

**Village Board of Trustees
Meeting Minutes of August 7, 2012**

Present: Mayor Lee, Trustees Gates, Speer, Bimmler Fowler
Village Manager, Janet Surridge
Superintendent of Public Works, Mike McHenry
Village Clerk, Shari Pearce
Code Enforcement Officer, Mike Lissow

Guests: Shannon Zabelny, Larry Gursslin, Walt Horylev, Paul Loomis, Raquel Torres, Dale Domateer, Dave Tresohlavy, Jim Kibby

Mayor Lee called the meeting to order at 5:00 p.m. with the pledge of allegiance to the flag.

Public Forum

Mayor Lee opened the meeting for public comments at 5:00 p.m.

Raquel Torres, 260 Dunbar Rd, is present to request rezoning of her property at 124 Railroad Ave from residential to limited commercial. Mayor Lee turned the meeting over to Trustee Gates due to a conflict of interest. Currently, she lives on Dunbar Road and uses 124 Railroad Ave for her art studio. She would like to continue to use the building for her art studio and open a small boutique or co-op. She feels this would be a great addition to the Village for residents to purchase small gifts. Trustee Gates stated the board took a lot of time in revising the Master Plan and we need to be very careful regarding spot zoning. General discussion followed and the board concluded they will table this item and take this under consideration.

There being no further public comments, the public portion of the meeting was closed at 5:10 p.m.

Code Enforcement

- FCC Approval: Mike Lissow stated the Village has been approved for the FCC License by the Canadian government. A fee of \$95.00 needs to be approved to finalize the license.

Resolution to approve the filing fee of 95.00 payable to the Canadian Government. Trustee Bimmler made the motion, seconded by Trustee Gates. Carried unanimously 5-0.

- NYCOM Training: Mike Lissow requested permission for himself and Amy Harter to attend a class on abandoned properties in Rochester on August 16th hosted by NYCOM. The total fee for both of them to attend is \$80.00.

Resolution to authorize the Treasurer to pay \$80.00 to NYCOM for Mike Lissow and Amy Harter to attend a class on abandoned properties on August 16, 2012. Trustee Gates made the motion, seconded by Trustee Fowler. Carried unanimously 5-0.

Superintendent's Report

- Sanitary Sewer Project: Mike McHenry reported the project has been rescheduled for September. The reason being is the Village was just notified they will be awarded \$22,350.00 in grant monies to be used toward the project and the monies need to be received prior to the project starting. A resolution needs to be approved accepting the grant.

Resolution to enter into an agreement with the County of Monroe and accept a HUD grant in the amount of \$22,350.00 which shall be used to finance a portion of our 2012 sanitary sewer project, and to authorize Mayor Lee to sign the contract documents. Motion made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 5-0.

- Community Center Handicap Ramp: Mike McHenry reported work will begin on the handicap ramp this coming week.
- HAYLO Camp: Mike McHenry stated the agility camp is running and they received approval from the Hilton-Parma Recreation Department.
- Traffic Study: Mike McHenry reported he received a request to have a traffic study performed on Raintree Lane. The results of the study indicate there is not a speeding problem. The study measured 5,672 vehicles, out of that number, the average number of vehicles that exceeded 30 mph, was 42 vehicles. A complete report is available on the website.

Other miscellaneous items were discussed.

Clerk's Report

Resolution to approve training for Shari Pearce and Maryalice Edwards to attend the annual NYCOM Clerks School from September 10th -13th in Lake Placid, NY at a cost not to exceed \$1,650.00. Trustee Speer made the motion, seconded by Trustee Bimmler. Carried unanimously 5-0.

- Springbrook Software: Shari Pearce reported there has been a lot of activity this month with the upcoming software upgrade. During one of the conference calls between Springbrook and Rich Withrow, our IT consultant, it was recommended by Springbrook that we upgrade our current server. The new software would operate more efficiently with a faster processor and newer equipment. Shari Pearce noted we would use the new server for the Springbrook applications only and the existing server would house all our other programs. She also obtained quotes for seven new computers, which is a budgeted item. The low bid was from Monroe Tech located in the Village for \$3,429.93. This came in under budget by \$1,600.00. She is requesting approval for both the server and the computers.

Resolution to accept the low bid from Monroe Tech to purchase seven computers for the Village Office and DPW for a cost of \$489.99 each, totaling \$3,429.93. This is a budgeted item. Motion made by Trustee Fowler, seconded by Trustee Speer. Carried unanimously 5-0.

Resolution to approve the new server to be compatible for the new software upgrade. The cost will not exceed \$7,600.00, which includes labor and equipment. Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 5-0.

Manager's Report

- Church request: Life Quest Community Church requested use of the building and grounds on August 25th to hold a community festival. The pastor indicated there could be up to 500-600 people using the grounds. They have many volunteers and are planning on using a shuttle service to reduce the amount of cars in the parking lot. Discussion followed and the board supports the event and wishes them good weather.

Resolution to authorize the Life Quest Community Church to use the Community Center building and grounds on August 25th for a community festival. Motion by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 5-0.

- Community Center Custodian: Janet Surridge requested permission to hire a part-time custodian to work approximately 10.5 hours a week at a rate of \$9.00 per hour. With Tom O'Leary retiring at the end of this month, there is a need for additional staff.

Resolution to authorize the Village Manager to hire a part time custodian employee to work 10.5 hours per week at the Community Center plus substitute time when necessary at 9.00. Motion made by Trustee Gates, seconded by Trustee Fowler. Carried unanimously 5-0.

- Building Department Services - Intermunicipal Agreement: Janet Surridge requested approval to amend the Intermunicipal Agreement below which includes each municipality to pay \$40.00 per hour for after hour building department/code enforcement services only. If the work is conducted during normal office hours, there will be no additional cost to either municipality. It also states that Mike Lissow can now cover services for the Town of Parma when needed.

Resolution to amend the Intermunicipal Agreement with the Town of Parma for Code Enforcement services. Trustee Speer made the motion, seconded by Trustee Bimmler. Carried unanimously 5-0.

INTERMUNICIPAL AGREEMENT

AGREEMENT made this _____ day of _____, 2012 by and between the VILLAGE OF HILTON, a municipal corporation having offices located at 59 Henry Street, Hilton, New York 14468 (hereinafter "Hilton") and the TOWN OF PARMA, a municipal corporation having offices located at 1300 Hilton-Parma Road, Hilton, New York 14468 (hereinafter "Parma").

WHEREAS, from time to time, Hilton and Parma are in need of building and/or fire inspection services on an emergency basis and/or at such times as Hilton or Parma personnel are unavailable; and

WHEREAS, Parma and Hilton employ qualified personnel who are capable of providing such services on behalf of Hilton and Parma on an emergency and/or as-needed basis; and

WHEREAS, Hilton has determined it to be in the best interests of residents of the Village of Hilton for Parma personnel to provide such services on behalf of Hilton on an emergency and/or as-needed basis; and

WHEREAS, Parma has determined it to be in the best interests of residents of the Town of Parma for Hilton personnel to provide such services on behalf of Parma on an emergency and/or as needed basis.

NOW, THEREFORE, in furtherance of the provisions of New York State General Municipal Law Section 5-G and in consideration of the premises and the mutual promises and understandings contained herein it is agreed as follows:

- 1) Parma agrees to provide Hilton with qualified personnel to perform building and/or fire inspections, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

2) Hilton agrees to provide Parma with qualified personnel to perform building and/or fire inspections, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

3) Any request from Hilton to Parma for such services shall be made by the Code Enforcement Officer of the Village of Hilton to the Parma Building Department during normal business hours or by notifying the Monroe County 911 center during off hours.

4) Any request from Parma to Hilton for such services shall be made by the Parma Building Department to the Hilton Code Enforcement Officer during normal business hours or by notifying the Monroe County 911 center during off hours.

5) Whenever possible, any such request shall be made in writing, either by correspondence, facsimile transmission or e-mail transmission. However, should circumstances necessitate a verbal request to be made, such request shall be confirmed by Hilton and Parma, in writing, within Twenty Four (24) hours following the request or, if such request is made on a weekend or holiday, on the next business day following the request.

6) Notwithstanding the foregoing, Parma and Hilton shall not be responsible for providing such services to each other pursuant to this Agreement if such Parma or Hilton personnel are unavailable. However, in that event, Parma and Hilton shall provide such services as soon as reasonably possible.

7) Any Parma and Hilton personnel who shall provide services for the benefit of Hilton and Parma pursuant to this Agreement shall at all times be in accordance with any applicable rules and regulations of the State of New York and shall not be inconsistent with the policies or practices as employed by Parma or Hilton.

8) Parma shall be liable for any negligent or intentional acts resulting from the services provided to Hilton. In the event damages are caused as a result of directions given by Hilton, then Parma shall be held harmless by Hilton. Except as a result of the negligent or intentional actions of

Parma personnel, Parma shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement and the services provided hereunder. Hilton shall indemnify and save Parma harmless from and against any and all such liability and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurring as a result of the acts or omissions of Hilton, its agents, contractors or employees, which shall or may happen in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

9) Hilton shall be liable for any negligent or intentional acts resulting from the services provided to Parma. In the event damages are caused as a result of directions given by Parma, then Hilton shall be held harmless by Parma. Except as a result of the negligent or intentional actions of Hilton personnel, Hilton shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement and the services provided hereunder. Parma shall indemnify and save Hilton harmless from and against any and all such liability and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurring as a result of the acts or omissions of Parma, its agents, contractors or employees, which shall or may happen in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

10) Each municipality shall remain fully responsible for its own employees, including salary, benefits, and worker's compensation.

11) Hilton and Parma agree that if said emergency or as-needed services are rendered beyond the normal work day of their employee(s), then the municipality rendering said services may bill

the receiving municipality the rate of Forty and 00/100 Dollars (\$40.00) per hour for any services rendered.

12) This Agreement shall be for a term of two (2) years following execution. However, either party hereto may cancel and terminate this Agreement, upon thirty (30) days prior written notice to the other party. However, if either party should elect to so cancel the contract, Hilton and Parma shall remain obligated to each other for any services provided prior to such termination.

13) It is hereby acknowledged and agreed that the within Agreement has been approved by a majority vote of the governing body of each municipality which is a party hereto.

- Salt shed project: Janet Surridge reported the team has decided they will be going out to bid for construction of the joint salt shed facility to be constructed in the spring of 2013. The target bid date is October 25th. The Town Supervisor will be placing this on their upcoming agenda for approval.
- HDK Property: Janet Surridge updated the board on another issue that has arisen this past month. She stated the map is not acceptable because the deed was not filed at the county level. She recommended hiring Rich Meyer to file the amended map for a cost not to exceed \$250.00 in order to expedite the closing of the property.

Resolution to authorize the Treasurer to pay Rich Myer \$250.00 to file the amended map with the county. Trustee Speer made the motion, seconded by Trustee Bimmler. Carried unanimously 5-0.

Minutes

Resolution to approve the meeting minutes of July 3, 2012 as submitted. Motion made by Trustee Speer, seconded by Trustee Gates. Carried unanimously 4-0-1 (Trustee Bimmler abstained).

Vouchers

Resolution to approve the abstract of vouchers with the following additions: Springbrook Software, \$1,410.00, Shari Pearce \$8.88, NYCOM, \$80.00, Walt Horylev, \$10.00, Kenneth Guarino, \$9.37. Totals as follows:

General fund	\$	122,890.11
Water fund	\$	37,056.70
Sewer fund	\$	479.06
Gas&Electric	\$	3,930.35
Prepaid	\$	113,791.70
<u>T&A</u>	<u>\$</u>	<u>13,733.36</u>

Total \$ 291,881.28

Motion made by Trustee Bimmler, seconded by Trustee Speer. Carried unanimously 5-0.

Make a Difference Day

Resolution to authorize the Treasurer to pay \$500.00 to the not-for-profit Make a Difference Day event that will be held on October 27th 2012. Trustee Fowler made the motion, seconded by Trustee Speer. Carried unanimously 5-0.

Centennial Park Renaming

Mayor Lee announced this item will be tabled; he does not have all the information to open this item up for discussion.

Budget Amendment

Resolution to increase the Historian's salary by \$57.00 for the 2011-12 budget year; his salary was not properly adjusted when increases were given. Trustee Speer made the motion, seconded by Trustee Fowler. Carried unanimously 5-0.

Dental program

Janet Surrige stated she has completed a five year overview of the self-insured dental fund and how it has been performing. Discussion followed.

There being no further business, the meeting was adjourned at 6:45 p.m. Trustee Speer made the motion, seconded by Trustee Gates. Carried unanimously 5-0.

Respectfully Submitted,

Shari Pearce, Village Clerk
Village of Hilton