

**Village Board Meeting
Tuesday, July 9, 2013**

Present: Mayor Lee, Trustees Gates, Speer, Bimmler, Fowler
Village Manager Janet Surridge
Village Clerk, Shari Pearce
Village Treasurer, Maryalice Edwards
DPW Superintendent, Mike McHenry
Code Enforcement Officer, Mike Lissow
Recording Secretary, Amy Harter

Absent: None

Guests: Larry Gursslin, Walt Horylev, The Harter family, The Pearce family, Linda Viney, Shannon Zabelny

Code Enforcement Report

- School District project: Mike Lissow reported that there are changes to the location of the proposed fuel island location and bus parking at the Transportation Department. Trustee Gates mentioned that in the past, a 6' fence was proposed along Old Hojack Lane, he noted any fencing should be addressed early on. Mike McHenry explained that he will follow up with LaBella Associates.

Superintendent's Report

- Community Center: The roof project has been completed.

Other miscellaneous items were discussed.

- Security Cameras: The management team determined that for safety concerns, security cameras should be installed on the first and second floors of the Community Center. This item was included in the 2013-2014 budget.

Resolution to authorize DPW Superintendent Mike McHenry to hire ADG Security to install security cameras on the 1st and 2nd floor at a cost not to exceed \$ 5,600.00. Motion made by Trustee Gates, seconded by Trustee Speer, Carried unanimously 5-0.

- Sewer Back up: 93 Underwood Avenue suffered a sewer back up in mid-June during one of many heavy rainstorms. Mr. McHenry suggested the homeowner install a check valve to alleviate backups in the future. There is a basement level bathroom in this home. Trustee Speer questioned our policy regarding requiring check valves. Mike Lissow explained bathrooms on the basement level require a check valve at the time of construction. Trustee Speer feels a check valve should be provided to the resident. The remaining Board members did not agree.

Resolution to authorize the Superintendent to go out for bid for the 2013 Sanitary Sewer Project. Bids will be opened on July 30, 2013 in the Community Center. Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 5-0.

- Hazardous Waste Collection: On June 15, 2013 there were 289 people that brought items for disposal.
- Jennejahn Lodge: Trustee Gates suggested air conditioning be considered for the lodge. General discussion followed. No decision was made.

Treasurer's Report

- The Tax collection season is complete. At this point, approximately 5% of the total taxes are outstanding and delinquent notices were mailed out.

Village Manager-Clerk's Report

- Certificate of Designation of Notice of Claim: Shari Pearce notified the Board that recently General Municipal Law §53 was amended permitting notices of claim against public corporations to be served on the New York Secretary of State. She recommended the following resolution be approved:

Resolution to authorize Shari Pearce to file a Certificate of Designation of Notice of Claim with the New York Department of State, designating the New York Secretary of State as their agent for services of notices of claim per the General Municipal Law §53 and to designate the Manager-Clerk as the contact person.

- Lifequest Church: A written request was submitted today to host the annual Hullabaloo at the Community Center on September 7, 2013. Mayor Lee tabled this discussion until the August meeting.
- Liability Insurance: Mrs. Pearce explained the liability insurance policy for 2013-2014 is due for renewal. The cost has increased 6% since last year. She recommended renewing the policy.

Resolution to accept the quote from Houston Casualty Insurance in the amount of \$54,387.31 for the term 7/1/13 – 6/30/14. Be it further resolved that the Village Manager is hereby authorized to bind the necessary coverage. Motion made by Trustee Bimmler, seconded by Trustee Speer 5-0. Carried Unanimously.

Village Manager/Clerk: Since the retirement of Janet Surrige, the Board has determined it necessary to merge the two positions of Village Manager and Village Clerk. This is a combined job of both Manager and Clerk duties.

Resolution to approve the following job description for the position “Village Manager/Clerk”. Motion made by Trustee Gates, seconded by Trustee Bimmler. Carried unanimously 5-0.

Resolution that the positions of “Village Manager” and “Village Clerk” are hereby merged (hereinafter to be title “Village Manager/Clerk”). Motion made by Mayor Lee, seconded by Trustee Bimmler. Carried Unanimously 5-0.

Overview:

The Village Manager/Clerk is appointed by the Mayor and subject to the approval by the Board of Trustees. The Village Manager/Clerk takes direction from the Mayor.

Typical Work Activities

- Insures that Local, County and State laws, ordinances and resolutions are faithfully executed.
- Represents Village in dealing with various agencies, governments, business concerns, and the general public.
- Administer employee benefits.
- Communicate policies, wages & benefit proposals between the employees and Village Board.
- Work with Department Heads and the Village Treasurer to prepare the annual budget.
- Review, monitor and audit operating budget for all departments; provide oversight to safeguard village funds.
- Approve all monthly vouchers and expenses to be paid, prior to board meeting.
- Oversee the preparation of the Village’s annual financial statements.
- Attend all Village Board meetings to advise and execute policy.
- Facilitate elections.
- Maintain all records accurately; function as Records Management Officer.
- Oversee and ensure accuracy of customer accounts.
- Manager, oversee and direct bid processes and legal notices.
- Administer oaths and take affidavits.
- Publish and post timely notices relating to: resolutions, local laws, public hearings, etc.
- Record and file all easements and deeds.
- Obtain and ensure the accuracy of all the Village’s liability, auto & equipment policies.
- Oversee Civil Service requirements and ensure compliance.
- Oversee and direct the activities of all Village Office employees.
- Provide backup to the Village Treasurer and Deputy Clerk as needed.
- Provide for appropriate Village publicity through news items, notices and releases.
- Make independent decisions and recommendations regarding overall Village operational efficiencies.
- Attend training courses and seminars to maintain professional accreditation and keep abreast of current industry standards.
- Implements and reports progress on Village Board requests and miscellaneous tasks. Acts as Liaison between the Department Heads and the Village Board.
- Compile data, statistics, and reports on Village functions, including the Water Distribution System (i.e. annual water quality report, NYS & Monroe County Health Reports, certification of installed backflow devices).

- Assists and gives direction to department heads in planning and implementing services and projects.
- Recommends improvements to Village procedures and policies.
- Processes complaints and requests that are directed to the Village.
- Assist in the interviewing and hiring of all personnel.
- Manage, compile data, statistics, and contracts for the operation of the Municipal Gas & Electric utility, and implement changes as needed.
- Manage the Hilton Local Development Corporation, to include compiling data, preparing financial reports and the annual IRS tax return, and maintaining compliance with the NYS Authority Budget Office. Implement changes as needed.
- Work with the Village Attorney on all legal matters.
- Represent the Village of Hilton as a member of the Upstate NY Municipal Worker's Compensation Program and attend all meetings.
- Manage the operation of the Community Center, to include the following: oversee the daily use of the building, communication and leases with the tenants, and manage the custodial staff and building schedule.

Resolution to approve the following job description for the Deputy Clerk. Motion made by Trustee Bimmler, seconded by Trustee Speer. Motion Carried Unanimously 5-0.

- Building Department: Assist the Code Enforcement Officer with correspondence, makes appointments for inspections, keeps all property files updated, deals with citizens for questions, complaints and application procedures send out notices for zoning violations.
- Secretary to the Zoning Board: Prepares agendas and correspondence and all work relating to the public hearings being held.
- Customer service: Responds to complaints, questions and needs of village residents and businesses.
- Assists the Village Clerk and Village Treasurer: correspondence, tasks special projects, including all licensing as assigned.
- Issues tax searches.
- Facilitate Village Board meetings: Prepare agendas, attend meetings and record minutes.
- Issue vendor licenses.
- Provide backup for the front desk/receptionist position when needed. To include, but not limited to: Collecting customer payments, making bank deposits, answering the telephone.

Resolution to approve the following job description for the Assistant Historian. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried Unanimously 5-0.

- The position Assistant Historian for the Village of Hilton will report to the Village Historian.
- In the absence of the Historian, the Assistant Historian will open the office and accommodate members of the public who wish to see the collection of ask questions.
- The Assistant Historian will research items of special interest through old newspapers, records and other sources to build a significant file of information for articles, presentations or the general record.

- The Assistant Historian will work with the Historian on presentations that feature subjects of local interest for the Historical Society, student projects, and the individuals wishing to learn more about the background of their community.
- Photographic displays: The position will entail taking digital photographs of antique photos that exist in the collection in order to preserve and disseminate them.
- Village Website: The position will assist in adding Village History in the form of articles, photos, videos, and other special documents to the Village of Hilton's website. This will facilitate the public's ability to access interesting and important aspects of the Village's interesting and remarkable history.
- The Assistant Historian will help in keeping the office organized and up to date.
- The Assistant Village Historian will receive \$1000.00 annually for their service. Payment will be by check at the end of each quarter, mailed to the individual's address.
- The Assistant Historian position will commence on June 1, 2013.

Inter-municipal Agreement: The Hilton Fire Department is holding their annual carnival July 24-July 29, 2013. The Town of Greece Police Department will be utilized for traffic control and enforcement as well as crowd control.

Resolution to enter into an Inter-municipal Agreement between the Town of Greece, Town of Parma, Village of Hilton, Hilton Fire Department and the Hilton Parma Fire District as follows: Motion made by Trustee Bimmler, seconded Trustee Speer. Carried unanimously 5-0.

INTERMUNICIPAL COOPERATION AGREEMENT

This agreement made this _____ of July, 2013 amongst the Town of Greece(Greece) , Town of Parma (Parma) Village of Hilton(Hilton) , the Hilton Fire Department (Department) the Hilton Parma Fire District(District), pursuant to Articles 5-g and 10 of the General Municipal Law,

WHEREAS, Commencing July 24 2013 , the department is sponsoring the Hilton Fire Department Carnival , a fundraiser, with permission from the District, and

WHEREAS , this event will include a Carnival from July 24th through and including July 27th , a Kiddy Parade on Wednesday July 24, 2013 , an adult parade on Thursday, July 25, 2013, and a concert on Saturday July 27, 2013.

WHEREAS, Hilton, Parma, the District and the department have committed resources to make this fundraising event a success, and

Whereas , it is expected that this event may attract a large number persons to Parma and Hilton, which could result in traffic congestion on town and village streets; needing traffic control, traffic enforcement, and crowd control and,

WHEREAS, during this special event Parma and Hilton require additional police and special police coverage to maintain and control the orderly movement of vehicles throughout the streets and highways within Parma and Hilton, and provide traffic control at or near the Hilton Fire Department Carnival site; and

WHEREAS, the parties desire to enter into this agreement to authorize and empower Greece's special police to render assistance to Parma, Hilton, the Department and the District in order to control the orderly movement of vehicles throughout the streets and highways within Parma and Hilton;

WHEREAS, the Monroe County Sheriff already has jurisdiction over the geographic areas which are the subject of this agreement, and will be assisting with traffic and crowd control based upon available of their personnel.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and pursuant to the provisions of Articles 5-g and 10 of the General Municipal Law, the parties agree as follows

1. The effective date of this agreement shall be July 24, 2013 at 12:00 p.m. and shall remain in full force and effect until July 27th, 2013 at 11:59 P.M.
2. This agreement may be canceled by mutual consent of all the parties.
3. That the municipal boards of Greece, Parma, Hilton and the District and the Board of Directors of the Department, grant and authorized the Towns' Supervisors, the Village Mayor, the Chairman of the Board of Fire Commissioners and the Fire Chief, the authority to request special police assistance from Greece for crowd and traffic control purposes during the Hilton Fire Department Carnival and further grant the respective Town of Greece Special police the authority to undertake such a function.
4. That during the course of the performance of the duties pursuant to paragraph above, the Greece special police shall have the same powers, duties and authority to as they have within the Town of Greece.
5. All Fuel for the vehicle used by the Greece Police shall be paid and provided for by the Department.
6. That during the performance of their duties in rendering assistance to the other, each municipality shall maintain its own liability insurance for the services performed by its own officers.
7. Parma, Hilton, the District and the Department shall defend, indemnify, and hold harmless Greece against any legal action and liability resulting from either's Parma, Hilton, the District or the Department's intentionally wrongful or negligent acts, or omissions arising out of this Agreement.
8. Greece shall defend, indemnify, and hold harmless Parma, Hilton, the District and the Department against any legal action and liability resulting from Greece's intentionally wrongful or negligent acts, or omissions arising out of this Agreement.
9. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding on Parma, Hilton, the District, the Department and Greece. Neither Parma, Hilton, the District, the Department nor Greece shall have the right to assign, transfer, or sublet its interests or obligations hereunder without the written consent of the other party.
10. This Agreement constitutes the entire agreement amongst the parties, and supersedes any and all prior proposals, negotiations and agreements, whether

written or oral. Any amendment to this Agreement shall be void unless it is in writing and subscribed by the party against whom the amendment is sought to be enforced.

11. In the event Parma, Hilton, the District, the Department, or Greece does not strictly enforce the terms and conditions of this Agreement, such non-enforcement shall not act as a waiver or amendment of this Agreement, nor shall such non-enforcement prevent Parma, Hilton, the District, the Department or Greece from enforcing every term of this Agreement thereafter.
12. In performing pursuant to this Agreement, Parma, Hilton, the District the Department and Greece and their respective agents or employees shall strictly comply with all Federal, State, and local laws, rules, and regulations applicable to the performance. Furthermore, every provision of law required to be inserted in this Agreement shall be deemed so inserted, and this Agreement shall be read and enforced as if such provisions were so inserted.
13. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, the venue for the resolution of such a dispute shall be the County of Monroe, State of New York.
14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of said counterparts shall together constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Workers Compensation Program: Shari Pearce noted that the Treasurer duties have been re-assigned due to Janet Surridge's retirement. Shari recommended that the Village stays involved in the program by designating three Village employees.

Resolution to continue our participation in the self-insured Upstate NY Municipal Workers' Compensation Program. The Village Board hereby designates Shari Pearce as the Plan Director; Maryalice Edwards as the Alternate Director; and Mike McHenry as the Plan Facilitator. Motion made by Trustee Speer, seconded by Trustee Gates. Carried Unanimously 5-0.

- Walt Horylev Civic Beautification Award: The Board discussed the next recipient of this award. Gary Inzana, owner of 9-11 South Avenue, has been nominated for the remodel of the building. A motion to accept the nomination of Gary Inzana, was made by Trustee Speer, seconded by Trustee Fowler. Carried Unanimously 5-0. Mr. Tom Burger, owner of the Burger Funeral Home, was granted Honorable Mention for his pond and fountain at 741 East Avenue.

Oath of Office

Resolution to appoint and administer the Oath of Office to Amy Harter as Deputy Clerk effective 6/1/2013 expiring March 31, 2014. Motion made by Trustee Bimmler, seconded by Trustee Speer. Carried Unanimously 5-0.

Resolution to appoint and administer the Oath of Office to Shari Pearce as Village Manager-Clerk effective 6/1/2013 expiring March 31, 2014. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried Unanimously 5-0.

A short reception was held and well wishes were extended by those in attendance.

Public Forum 6:00 p.m.

Larry Gursslin, 165 West Avenue, discussed a number of property maintenance issues with the Board. These items have already been addressed by the Code Enforcement Officer, Mike Lissow. Mr. Gursslin also questioned the Board if the Architectural Review process is being followed by the Zoning Board. Shari Pearce explained that the Village staff is currently working to clarify the code and it will be brought to the Village Board for their review and approval in the near future. Mr. Gursslin noted that the newsletter has less news and more graphics in the last few issues. The Board stated they are very pleased with the content and design of the newsletters and the Village receives positive feedback from our residents. Shari Pearce added that space for content is not limited and graphics are included for visual interest. Mr. Gursslin stated that the reimbursement for the retirees Health Savings Account is a good idea. He commended the Village Board on their choice of management. There was discussion regarding removal of a large tree at 134 West Avenue. Mike McHenry agreed to investigate the health of the tree at Mr. Gursslin's residence.

Minutes

Resolution to approve the meeting minutes of June 4, 2013 as presented, motion made by Trustee Speer, seconded by Trustee Bimmler. Carried 4-0-1, Trustee Fowler abstained.

Liaisons Reports

Trustee Fowler informed the Board that the Recreation Commission meeting was held at the Fire Department. Trustee Fowler expressed to the board he was impressed with Mike McHenry's professionalism and courtesy extended to the Commission during their tour.

Trustee Fowler asked the Village Board to allow the Recreation Commission to use the Board Room to conduct their meetings once a month. The Board agreed noting that if there are any issues, they will be asked to relocate.

Vouchers

Resolution to approve the abstract of vouchers with the following additions: \$49.64 Amy Harter, \$16.17 Tops, \$59.00 Ludeen Schepler, \$54,387.31 Rose & Kiernan. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously 5-0.

General Fund	\$ 126,248.87
Water Fund	\$ 32,503.30
Sewer Fund	\$ 4170.86
Gas & Electric	\$ 5463.19
Prepaid	\$ 110,752.88
Trust & Agency	<u>\$ 16,342.01</u>
	\$ 295,481.11

There being no further business, the meeting was adjourned at 7:25 p.m.

Respectfully Submitted,

Amy Harter, Recording Secretary