 - A. Access: The COUNTY shall grant access to, and use of, any and all COUNTY alternative fuel sites to all MUNICIPALITIES that participate in this AGREEMENT.
 - B. Pricing: The COUNTY shall establish pricing for all alternative fuels on a daily/weekly/monthly basis which shall then be made available to participating MUNICIPALITIES as the basis for the charges for any alternative fuels purchased by the MUNICIPALITIES.
 - C. Billing/Payment: The COUNTY shall invoice MUNICIPALITIES on a monthly basis for any and all alternative fuels purchased. MUNICIPALITIES shall have thirty (30) days from the date of invoice to make payment to the COUNTY.

TERM

9. The term of this Agreement shall be from January 1, 2008 to December 31, 2033, renewed annually upon the mutual written consent of the parties intending to continue participation in this Agreement.
10. Any party to this Agreement may withdraw from participation in this Agreement upon thirty (30) days notice to the COUNTY and all other parties to this Agreement in which event this Agreement shall terminate and be of no further force or effect as to such withdrawing party

DISPUTES

11. Each party agrees to negotiate with any other party to this Agreement to resolve disputes arising under this Agreement. However, nothing contained herein shall constitute a waiver of the right to pursue any legal remedy.

RIGHTS AND RESPONSIBILITIES OF LENDERS

12. The LENDER shall determine what, if any, EQUIPMENT may be available and the duration of use at the time of the request.
13. The LENDER, at its discretion, shall provide its employees to operate the EQUIPMENT to be lent.
14. The LENDER may refuse a request for EQUIPMENT based on the personnel and/or EQUIPMENT needs of the LENDER.
15. The LENDER shall provide Workers Compensation Insurance coverage for its employees working for the BORROWER. Any claim arising from an injury to a LENDER'S employee while working for the BORROWER shall be treated in the same manner as if the employee was working for the LENDER.
16. The LENDER shall be liable for the negligence of its employees while working for any BORROWER in the same manner and extent as when the employees work for LENDER.

17. The LENDER shall be responsible to repair any damage to lent EQUIPMENT which occurs during BORROWER'S use, other than damage caused by BORROWER'S violation of the terms and conditions of this Agreement or by the negligence, recklessness or willful misconduct of third parties other than LENDER, including, without limitation, BORROWER, BORROWER'S officers, employees, contractors, agents or invitees, unless both BORROWER and LENDER agree in writing otherwise.
18. LENDER makes no warranties, express or implied, with respect to this Agreement or any EQUIPMENT, including without limitation, warranties of merchantability or fitness for a particular purpose or intended use. BORROWER accepts the EQUIPMENT "as is". In no event shall LENDER be liable for consequential damages.

RIGHTS AND RESPONSIBILITIES OF BORROWERS

19. The BORROWER shall use the lent EQUIPMENT only for its intended purpose and in accordance with manufacturer's standards and instructions and applicable federal, state and local law, provide fuel, oil, lubrication and other materials required for the operation of the EQUIPMENT and, unless LENDER furnishes its employees to operate the lent EQUIPMENT the BORROWER shall provide qualified, trained personnel to operate the lent EQUIPMENT.
20. The BORROWER shall provide maintenance and protection of traffic services during the use of the lent EQUIPMENT to include as needed, installation of warning lights, barricades, and signs in accordance with the National Manual of Uniform Traffic Control Devices and the New York State Supplement.
21. The BORROWER shall release to LENDER the lent EQUIPMENT in the same condition and state of repair as it received it (ordinary wear and tear excepted) immediately when no longer needed or if LENDER requests the return of such EQUIPMENT or its personnel.
22. BORROWER assumes liability for and agrees to defend (with legal counsel reasonably satisfactory to LENDER), indemnify and hold LENDER harmless for from and against any and all claim for liability, loss, cost, expense or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements, and attorney's fees) by or to any person which directly or indirectly results from or pertains to the use, possession, operation of EQUIPMENT under this Agreement with the exception of gross negligence or willful misconduct on behalf of the LENDER.
23. As part of its obligation to indemnify and hold harmless its officers, agents and employees, as set forth above, the BORROWER agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described above, naming the Lender as additional insured, or shall supply evidence of self-insurance satisfactory to the LENDER.

AMENDMENT

24. Any party may propose an amendment to this Agreement by written notice to the COUNTY through its HIGHWAY SUPERINTENDENT, setting forth the proposed amendment.

25. Any written notices of any proposed Amendment must be received by the COUNTY, through its HIGHWAY SUPERINTENDENT, on or before November 30 to be considered.
26. The COUNTY, through its HIGHWAY SUPERINTENDENT, shall convene the REVIEW COMMITTEE at least once annually in the month of December to consider proposed amendments and any other matters affecting this Agreement.
27. The COUNTY and MUNICIPALITIES representatives serving on the REVIEW COMMITTEE shall each have one (1) vote. A majority of the entire number of COUNTY and MUNICIPALITIES representatives on the REVIEW COMMITTEE shall be required to amend this Agreement. Representatives may vote in person or by proxy or by mail delivered to the COUNTY through its HIGHWAY SUPERINTENDENT.
28. Any amendment affecting municipal finances or liability must be ratified by the GOVERNING BODIES of the COUNTY and MUNICIPALITIES before becoming effective.
29. In the event that the GOVERNING BODIES of the COUNTY and MUNICIPALITIES fail to ratify an amendment as required by this Agreement, that party shall be deemed to have withdrawn from this Agreement.

TERMINATION

30. This Agreement shall terminate as to all parties hereto upon the majority vote of the entire number of COUNTY and MUNICIPALITIES representatives on the REVIEW COMMITTEE. The COUNTY through its Highway Superintendent shall give at least two (2) weeks written notice to all parties to this Agreement of the meeting at which such termination is to be considered. Representatives may vote in person or by written proxy or by mail delivered to the COUNTY through its HIGHWAY SUPERINTENDENT.

EXECUTION

31. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one in the same instrument.

Retiree health benefits:

The Board discussed the Medicare D prescription drug plan that is provided to 3 retired employees and spouses who reside out of the Rochester Blue Cross/Blue Shield area: Robert & Charlotte Elliott, Ronald & Dorothy Gosnell, and George Sheffield. The cost of this benefit is \$36.80/per person per month. That is a total cost of \$2,208 annually to the Village. (The monthly cost of Medicare D is deducted from each retired person's social security payment and the Village reimburses them quarterly for that cost.) After reviewing the Blue Cross plan that is provided to these retirees, it is noted that there is a prescription drug rider included in that package. Therefore, the Medicare D plan is a secondary insurance plan. A suggestion had been made previously by Trustee Gates at the March 10th budget meeting that the Village should no longer pay for this Medicare D plan because, in his opinion, these 3 retirees are receiving more insurance coverage than what is provided to our other retired employees who do reside in the Rochester area network.

Mayor Gursclin mentioned that he discussed this suggestion with our active employees. The response he received was that they were not in favor of it because it could be construed that the Village Board was no longer honoring a “promise” of a long term benefit.

Lengthy discussion followed. The Board felt we should provide equal health care coverage to all retired employees, to whatever extent possible. It is recognized that Mr. Elliott, Mr. Gosnell & Mr. Sheffield retired prior to a Board decision that requires all future retirees to reside within the Rochester Blue Cross area. Because they do not reside here they are not eligible for a more economical health care plan. We can, however, provide one prescription drug plan instead of two plans.

Resolution that effective April 1, 2009 the Village of Hilton will no longer reimburse the following families for the monthly cost of the Medicare D prescription drug plan: Robert & Charlotte Elliott, Ronald & Dorothy Gosnell, and George Sheffield. Each of these families have the choice of continuing their Medicare D plan but it will be at their own cost. Motion was made by Trustee Gates, seconded by Trustee Speer. Vote as follows: Trustees Gates, Speer, Horylev & Lee, aye; Mayor Gursclin opposed. Carried 4-1

Meeting adjourned at 6:55 p.m.

Janet Surridge
Clerk-Treasurer