

*Village Board of Trustees  
Meeting minutes of September 5, 2006*

Present: Mayor Larry Gurslin  
Trustees Gates, Lee and Speer  
Clerk-Treasurer, Janet Surridge  
Asst Supt of Public Works, Mike McHenry  
Code Enforcement Officer, Mike Lissow

Absent: Trustee Horylev

Guests: David & Dan Wegman, Dave McCracken, & Sandra Watkins

**Public Forum**

Mayor Gurslin commented that Paul Mance was scheduled to talk with the Board this evening about the proposed relocation of the fire hall. As he was not in attendance, Mayor Gurslin emphasized that Mr Mance is very concerned about the proposal and wanted the Village Board to consider offering our vacant land on Old Hojack Lane for sale to the Fire District. Mr Mance feels this is a much better location.

**Newsletter**

Mayor Gurslin introduced Sandra Watkins to the Board, who is our new Editor. General discussion took place on articles that will appear in the November issue and the time line for completion.

**Code Enforcement**

**Resolution** to authorize Mike Lissow to attend the NYS Fire Marshall and Inspector's conference in Montour Falls from October 17th-19th at a cost not to exceed \$400.00 and to authorize the Clerk-Treasurer to expend the registration fees. Motion was made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0.

According to the new regulations being implemented by New York State, the Village has to adopt a new local law before the end of the year relative to the enforcement of the NYS Building & Fire Codes. Discussion followed.

**Resolution** to set a public hearing date of October 3<sup>rd</sup> at 7:00 pm to consider the adoption of a local law to replace Chapter 4 of the Hilton Code entitled "Building Construction" with the latest code information from NYS. Motion was made by Mayor Gurslin, seconded by Trustee Speer. Carried unanimously 4-0

## **Public Works**

**Resolution** to enter in to the following intermunicipal agreement with the Village of Spencerport for maintenance on our soon to be purchased street lighting system from RG&E, subject to our attorney's approval:

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 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 Village of Spencerport, a municipal corporation having offices located at 27 West Avenue, Spencerport, New York 14559 (hereinafter "Spencerport").

WHEREAS, Hilton owns and is responsible for the maintenance and repair of various lamps, poles and other equipment and hardware utilized in providing public street lighting in and to the Village of Hilton (hereinafter "Street Lighting System"); and

WHEREAS, Spencerport owns and has access to various equipment designed for maintenance of such a Street Lighting System and employs certain personnel trained and experienced in the maintenance of such a Street Lighting System; and

WHEREAS, Hilton does not own, employ or otherwise have access to such equipment or personnel; and

WHEREAS, Hilton has determined it to be in the best interests of residents of the Village of Hilton for Hilton to enter into an agreement with Spencerport whereby Spencerport, upon request by Hilton, will provide equipment and personnel for the maintenance and repair of Hilton's Street Lighting System;

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) Hilton agrees to borrow from Spencerport, in accordance with the terms and conditions of this Agreement and upon its periodic request, any and all materials, machinery and equipment and personnel which may be reasonably required to maintain and repair the Street Lighting System and Spencerport agrees to lend to Hilton, in accordance with the terms and conditions of this Agreement and upon Hilton's periodic request, such materials, machinery, equipment and personnel which may be reasonably required for said purpose.

2) At all times throughout the duration of this Agreement, or any extension thereof, Hilton shall maintain a suitable and itemized inventory of all poles, lamps and/or any other equipment and/or hardware comprising the Street Lighting System, said inventory which shall be maintained at the Hilton Public Works facility located at 50 Henry Street, Hilton, New York 14468 and a current copy of which shall at all times be provided to Spencerport.

3) Every sixty (60) days, or at such other interval as the parties may hereafter agree is appropriate, Hilton will provide Spencerport with a request for maintenance and/or repair of the Street Lighting System, including the pole numbers and locations of any non-working light fixture and/or such other information as is reasonably

necessary to identify the item in need of maintenance or repair and the presumed nature of the required maintenance or repair. Hilton agrees that it will not request less than ten (10) items to be repaired at any one time.

4) Notwithstanding the foregoing, Hilton may notify Spencerport of the need for any emergency repairs at any time.

5) Upon receipt of a request from Hilton for routine repairs or maintenance, Spencerport shall determine the earliest and most suitable time to schedule such routine maintenance and repairs and will notify Hilton accordingly.

6) Any emergency repairs shall be undertaken by Spencerport as soon as possible, in the discretion of the Department Head for the Spencerport electric utility, it being understood by Hilton that, in the event of a conflict which may result from an event affecting both municipalities, service to Spencerport electric customers will have priority over repairs to the Hilton Street Lighting System.

7) In furtherance of this Agreement, Spencerport agrees to supply two (2) employees and one (1) bucket truck, which shall be billed to Hilton, for services rendered to and for the benefit of Hilton, at the following hourly rates: Bucket truck \$36.00/hr; First Class line worker \$40.00/hr; Apprentice line worker \$28.85/hr. On or about June 1st of any year that this Agreement, or any extension thereof, is in effect, the rates reflected shall be reviewed and revised by the parties as they may mutually agree.

8) Any personnel or equipment loaned to Hilton pursuant to this Agreement shall remain under the direction, control and supervision of Spencerport when operating in furtherance of this Agreement and the method by which all work is undertaken shall be determined by Spencerport and shall at all times be consistent with the policies and practices of Spencerport for undertaking such work, and shall also be consistent with the general policies and practices of Hilton. To the extent any policies or practices of Spencerport and Hilton are inconsistent, such work shall not be undertaken until it is determined which policy or practice shall prevail, except in the case of an emergency, in which case the policies and practices of Spencerport shall prevail.

9) 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 use of Spencerport equipment or personnel. Spencerport shall be solely liable for any such loss or damages resulting from the negligent, reckless or intentional acts of its personnel and for any damages caused by the operation of its machinery or equipment by its personnel in furtherance of this Agreement and Spencerport 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 Spencerport, 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. However, nothing herein is intended to limit the liability of Hilton for its own negligent acts or omissions or those of its agents, contractors or employees.

10) Spencerport shall remain fully responsible for its own employees, including but not limited to salary, benefits, and worker's compensation. All equipment and personnel, for purposes of worker's compensation, liability and any other relationship with third parties, except as otherwise provided herein to the contrary, shall be considered the machinery and the employee of Spencerport.

11) In the event machinery or equipment being operated by an employee of Spencerport is damaged or otherwise in need of repair while working for Hilton, Spencerport shall be responsible to make or pay for such repairs, except and only to the extent that such damage was occasioned specifically and exclusively by the task being undertaken for Hilton, in which event Hilton shall be responsible for such repairs.

12) Hilton agrees, throughout the duration of this Agreement or any extension thereof, to name Spencerport as an additional insured on its policy of general liability and automobile liability insurance in the amount or \$1,000,000.00 with respect to the performance by Spencerport of its obligations under this Agreement and, promptly upon execution of this Agreement and at any time thereafter upon reasonable request, Hilton will provide Spencerport with a certificate evidencing that Spencerport has been so named and continues to be named throughout the term of this Agreement or any extension thereof.

13) Any notice required pursuant to this Agreement shall be in writing and either delivered or transmitted by certified or first class mail to the following individuals at the addresses indicated, unless hereafter modified in writing:

For the Village of Hilton:

Mr. Thomas Tilebein  
59 Henry Street  
Hilton, New York 14468

For the Village of Spencerport:

\_\_\_\_\_  
27 West Avenue  
Spencerport, New York 14559

14) This Agreement shall be for a term beginning immediately upon the execution of this Agreement and running through December 31, 2006. However, either party hereto may cancel and terminate this Agreement, upon ninety (90) days prior written notice to the other party.

15) 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.

Motion to approve was made by Trustee Gates, seconded by Trustee Lee. Carried unanimously 4-0

Sanitary sewer back up: Mr Tilebein reported that another incident occurred last month, this time in Unionville Station Subdivision. Two homes were damaged as a result. The power went out in the lift station on Atchinson Drive, but because of the way our alarm system was wired, S.G. Security Systems never got notified of the power failure which meant our crew was never called to respond. The Village is clearly responsible for the

damages, but our insurance company is once again telling us that we didn't follow the correct procedures and they are not paying the claim. Lengthy discussion followed.

**Resolution** to authorize up to \$1,000 to be spent to replace the carpeting at #2 and #5 Atchinson Drive which was damaged by a sanitary sewer back up. Motion to approve was made by Trustee Gates, seconded by Trustee Lee. Carried unanimously 4-0.

**Resolution** to authorize two Public Works employees to attend the NYCOM training school from October 23rd - 26th in Syracuse at a cost not to exceed \$850.00 each and to authorize the Clerk-Treasurer to expend the registration fees. Motion was made by Trustee Speer, seconded by Trustee Lee. Carried unanimously 4-0

Refuse collection for rental properties: Mayor Gursslin discussed a letter he received from a concerned resident regarding the procedures we follow to collect large bulk items left at the curb by tenants. The problem is being created because tenants come and go and are not aware of the rules to dispose of these items. Should it be a direct charge to the landlords? Trustee Gates suggested that we start with an article in the newsletter to educate the public first. We should also give the new residents a handout of materials so they have them in their home.

### **Fire District update**

Mike McHenry reported that the proposal to purchase property from St Leo's Church on the corner of Hale Haven & Old Hojack Lane has been accepted. The Fire Commissioners will be scheduling a round of meetings in the very near future to present the proposed relocation of the fire hall to the local officials, School District personnel and neighbors.

### **Clerk-Treasurer**

**Resolution** to adopt the following policy "Reporting and Investigations of Allegations of Fraud"

All Village Officers, employees and third party consultants are required to abide by the Village policies, administrative regulations and procedures in the conduct of their duties. Any individual who has reason to believe that financial impropriety or wrongful conduct is occurring within the Village, is to disclose such information to the Village Board. If the chain of supervisory command is not sufficient to ensure impartial, independent investigation, allegations of financial improprieties/fraud and/or wrongful conduct will be reported as applicable, to the independent (external) auditor. The Village prohibition against wrongful conduct, including fraud, will be appropriately publicized within the Village, and written notification will be provided to all employees with fiscal accounting/oversight and/or financial duties including the handling of money.

Upon receipt of an allegation of financial improprieties/fraud and/or wrongful conduct, the Village Board or designated employee (s) will conduct a thorough investigation of the charges. However, even in the absence of a report of suspected wrongful conduct, if the

Village Board has knowledge or suspicion of, or reason to know of or suspect, any occurrence of financial improprieties/fraud and/or wrongful conduct, the Village Board will investigate such conduct promptly and thoroughly. To the extent practicable, all reports will be handled as confidentially as possible. However, disclosure may be necessitated by law or business necessity (for examples, to complete a thorough investigation of the charges and/or to notify law enforcement officials as warranted). Any disclosures will be made on a “need to know” basis. Written records of the allegations, and resulting investigation and outcome will be maintained in accordance with law.

Based upon the results of this investigation, if the Village Board determines that a Village employee has engaged in financial improprieties/fraudulent and/or wrongful actions, appropriate disciplinary measures will be applied, up to and including termination of employment, in accordance with legal guidelines, Village policy and regulations, and any applicable collective bargaining agreement. Third parties who are found to have engaged in financial improprieties/fraud and/or wrongful conduct will be subject to appropriate sanctions as warranted and compliance with law. The application of such disciplinary measures by the Village Board does not preclude the filing of civil and/or criminal charges as may be warranted. Rather, when the Village Board receives a complaint or report of alleged financial improprieties/fraud and/or wrongful conduct that may be criminal in nature, law authorities should be immediately notified.

An appeal procedure will also be provided, as applicable, to address any unresolved complaints and/or unsatisfactory prior determinations by the applicable investigating officer(s).

#### Prohibition of Retaliation

The Village Board prohibits any retaliatory behavior directed against those individuals who, in good faith, report allegations or suspected financial improprieties/fraud and/or wrongful conduct as well as witnesses and/or any other individuals who participate in the investigation of an allegation of financial impropriety/fraud and/or wrongful conduct. Follow-up inquiries shall be made to ensure that no reprisals or retaliatory behavior has occurred to those involved in the investigation. Any act of retaliation is prohibited and subject to appropriate disciplinary action by the Village Board.

#### Knowingly Makes False Accusations

Any individual who knowingly makes false accusations against another individual as to allegations of financial improprieties/fraud may also face appropriate disciplinary action.

Motion to adopt this new policy was made by Trustee Speer, seconded by Mayor Gursslin. Carried unanimously 4-0

**Resolution** to authorize Deborah Buongiorno & Amy Harter to attend the NYPF conference in Saratoga Springs from October 9th-11th at a cost of \$655.00 each and to

authorize the Clerk-Treasurer to expend the registration fees. Motion to approve was made by Trustee Gates, seconded by Trustee Lee. Carried unanimously 4-0

**Resolution** to amend the 2006-07 budget as follows: Increase A1325.2 Office equipment by \$500 and decrease A1990.4 Contingency to reflect the expenditure to replace the stolen laptop computer. Motion was made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 5-0

Municipal Electric report: RG&E will be mailing the “Voice Your Choice” materials on October 1st. Hilton is listed as an ESCO serving the Hilton Parma Community, which means we do not have to produce a mass mailing to advertise our program. At our office staff meeting, the team felt we could handle billing and receivables for 3,000 customers. The Board agreed to set this as our goal for next year. For advertising, Mrs Surrige stated 7 new signs were ordered from Nova Sign Company at a price of \$995 and we will be placing 1/4 page notices in the Suburban News periodically.

Mrs Surrige had planned on giving the Board a PowerPoint presentation that covers a lot more information on the program. Since it would take about an hour to get through, Mayor Gursslin stated that he will call a special meeting later this month to go over this material.

### **Cruise Night**

Mayor Gursslin updated the Board on how well the Cruise Night function is going. The organizer of the events, Kelly Blackburn, has requested more financial support from the Village of Hilton to keep the program running through the end of September, 2006. Discussion followed.

**Resolution** to support payment for Cruise Night through 9/28/06 by appropriating an additional \$580 from the EDC budget (A6989.4). Be it further resolved that these funds are to be used for the following: Five (5) more DJ's at \$100/per week and \$80.00 payable to Kelly Blackburn to reimburse him for cash awards given for 3<sup>rd</sup> place prizes. Motion was made by Mayor Gursslin, seconded by Trustee Speer. Vote as follows: Mayor Gursslin, Trustees Lee and Speer, aye; Trustee Gates, opposed because other communities have Cruise Night functions and they don't pay for bands and prizes. Carried 3-1

## Vouchers

**Resolution** to approve the abstract of vouchers, with the following additions or changes: Add \$8,000 payable to Guenther Electric for work on Canning/Upton Streets. Motion to approve was made by Trustee Gates, seconded by Trustee Lee. Carried unanimously 4-0

General -	\$126,666.41
Water -	\$ 31,040.68
Sewer -	\$ 4,550.38
Gas	\$ 2,100.02
T/A Fund -	\$ 14,074.01
Prepaid -	<u>\$ 17,200.44</u>
Total -	\$195,631.94

## Minutes

**Resolution** to approve the meeting minutes of August 1, 2006. Motion was made by Mayor Gursslin, seconded by Trustee Speer. Carried unanimously 4-0

## Sign Committee

**Resolution** to appoint the following people to the newly created Sign Committee: John Steinmetz, Dave McCracken, Rick Bjornholm, Rick Furnal, Pete McCann and Debbie Buongiorno as Recording Secretary. This committee shall report back to the Village Board its recommendations. Motion was made by Mayor Gursslin, seconded by Trustee Speer. Carried unanimously 4-0.

## Zoning Amendments

Mayor Gursslin and Mrs Surridge have put together a proposed local law to regulate accessory structures. Discussion followed on the maximum size we should allow. It was agreed to set the maximum at 12' x 12' or 144 sq ft.

**Resolution** to set a public hearing date for October 3<sup>rd</sup> at 7:00 p.m. to consider a local law to amend Section 24-302 by including regulations for accessory structures, which is currently missing from the current code. Motion was made by Trustee Speer, seconded by Mayor Gursslin. Carried unanimously 4-0

The Board then reviewed another proposal to modify our Property Maintenance Code regarding unregistered and/or inoperative vehicles.

**Resolution** to set a public hearing date for October 3<sup>rd</sup> at 7:15 p.m. to consider a local law to amend our Property Maintenance Code, Chapter 15B. Motion was made by Mayor Gursslin, seconded by Trustee Speer. Carried unanimously 4-0.

## Jennejahn Lodge



**Resolution** to approve the expenditure of \$650 payable to Sign Language for a new directional sign showing the entrance to the Lodge from Route #18. Motion was made by Mayor Gurslin, seconded by Trustee Speer. Carried unanimously 4-0

### **Rezoning Application**

Dave & Dan Wegman joined the meeting at 7:15 p.m. to talk about their rezoning application for #199 and #185 East Avenue. Dave Wegman referenced a paragraph in the 1974 Master Plan on page #50, the last paragraph states “development further east on East Avenue was encouraged”. During the discussion, Mr Wegman stated that if the Village Board thought it would be a value to the community to take a look at #177 & #171 East Avenue and consider them for rezoning as well, he would be willing to contact the property owners and see how they feel about the proposal. He assured the Board that nobody is waiting in the wings to move in to these sites, however, office space for their Realtor Division is a priority. Mr Wegman requested a copy of the letter from the Planning Board to the Village Board that addresses this topic.

Mayor Gurslin started the discussion by addressing the comments made on the Master Plan. Updates have been done to the plan periodically, but it’s very costly to have it reprinted. As for Mr Wegman’s comment to rezone 4 properties instead of just two, Mayor Gurslin said if he were to support this proposal, it should include all 4 properties. If a public hearing is scheduled, the Board will have a difficult time explaining the proposal to the general public because they will want to know what type of development is planned. Mayor Gurslin’s opinion is to not rezone the properties.

Mr Wegman responded by saying he does have a plan and that’s to move his Realtor offices in to #199 and eventually convert #185 in to offices as well because they would get more rental income that way than if it were to remain residential zoning.

Trustee Speer concurred with Mayor Gurslin’s comment on the public hearing. People want to know long term what can happen on these sites.

Trustee Lee made a comment that he was supportive of the Limited Commercial rezoning application but it should include all four properties.

Trustee Gates asked if Mr Wegman’s intent is to purchase #177 & #171 East Avenue in the near future if the rezoning were to take place? Mr Wegman answered yes, he would approach the owners for a possible sale.

The Planing Board has requested that the Village Board meet with them to discuss the proposal in more detail. The joint meeting will take place at the next regular meeting of the Planning Board on September 11th. In the meantime, a decision on the rezoning application was tabled.

### **Village Board reports**

Mayor Gurslin mentioned the following items:

The proposed Land Development Regulations as prepared by Supt Tom Tilebein months ago has been sent to the Planning Board one last time. He asked the Board to please review this document and be prepared to take action on it at the October meeting. It has been forwarded to the Planning Board for action at their September meeting.

The Board should be giving some consideration as to what the next phase of development should be for our Village Park. He feels it should be a sidewalk that can be used by the seniors in Unionville Station. He will discuss this in more detail at the next meeting.

The Trustees gave their monthly reports as well.

### **Next Meeting**

Due to the length of this agenda, not all of the items could be finished. Mayor Gursslin asked the Board to meet on September 18th at 3:00 pm to address the other items: Motion was made by Trustee Speer, seconded by Mayor Gursslin to schedule this special meeting. Carried unanimously 4-0.

Meeting adjourned at 8:00 p.m.

Janet Surridge  
Clerk-Treasurer