

**Village Board
Meeting Minutes
December 1, 2020**

Present: Mayor Lee, Trustees Zabelny, Fowler, Speer, Farrell
Village Manager/Clerk Shari Pearce
DPW Superintendent Keith Brown
Asst DPW Superintendent Jeff Pearce
Treasurer Maryalice Edwards
Code Enforcement Officer Mark Mazzucco
Deputy Clerk Amy Harter
Recreation Director Tom Venniro

Guests: Linda Viney, Chad McManus

Mayor Lee to call the Village Board meeting to order with the Pledge of Allegiance followed by a moment of silence. The meeting was held in the Ingham Room and made available to the public via Zoom.

Recreation Report

Tom Venniro gave his report. The Christmas Tree lighting on December 5th has been scaled down. The department is hosting a scavenger hunt to be held outdoors at 5 p.m. by solving clues posted in the business's windows. So far, 35+ families have preregistered. The tree lighting will be held at 5 p.m. with clergy and politicians. No celebration will be held inside this year, the Community Center will be closed.

Code Enforcement Report

Zoning Board of Appeals: Mark Mazzucco reported there was no formal business this month, however, the meeting was held for administrative items. Chairman Fay has changed the public hearing time to begin at 6:45 p.m. The meeting start time remains at 6:30 p.m.

Building permits: Mark provided the board with the monthly report of permits issued: 8 building permits with \$340 dollars in fees collected.

Fire Marshal: Mark gave a detailed report with the findings from an inspection done by SG Security. He is awaiting their quote to install the missing smoke and carbon monoxide detectors in the Community Center. Mark also reported the elevator requires a third-party inspection semi-annually as per New York State Uniform Code. Mark found no documentation that these inspections have been completed. Mark has contacted National Elevator Inspection Services for a quote.

ATV Law: Mark drafted a revision of Chapter 259 of the Recreation Vehicle Law and sent it to the Village attorney for review. Larry Schwind made grammar and language changes. Local Law #1, 2021 will be drafted and advertised for a public hearing at the January 5, 2021 Village Board meeting.

Resolution to authorize the Village Manager to advertise the public hearing on January 5, 2021 for Local Law 1, 2021 to revise Chapter 259 of the Recreation Vehicle Law. Motion made by Trustee Fowler, seconded by Trustee Zabelny. Carried unanimously, 5-0.

Pause NY: Mark received violations of including restaurant workers and gym employees not following COVID protocol. This was handled by the Health Department.

Exempt Club: Mark received a complaint that an event was scheduled with 140 attendees. Mark contacted the club manager. The club was following at proper protocols including the number in attendance would not exceed 60. The club manager also contacted the Health Department directly, and they gave their approval. Mark noted the club did an excellent job by obtaining all the necessary information need for a safe event.

DPW Report

Retirement: Keith Brown, DPW Superintendent, reported DPW employee, Karen Weissenburger, has announced her retirement effective January 4, 2021. Karen has been employed by the Village since February 2000.

Resolution to accept the resignation of Karen Weissenburger, effective January 4, 2021. Motion made by Trustee Fowler, seconded by Trustee Zabelny. Carried unanimously, 5-0.

Grants: Keith reported the pre-construction meeting for Unionville Station LED streetlight project was held December 1st. Keith, Jeff Pearce, Shari Pearce, Amy Harter met with Phil Morgan from Monroe county and Jeff Willey from Power and Construction, LLP. The necessary paperwork will be sent to Monroe County by the end of the week. Mr. Willey stated the materials should be received within 6-8 weeks. Installation will be scheduled thereafter.

CARES Grant: On August 17, 2020, the Village was awarded \$33,000 to install a standby generator for the sanitary sewer lift station in Unionville Station. This grant was to be funded with the Coronavirus Aid, Relief and Economic Security (CARES) Act. Shari Pearce reported the funding for grant did not come through as expected, however, Phil Morgan, Monroe County stated the County will fund the approved projects. This may delay the project; Shari will keep the board updated.

Equipment: Keith Brown reported the 2001 Mack truck sold at auction for \$4600. Payment is expected soon and will be deposited into the DPW Equipment Reserve Fund.

Personnel: Keith is recommending hiring another full-time refuse laborer; however, he has not finalized his selection at this time.

Resolution to authorize the DPW Superintendent to hire a full-time refuse laborer at his discretion. Motion made by Trustee Fowler, seconded by Trustee Speer. Carried unanimously, 5-0

Wages: Kevin Burritt has received his CDL license and has been employed for one year. He is eligible for a wage increase of \$.75/hour.

Resolution to authorize a wage increase of \$.75/hour for Kevin Burritt. Motion made by Trustee Fowler, seconded by Trustee Zabelny. Carried unanimously, 5-0.

Gas Main: DDS continues to work on the project. Recently, there was a sewer back up at 165 West Avenue. The DPW flushed the main and verified it was not a Village issue. The property owner, Larry Gurslin, hired a plumber to auger the lateral, and has not had an issue since. Larry was present at the meeting and thanked the DPW employees for their assistance. He complimented them on their swift response and follow up.

COVID19: Keith reported he is working with his department to create a plan related to any potential shutdown. Earlier this year, the crews were divided into two groups working opposite shifts and their break spaces were separated. Likely, the DPW revert to that action plan due to rising numbers of positive cases in the county.

Streetlight: A light in the Arlington Restaurant parking lot was hit by a car on November 29th. The driver came forward and is working with Keith Brown and Jeff Pearce to have it repaired at his expense.

Arlington Restaurant: A dumpster containing cooking grease was overfilled and spilled into the parking lot. The DPW responded and assisted in the cleanup. The DEC also responded. Asst Superintendent, Jeff Pearce has billed for their services and a letter with corrective measures was sent to the owner.

Treasurer Report

Resolution: To amend the 2020-21 budget as follows: Increase State Retirement expense and decrease contingency. Motion to approve made by Trustee Zabelny, seconded by Trustee Speer. Carried unanimously, 5-0.

Increase expense A9010.40	\$9380
Decrease expense A1990.40	(\$9380)

Resolution: In accordance with Section 802 (A) (4) of the Employee Handbook for health insurance, the Village Board hereby establishes that for calendar year 2021, the Village of Hilton will contribute 80% of the annual deductible amount for active full- time employees. The Treasurer is authorized to deposit the Village's share into the employee's health saving accounts according to the following schedule: Within the first 10 days of each month the Treasurer will deposit the employees pro-rated share of the employers' portion of their health savings dollars. If the employee is in need of the remaining amount of their health savings dollars, the employee must show the Excellus statement indicating they have met the deductible amount prior to the Treasurer depositing the remainder of the health savings dollars. Motion to approve made by Trustee Fowler, seconded by Trustee Zabelny. Carried unanimously 5-0.

CD: Maryalice Edwards reported the current CD's mature will Wednesday, December 1st, the rate for a new 30 day CD is .20%.

Resolution to authorize the Treasurer to renew the CD's for 30 days at .20% with Canandaigua National Bank motion made by Trustee Speer, seconded by Zabelny. Carried unanimously 5-0.

Manager's Report

Jennejahn Lodge: The board discussed to keep the lodge closed due to COVID19 After some discussion, it was decided it shall remain closed.

Resolution to continue the closure of the Jennejahn Lodge until further notice due to COVID19. Motion made by Trustee Speer seconded by Trustee Farrell. Carried unanimously, 5-0.

Sewer Project: The timeline has been provided to the board. We are looking to request to go out to bid in January 2021. Larry Schwind has prepared the three easement release agreements needed for the project. Shari remarked she has received two of them back already.

Community Center: The board agreed to close the building shortly after reopening to the public. This was due to rising cases of COVID within Monroe County. The building shall remain closed for the foreseeable future.

Holiday Schedule: Shari Pearce presented the holiday schedule for 2021.

Resolution to accept the 2021 holiday schedule as presented, motion made by Trustee Speer, seconded by Trustee Zabelny. Carried unanimously, 5-0. *The schedule is included at the end of these minutes.*

Zoning Board of Appeals: Shari explained the December 8th meeting will be held in person for the members and applicants with Zoom available for all others. This is due to COVID. The board agrees although the situation is not ideal, it is for safety. Shaun Logue from MRB will be in attendance.

CARES Act: Shari Pearce reported the Village of Hilton is eligible to receive economic relief due to the impacts of COVID-19 in the amount of \$11,016.24. *The entire Intermunicipal Agreement is available at the end of these minutes.*

Resolution to approve the CARES Act Intermunicipal Agreement with Monroe County and accept \$11,016.24, motion made by Trustee Speer, seconded by Trustee Zabelny. Carried 5-0.

Resolution to recognize and abide by NYS Chapter 108 of the Laws of 2020 that public utilities and municipalities provide notice to residents that are experiencing financial difficulties due to COVID 19. If a resident is having difficulty, we are to offer payment plans, relief of penalties and cannot turn water service off. Motion to approve made by Trustee Speer, seconded by Trustee Zabelny. Carried unanimously, 5-0.

Records Retention: Shari notified the board that NYS has made changes to the Records Retention schedule.

Resolution to recognize the Retention and Disposition Schedule for New York Local Government Records (LGS-1), this will replace all previous local government schedules. Motion to approve made by Trustee Zabelny, seconded by Trustee Farrell. Carried unanimously, 5-0.

Procurement Policy: This policy was changed to reflect that Nick Mucci is now authorized to make purchases on behalf of the DPW for as Assistant Mechanic.

Resolution to authorize Nick Mucci to make purchases on behalf of the Village of Hilton. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously. *A copy of this policy is at the end of these minutes.*

Village Audit: Shari provided a copy of her letter that was sent to NYS Office of the State Comptroller. This was in response to their audit conducted in 2019. Shari included corrective actions for the recommendations made in their report. Although they have not responded, these matters should be considered closed as the necessary policies and actions have been put into place where appropriate.

Electric charging station: A meeting was held with Mike Moser from EV Charge Solutions, Joe Lee, Shari Pearce, Keith Brown and Jeff Pearce. This meeting was to discuss a location for an electric charging station. They visited the former ATM site located at Railroad Avenue and Hovey Square. It was recommended to have three charging units and six parking spaces. Mr. Moser explained there is financial assistance for the installation of the units, there should be no Village expenses. The Village Board is supportive to move forward with the project.

Training: Last month Shari received authorization to send three employees for computer training for their new job responsibilities. There are no current classes locally being offered. Amy Harter will assist the employees with training on our software and email on a weekly basis.

Retirement: Keith Brown has announced his retirement in March. A meeting with the Board, Shari Pearce, Keith Brown, Jeff Pearce and Chad McManus will be held on December 9th at 3 p.m. to discuss the future of the DPW.

Public Hearing

Mayor Lee opened the Public Hearing to approve the Comprehensive Plan at 6:02 p.m. There were no comments made from the public.

SEQR: Shaun Logue, MRB Group was present via Zoom and reviewed SEQR parts 2 and 3.

WHEREAS, the Village of Hilton Village Board of Trustees (hereinafter referred to as “Village Board”) has determined the above-referenced Action to be a Type 1 Action pursuant to Part 617 of the State Environmental Quality Review (SEQR) Regulations; and

WHEREAS, the Village Board has reviewed and accepted the completed Full Environmental Assessment Form Parts 1, 2, and 3 on the Action prepared by the MRB Group; and

WHEREAS, the Village Board has completed the public comment period provided for under the SEQR Regulations; and

WHEREAS, the Village Board has designated itself as lead agency under the SEQR Regulations for making the determination of significance upon said action; and

WHEREAS, the Village Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in Full Environmental Assessment Form Parts 1, 2, and 3.

NOW THEREFORE BE IT RESOLVED, that said Action **WILL NOT** result in any significant adverse environmental impacts based on the review of the Full Environmental Assessment Form; and

BE IT FINALLY RESOLVED that the Village Board does hereby make a Determination of Non-Significance on said Action, and the Mayor is hereby directed issue the Negative Declaration as evidence of the Village Board determination of environmental non-significance. Motion made by Trustee Speer, seconded by Trustee Zabelny. Carried unanimously, 5-0.

Mayor Lee closed the public hearing for at 6:12 p.m.

WHEREAS, the Village of Hilton Village Board of Trustees (hereinafter referred to as “Village Board”) did, on October 6, 2020, last amend the document entitled “Envision Hilton: 2030 Comprehensive Plan” (hereinafter referred to as “Comprehensive Plan”), prepared by MRB Group, D.P.C., the Village engineering firm; and

WHEREAS, the Village Board is responsible for the preparation and adoption of the Comprehensive Plan, pursuant to Section 7-722 of the New York State Village Law; and

WHEREAS, the Village’s existing comprehensive plan had not been thoroughly updated in more than 40 years and does not reflect the community’s current vision and specific initiatives to help achieve that vision; and

WHEREAS, the Village desired to have a vision and plan for the community to refer when addressing potential land uses and environmental impacts from the reuse of properties and the development of the vacant parcels in the Village; and

WHEREAS, the Village desired to be proactive in dealing with regional and inter-municipal issues, protecting its resources, and planning for community and/or service needs; and

WHEREAS, in recognition of the fact that the participation of citizens in an open, responsible and flexible planning process would be essential to the designing of the optimum Comprehensive Plan, on February 28, 2019, the Mayor introduced the Comprehensive Plan Steering Committee (hereinafter referred to “Steering Committee”), whom would oversee the development of the Comprehensive Plan; and

WHEREAS, between February 2019 and September 2020, the Steering Committee listened to experts and citizens, collected studies, and reviewed data. Members inventoried and analyzed existing conditions, surveyed and interviewed citizens, evaluated future trends, mapped and studied community resources, and ultimately made the recommendations included in this plan; and

WHEREAS, the Village Board referred the proposed Comprehensive Plan to Monroe County Planning Board for review and recommendation as required under NYS Village Law, § 7-722 -; and

WHEREAS, substantial opportunities for public input and comment were provided to the citizens of Hilton and included a community-wide survey, workshops, charrettes and Steering Committee meetings. Public Hearings on Plan Adoption and for SEQRA were held in October 2020 and December 2020. Citizens participated extensively throughout the planning process and public meetings were well attended. Community members contributed thoughtful comments and suggestions, providing continual to prepare an initial draft and then several re-drafts of the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan is a vision document which identifies the important positive attributes and components which defines the village and provides a blueprint for the future; and

WHEREAS, the Comprehensive Plan will provide guidance to decision makers, residents, property owners, businesses and organizations through its Vision Statements, Goals, Objectives and Strategies relevant to the subject matters of senior citizens, property maintenance, land use, smart growth initiatives, downtown development, business development and environmental resources; and

WHEREAS, the Comprehensive Plan was finalized by the Village of Hilton Comprehensive Plan Steering Committee after widely distributing drafts of the Plan and revising the document in response to issues and comments raised by the agencies and the public; and

WHEREAS, the members of the Village Board have carefully and thoroughly reviewed the Comprehensive Plan as revised and is satisfied that it meets the needs of the Village and requirements of applicable laws.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Village Board hereby adopts the Comprehensive Plan dated December 1, 2020 (Final Version), as an important planning tool which identifies a wide range of issues, initiatives, studies, projects and programs which can be undertaken by various entities in the short-term and long-term. Motion made by Trustee Speer, seconded by Trustee Zabelny. Carried unanimously, 5-0.

4 Archer Drive: The homeowner has requested to stone his tree lawn area to park a vehicle. It is against the Village Code Section 275-9 C. The owner of 195 Raintree Lane has placed a crushed stone base on his tree lawn and parks his heavy-duty work vehicle. While, this is against Village Code, he was given permission by a former employee without Village Board approval. Trustee Speer stated he is not in favor of parking in the tree lawn and feels permission should not have given to do so. Trustee Speer suggested widening the driveway. The board agreed parking should not be allowed in the tree lawn and the stone must be removed. The DPW Superintendent may assist the property owner to restore the area at his discretion. The request from the owner of 4 Archer Drive is denied.

Resolution to consider Local Law #2, 2020 to add language to §Chapter 165-7 of the Hilton Code, Peddling, Vending and Soliciting for adoption: *A. Exemptions*; Persons soliciting on behalf of any public or private school or any voluntary firemen’s association, veterans’ organization, fraternal organization, service group or other nonprofit organizations of association which maintains a chapter or local organization within the Village of Hilton, Town of Parma or Hilton Central School District. **Proposed language to be added:** However, all food vendors must adhere to all sections of Chapter 165. Fees for this application will be waived per Section 165.6

There were no public comments made.

Monroe County Department of Planning determined this is a local matter.

With all persons being heard, Mayor Lee declared the public forum closed at 6:43 p.m.

Resolution to approve Local Law #2, 2020 to amend §Chapter 165-7 of the Hilton Code, Peddling, Vending and Soliciting. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously, 5-0.

Vouchers

Resolution to approve the vouchers with the following additions: Deckman Oil \$804.84, Department of Labor \$47.05, First Bankcard \$368.22, Garden Factory \$149.99, Hilton Napa \$280.67, Home Depot \$107.66, Lacy Katzen \$1062.50, Tri-Delta \$880.00, Jane Gates \$837.19. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously, 5-0.

Prepaid	\$5,416.85
TA	\$28,525.53
General	\$163,349.28
Water	\$48,482.71
Sewer	<u>\$51,477.51</u>
Total	\$297,251.88

Minutes

Resolution to approve the meeting minutes of November 3, 2020, as presented. Motion made by Trustee Fowler, seconded by Trustee Farrell, carried unanimously, 5-0.

Discussion

Mayor Lee would like to recognize the following retirements: Mike Lissow, Mike McHenry, Jim Liese, Mary Lissow, Richard LaForce, Rick Bjornholm.

Next Village Board meeting is January 5, 2021.

Executive Session

Motion to enter into Executive Session at 7:31 p.m. to discuss employee wages, motion made by Trustee Fowler, seconded by Trustee Zabelny. Carried unanimously, 5-0.

Resolution to exit Executive Session and adjourn the meeting at 8:00. Motion made by Trustee Zabelny, seconded by Trustee Farrell. Carried unanimously, 5-0.

Resolution to increase the wage of DPW employee, Cody Kelly, by \$.10/hour for longevity pay according to the employee handbook. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously, 5-0.

Resolution to increase the wage of DPW employee, Andy Steiger, by \$.14/hour for longevity pay according to the employee handbook. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously, 5-0.

Respectfully Submitted,

Amy Harter
Deputy Clerk

Intermunicipal Agreement for CARES Act Distribution

This Intermunicipal Agreement ("Agreement") is by and between the County of Monroe, a municipal corporation organized under the laws of the State of New York with offices at 39 West Main Street, Rochester, NY 14614 (the "County") and the Village of Hilton, a municipal corporation organized under the laws of the State of New York with offices at 59 Henry Street, Hilton, New York 14468 (the "Local Government"). The County and the Local Government shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was passed by Congress and signed into law on March 27, 2020, and provides economic relief to the American people from the public health and economic impacts of COVID-19;

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to state, local, and tribal governments navigating the impact of the COVID-19 outbreak;

WHEREAS, the CARES Act provides that the U.S. Treasury Department was to make payments from the Coronavirus Relief Fund to states and eligible units of local government, the District of Columbia, U.S. territories, and tribal governments, based on population calculations provided in the CARES Act;

WHEREAS, the County is an eligible unit of local government under the CARES Act and has received an allocation of Coronavirus Relief Funds;

WHEREAS, the CARES Act requires that Coronavirus Relief Funds may be used only to cover those costs of local government that: a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; b) were not accounted for in the budget most recently approved as of March 27, 2020 for the local government; and c) were incurred during the period that began on March 1, 2020 and ends on December 30, 2020;

WHEREAS, the County desires to distribute a portion of its allocation of Coronavirus Relief Funds to the Local Government in order to effectuate the purpose and intent of the CARES Act and to assist the Local Government in mitigating the impacts of the COVID-19 emergency, and the Parties desire to enter to this Agreement in order to set forth the terms and conditions pertaining to such distribution;

WHEREAS, the County is duly authorized to enter into the Agreement pursuant to Resolution 188 of 2020 of the Monroe County Legislature adopted on June 9, 2020 and approved by County Executive Adam J. Bello on June 16, 2020; and

WHEREAS, the Local Government is duly authorized to enter into the Agreement pursuant to action taken by its legislative body, a copy of such authorization the Local Government shall provide to the County herewith.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and Local Government agree as follows:

1. **Coronavirus Relief Funds Available to Local Government.** The County will make available for reimbursement to the Local Government, a portion of the County's allocation of Coronavirus Relief Funds ("Coronavirus Relief Funds" or "Funds") in an amount not to exceed Eleven Thousand Sixteen and 24/100 Dollars (\$11,016.24) plus any additional funds the County makes available at the County's sole discretion (the "Distribution Amount").

2. **Local Government Request for Reimbursement.** The Local Government has made a request to the County for reimbursement of certain expenditures incurred due to the public health emergency. The Local Government acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and shall not be submitted for reimbursement, or paid with funds from any other federal or state government program, such as FEMA, or another aid program.

A. **Certification.** The Local Government hereby certifies that all requests for Funds are for Local Government expenses that are subject to reimbursement under the CARES Act ("Eligible Expenses"). "Eligible Expenses" are defined as those expenses that:

- 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19");
- 2) were not accounted for in its budget most recently approved as of March 27, 2020, for the Local Government; and
- 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

B. **Documentation.** The Local Government shall provide the dates of expenditure, amounts, vendors, description of expenses, an explanation that such expenditures constitute Eligible Expenses, and such other information proving/verifying its expenditures as Eligible Expenses under the CARES Act ("Required Documentation").

C. **County Review and Acceptance.** The County shall review the Local Government's reimbursement request. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, at its sole discretion, are Eligible Expenses. The County may contact the Local Government to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the Local Government's request for reimbursement, the County shall provide a written response documenting the basis for the County's determination. The Local Government may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within ten (10) days of receiving notice of the County's written determination, and the County will then further review the request and any additional supporting documentation and rationale submitted by the Local Government; except that no request may be submitted or re-submitted by the Local Government later than November 20, 2020 unless written permission from the County's Chief Financial Officer to submit or re-submit a request after this date has been obtained.

D. Federal Review. The Local Government acknowledges and understands that the U.S. Treasury is the authorizing agency and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is subject to federal review and has the potential to be subsequently disallowed. As such, any acceptance by the County of the Local Government's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Local Government's obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Local Government's obligation to return to the County any Funds distributed to the Local Government that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to be otherwise unlawful.

E. Distribution. The County shall disburse funds directly to the Local Government via electronic funds transfer. The County shall use its best efforts to distribute Funds to the Local Government within ten (10) days of latter of: the Agreement's complete execution by the Parties or the County's review and acceptance of the Required Documents.

F. Consultation. The Local Government is encouraged to consult with its attorney with any questions regarding whether proposed expenses are Eligible Expenses prior to incurring or otherwise committing to such expenses. The Local Government shall not enter into any sub-grant arrangements or agreements with third parties for the use of Eligible Expenses without first obtaining the prior written consent of the County.

G. Disputes/Release. The Local Government understands that the County is obligated to incur any costs to be charged to its allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any unexpended Funds as of that date must be returned to the U.S. Treasury Department. The Local Government hereby waives, relinquishes and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County, its elected and appointed officials, employees and agents, to obtain reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to pay Funds to the Local Government.

3. **Return of Funds**. To the extent any reimbursement paid to the Local Government under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Local Government, the Local Government agrees that it shall return any Funds to the County that are unused or refunded by December 18, 2020.

4. **Expenditures and Accounting**.

A. The CARES Act imposes expenditure and accounting obligations upon local governments receiving Coronavirus Relief Funds. The Local Government acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and accounts for its portion of the Distribution Amount received from the County in strict compliance with the CARES Act requirements and this Agreement, and any other applicable laws, regulations and

rules, formal guidance from the U.S. Treasury Department, and the OMB Uniform Guidance for Federal Awards (2 CFR § 200). Because the CARES Act is recent legislation, the Parties anticipate that additional federal legislation, rules, regulations, and guidance from the U.S. Treasury Department may be promulgated regarding the expenditure and accounting requirements. The Local Government agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, regulations, and guidance from the U.S. Treasury Department.

B. The Local Government shall maintain complete records documenting its use of Funds under this Agreement. Records are to include relevant financial information such as bids, proposals, contracts, invoices, vouchers, receipts, payroll and time records as well as administrative records documenting the Local Government's determination that such expenditures are Eligible Expenses under the CARES Act. The Local Government shall provide the County, as well as the U.S. Treasury Department and the Office of Inspector General ("OIG"), full access to these records so that compliance with the CARES Act and other applicable laws and regulations can be monitored, audited, and confirmed. The County will monitor the use of Funds distributed to the Local Government through reporting, site visits, regular contact, or other means to provide reasonable assurance of compliance with laws, regulations, and the provisions of the CARES Act. All records pertaining to the use of Funds under this Agreement shall be maintained by the Local Government for a period of at least seven (7) years from December 30, 2020.

C. The Parties anticipate that the OIG will audit the use of Coronavirus Relief Funds beginning in January 2021, or thereafter. In anticipation of the upcoming audit, the Local Government agrees to provide to the County any additional documentation required to respond to such audit.

D. If the federal government imposes additional documentation requirements on the County, the Local Government agrees to timely provide to the County all information and documentation necessary for the County's compliance with such requirements as related to the Distribution Amount.

E. None of the reporting requirements herein is intended to shift to the County the responsibility of the Local Government for ensuring that each dollar of its requests for reimbursement or advances was spent in compliance with the CARES Act and this Agreement. The County assumes no responsibility for oversight or management of the Local Government's spending and requires the above reporting to ensure the County has sufficient documentation for any OIG audit. In the event the OIG, U.S. Treasury Department, or any other federal agency/division determines that the Local Government spent any portion of its Distribution Amount on or was reimbursed by the County for any ineligible expenses, or that the expenditure or use of Funds was otherwise unlawful, the Local Government acknowledges and agrees that it is solely responsible for any required recoupment/repayment of those Funds and shall return such Funds to the County upon the County's request.

5. **Audit.** In the event of an audit or other investigation or review by the U.S. Treasury Department, or other authorized governmental entity, of the use of any Coronavirus Relief Funds provided by the County to the Local Government, the Local Government shall, at its own costs, provide documentation and defend the Local Government's use of the Funds. The Local Government agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this Agreement. In the event that the U.S. Treasury or other authorized governmental entity finds that the Local Government's use of Funds was not authorized by the CARES Act or this Agreement, or that the Local Government received reimbursement of Funds from the County to cover expenditures that are not Eligible Expenses or was otherwise in violation of the CARES Act, or was otherwise unlawful, the Local Government acknowledges and agrees that it shall be solely responsible for paying/refunding/reimbursing the amount of such Funds to the County, along with any interest and costs assessed by the federal government on such amount. The County shall then pay the amount of such Funds, and interest and costs, received from the Local Government to the U.S. Treasury or other federal agency/division. The Local Government further acknowledges and agrees that, if the expenditure of Federal awards by the Local Government meets or exceeds \$750,000 during the fiscal year 2020, it shall perform audits as required by the OMB Uniform Guidance per §200.501.
6. **Representatives.** The County's primary contact for matters pertaining to this Agreement shall be Robert Franklin, Chief Financial Officer. The Local Government's primary contact for matters pertaining to this Agreement shall be Sharianne Pearce, Village Manager/Clerk.
7. **Compliance with Laws.** The Local Government shall comply with the CARES Act and any other applicable federal, state, and local laws, regulations and rules.
8. **Indemnification.** To the extent permitted by law, the Local Government shall indemnify the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Local Government, or its elected officials, employees, agents, or subcontractors arising out of or in any way connected with their performance or receipt of Funds under this Agreement. The Local Government's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.
9. **Hold Harmless.** The Local Government agrees that in the event the Local Government (or anyone acting on its behalf) fails to perform the terms of the Agreement or is found to use any Funds received on ineligible expenses, or found to have been reimbursed for ineligible expenses, under the CARES Act and/or other applicable law, the Local Government agrees to hold the County harmless for any damages suffered as a result thereof. The Local Government also agrees to pay any actions, claims, lawsuits, damages, charges, or judgments whatsoever that arise out of the Local Government's performance or nonperformance under this Agreement.
10. **Effective Date.** This Agreement shall be effective upon its execution by the Parties hereto.

11. **Compliance with Laws.** In connection with the services to be performed under this Agreement, the County and the Local Government and each of its agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the services to be rendered hereunder.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless in a writing executed by the parties hereto.

13. **Applicable Law.** 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, venue for the resolution of such dispute shall be the county of Monroe, New York.

14. **Executive Law.** The County and Local Government agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

15. **Miscellaneous Provisions.**

A. **Waiver.** No provision or right under this Agreement shall be waived by either Party except by written agreement of the Parties hereto.

B. **Successors and Assigns.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

C. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the Local Government. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

D. **Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.

E. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

County: Chief Financial Officer
County of Monroe
Room 402, County Office Building
39 West Main Street
Rochester, New York 14614

and

Monroe County Attorney
Room 307, County Office Building
39 West Main Street
Rochester, New York 14614

Local Government: Village of Hilton
Joseph Lee, Mayor
59 Henry Street
Hilton, New York 14468

F. Modifications. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Local Government.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

H. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

MONROE COUNTY

BY: _____
Adam J. Bello
County Executive

VILLAGE OF HILTON

BY: Joseph Lee
Joseph Lee
Mayor

VILLAGE OF HILTON
PROCUREMENT POLICY

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid, and

WHEREAS, comments have been solicited from the administration involved in the procurement process, now, therefore, be it

RESOLVED, that the Village of Hilton does hereby adopt the following procurement policy which is intended to apply to all goods services which are not required by law to be publicly bid.

1. Every major purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 104 of the General Municipal Law: purchase contracts under \$20,000 and public works contracts under \$35,000; emergency purchases, goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under State and County contracts; and surplus and second-hand purchases from another governmental entity. A major purchase is considered anything of value \$1,000.00 or more.

The decision that a major purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2. All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods and services will be purchased at the best value and that favoritism will be avoided, except in the following circumstances; purchase contracts over \$20,000 and public works contracts \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3. The following method of purchase should be used as a guide when required by this policy in order to achieve the optimum savings:

<u>Estimated amount of purchase contract</u>	<u>Method</u>
Between \$1,000.00 and \$20,000	Written Quotations
<u>Estimated amount of public Works Contract</u>	<u>Method</u>
Between \$1,000 and \$35,000.00	Written Quotations

A good faith effort shall be made to obtain a reasonable number of proposals or quotations. If the purchaser is unable to obtain proposals or quotations, the purchaser will document the attempt made at obtaining the proposals.

4. Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible offerer. This documentation will include an explanation of how the award will achieve savings or how the offerer was not responsible. A determination that the offerer is not responsible shall be made by the purchaser.
5. Pursuant to General Municipal Law Section 104-b (2) (f), the procurement policy may contain circumstances when, or type of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village of Hilton to solicit quotations or document the basis for not accepting the lowest bid:
 - a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the Village Board of Trustees shall take into consideration the following guidelines; (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for

customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.

c. Purchase of surplus and second-hand goods from any source. If alternate proposals are required, the Village may purchase surplus and second-hand goods at auctions or through special advertised sources where the best value may be obtained.

d. Goods or services under \$1,000. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism. All purchases made for goods and services under \$1,000 in cost shall be made based on the judgment of the purchaser.

6. This policy went into effect April 1, 1997 and is reviewed annually.

7. The following employees and/or their designees are authorized to make purchases:

Shari Pearce, Village Manager/Clerk
Keith Brown, Superintendent
Maryalice Edwards, Treasurer
Debra Jones, Clerk III

Jeff Pearce Asst. Supt
Nick Mucci, Asst. Mechanic
Amy Harter, Deputy Clerk

Holiday	All Departments Closed	Refuse & Recycling
New Year's Day	Friday, January 1, 2021	Not Applicable
Martin L. King	Monday January 18 th	Tuesday, January 19 th
Presidents Day	Monday February 15 th	Tuesday, February 16 th
Good Friday	Friday, April 2 nd	Not Applicable
Memorial Day	Monday May 31 st	Tuesday, June 1 st
Independence Day	Friday, July 2 nd Monday, July 5 th	Not Applicable Tuesday, July 6 th
Labor Day	Monday, September 6 th	Tuesday, September 7 th
Columbus Day	Monday October 11 th	Tuesday, October 12 th
Veterans Day	Thursday, November 11 th	Friday, November 12 th
Thanksgiving	Thursday November 25 th	Wednesday, Nov 24 th
	Friday November 26 th	Not Applicable
Christmas	Saturday, December 25 th	Not Applicable
New Year's Day 2022	Saturday January 1, 2022	Not Applicable