

**Village Board of Trustees
Meeting Minutes of September 30th, 2008**

Present: Mayor Larry Gurslin
Trustees Horylev, Gates, Speer & Lee
Clerk-Treasurer, Janet Surridge
Superintendent of Public Works, Tom Tilebein
Code Enforcement Officer, Mike Lissow

Guests: Steve Fowler

Recreation

Steve Fowler presented some statistical data to the Board about the Hilton-Parma Recreation programs offered in prior years. He also discussed a new \$250,000 grant received from the State of New York that will be used to illuminate the softball fields at the Parma Town Park. An overview of total costs and a construction time line were provided. Mr Fowler then discussed a new proposal to build a 28,000 sq ft community center structure at the town hall, which will not include space for the library. General discussion followed.

Code Enforcement

Mr Lissow gave a brief monthly report. He requested permission to attend an upcoming training seminar.

Resolution to authorize Mike Lissow to attend a one day training class on November 14th in Mt Morris, NY at a cost of \$40.00 and to authorize the Clerk-Treasurer to expend the registration fee. Motion was made by Mayor Gurslin, seconded by Trustee Horylev. Carried unanimously 5-0

Superintendent of Public Works

- Fleet discussion: In knowing that the DPW will be purchasing a new pickup this budget year, Trustee Speer talked with the Board about the possibility of buying a vehicle that uses natural gas rather than gasoline. He feels this is a perfect opportunity for the Village to do this now and also suggested that we consider taking measures to convert one or two of our existing vehicles to use natural gas. We have to start doing our part to reduce our dependency on foreign oil. Mr Tilebein made these comments: 1) His recommendation would be to convert to liquid propane versus natural gas, but the downside is there is no resource to refill that type of vehicle. The nearest location would be the NYSDOT facility in Spencerport 2) The Village could consider purchasing a Hybrid vehicle, possibly the Village car, as another alternative to gasoline/oil reduction. 3) The School District is looking into this same technology and Mr Tilebein would prefer to let them lead the way and we can always join with them after the details have been worked out. After a general discussion, the Board agreed with Mr Tilebein's recommendation to not buy a natural gas vehicle at this time.

Resolution to purchase a new pickup truck at a price not to exceed \$21,500, which shall replace our 1999 Dodge vehicle, from the NYS bid list. Motion was made by Trustee Gates, seconded by Trustee Lee. Carried unanimously 5-0

- Parking lot lease: The Board reviewed the status of the unsigned parking lot leases for #1 South Avenue and #17 East Avenue. One of the reasons the property owner is not willing to lease his property to the Village is because they want the ability to restrict parking for tenant use and not public use. Mr Tilebein suggested that if the Village were to remove 3 or 4 spaces from the lease agreement, this matter may get resolved satisfactorily to both parties. Discussion followed on what would happen if the owner does not sign a lease. Mrs Surridge stated that we have already obtained signed leases with #1 East Ave,

#7 South Ave, & #9 South Ave. The Village can not maintain either of these properties for municipal parking without having a lease for #1 South Avenue because it would mean the DPW trucks would have to go over private property to get to the leased areas. It was agreed that we need leases on all properties involved.

Resolution that if the Village is not successful in negotiating a parking lot lease with the owners of #17 East and #1 South Avenue, the Village of Hilton will exercise its option to terminate the other parking lot leases executed this year with the owners of #1 East Avenue, #7 and #9 South Avenue for the reasons stated. Motion was made by Mayor Gurslin, seconded by Trustee Lee. Carried unanimously 5-0

- Intermunicipal agreement: At the last meeting, the Board reviewed a proposed agreement with the Village of Spencerport for street lighting maintenance services. The Board tabled a decision and asked to see a copy of the rate schedule that could be charged by Spencerport for services. Mr Tilebein distributed this information and reviewed it with the Board. Discussion followed.

Resolution to enter into the following Intermunicipal Agreement with the Village of Spencerport:

AGREEMENT made this 30th day of September, 2008 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, at 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 an hourly rate in accordance with the Schedule A, which is attached hereto and made a part hereof. On or about June 1 of any year that this Agreement, or any extension thereof, is in effect, the rates reflected by Schedule A 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 of \$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
For the Village of Spencerport:	Mr. Owen McIntee

14) This Agreement shall be for a term beginning immediately upon the execution of this Agreement and running through December 31, 2009. 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 enter into this agreement was made by Trustee Speer, seconded by Trustee Horylev. Carried unanimously 5-0

- Intermunicipal Agreement with the Town of Parma: Mr Tilebein and Mrs Surridge informed the Board that an agreement has been reached between both parties. The document was submitted for approval.

Resolution: WHEREAS, as municipalities, the Town and the Village have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities; and

WHEREAS, as municipalities, the Town and the Village have the power and authority to borrow or lend materials, supplies and services to other municipalities, and

WHEREAS, the Town and the Village each own and operate machinery and equipment with surplus capacity and which is not used at all times but lies idle during certain periods; and

WHEREAS, the Town and the Village on various occasions, have materials and supplies on hand which are not immediately needed; and

WHEREAS, the Town and the Village have the ability and resources to render services associated with the use of said machinery, equipment, materials and/or supplies in order to maximize the use and efficiency thereof: and

WHEREAS, by the renting, borrowing, exchanging and/or leasing of machinery and equipment and or the borrowing or lending of materials, supplies and/or related services, the Town and the Village may thereby avoid the necessity of purchasing certain needed machinery and equipment and the purchasing of or keeping a large inventory of certain extra materials and supplies and the hiring of services related thereto, thereby saving the taxpayers money; and

WHEREAS, it is recognized and determined, from a practical working arrangement that no program of borrowing, exchanging, leasing or renting of machinery, equipment or services or borrowing or lending of materials can be successful if the prior approval by the Town and/or Village is required for each individual arrangement or agreement, since such agreements must often be made on short notice and at times when governing boards are not readily available; and

WHEREAS, it is incumbent upon the Town and the Village to design a simple method whereby materials, supplies, equipment, machinery and services, including the use of operators, may be quickly obtained from the other with a minimum of paperwork and inconvenience and with a swift approval process; and

WHEREAS, it is the intent of the Town and the Village to give the Superintendent of Highways of the Town and the Superintendent of Public Works of the Village the authority to enter into renting, exchanging, borrowing and lending agreements with the other, without the necessity of obtaining approval of the Town and/or the Village Board prior to the making of each individual agreement, and

WHEREAS, a standard contract has been prepared for use by the Town and the Village which contract will grant the Town Superintendent and the

Village Superintendent the authority to make agreements for borrowing, exchanging, leasing or renting of machinery, equipment and services or borrowing or lending of materials and supplies, and

WHEREAS, it is hereby determined that it will be in the best interests of the Village to be a party to such an agreement,

NOW, THEREFORE, BE IT RESOLVED that the Village Mayor is hereby authorized to sign on behalf of the Village, the following contract with the Town:

CONTRACT OF SHARED SERVICES

THIS AGREEMENT, made this 30th day of September, 2008, by and between the TOWN OF PARMA and the VILLAGE OF HILTON:

1) The undersigned Town of Parma (Town), by this agreement, grants unto its Superintendent and the undersigned Village of Hilton (Village), by this agreement, grants unto its Superintendent, the authority to enter into any agreement with the other, for the renting, exchanging, lending or leasing of equipment, tools, machinery and/or services and/or for the borrowing or lending of supplies and/or materials, conditioned upon the replacement thereof or the exchange for services of equivalent value, and/or for the providing of services to the other, conditioned upon receipt of services of equivalent value in exchange, subject to the following terms and conditions:

a) The Town/Village agrees to rent or exchange or borrow from the Village/Town any and all materials, machinery and equipment; with or without operators, and services which it may need for its municipal purposes. The determination as to whether such materials, machinery and equipment, with or without operators, and/or services are needed by the Town or Village shall be made by the Superintendent of the borrowing municipality. The value of materials, supplies or services borrowed from the other municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies having equal value, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the Superintendents.

b) The Village/Town agrees to rent, exchange or lend to the Town/Village any and all materials, machinery, equipment, with or without operators, and services which such municipality may need for its purposes. The determination as to whether such machinery, material or services are available for renting, exchanging or lending shall be made by the Superintendent of the lending municipality. In the event the Superintendent determines that it will be in the interests of the lending municipality to so lend to the other, the Superintendent of the lending municipality is hereby authorized to lend to the other municipality. The value of supplies, materials or services loaned to the other municipality may be returned to the lending municipality by the borrowing municipality in the form of similar types and amounts of materials, supplies or services, or by the use of equipment or receipt of services of equal value, to be determined by mutual agreement of the Superintendents.

c) An operator of equipment rented or loaned to the other municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

d) When receiving the services of any operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

e) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

f) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

g) Both the Town and the Village do hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract during all phases of the performance herein.

2) The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by both Superintendents. The value of services/equipment, materials or supplies shall be agreed upon by both Superintendents and set forth in the memorandum. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile transmission. In the event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

3) In the event any shared agreement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall, within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

4) In the event either municipality wishes to rent machinery or equipment from the other municipality or in the event either municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as set forth in the memorandum. In the event that rates are not agreed upon in advance, the rates to be utilized shall be those established by the Highway Superintendent and the Village Superintendent of Public Works.

5) All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of paragraph 1 of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.

6) In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

7) Records shall be maintained by both municipalities setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records shall be available for inspection by the other municipality in the Office of the Clerk for the Village/Town.

8) In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

9) Either party by this contract may revoke such contract by sending a notice of such revocation to the other. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty (30) days of such revocation unless the parties agree in writing to extend such date of settlement.

10) Any action taken by the Superintendents, as the case may be, pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the applicable budget for purposes as are appropriate and relevant to such expenditure.

11) A record of all transactions that have taken place as a result of participating in the services afforded by this contract shall be kept by each Superintendent and a statement thereof, in a manner satisfactory to the respective governing boards, shall be submitted to the respective governing boards semi-annually on or before the first day of June and on or before the first day of

December of each year following execution of this contract, unless the respective governing boards request the submission of records at different times and dates.

12) If any provision of this agreement is deemed to be invalid or inoperable for any reason, that part shall be deemed severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so eliminated.

13) This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

14) This contract shall be reviewed each year by the respective governing boards and shall continue in full force until such time as either the Town Board or Village Board take action to terminate this agreement.

Motion to enter into this agreement with the Town of Parma was made by Trustee Speer, seconded by Trustee Horylev. Carried unanimously 5-0

Clerk's Report

- Municipal Electric: Mrs Surridge stated that our two year contract with Energy Services Group will be expiring on 12/31/08. She will be contacting ESG very soon to discuss renewal terms and fees.
- 30 Mariah Street: The Village Board entered into an Option to Purchase agreement with the owner of this property for the purpose of securing a possible location within the Village for a new library, if approved by the Town Board. Discussion took place on whether or not the Village should buy the property regardless of what happens with the Parma Library project since the house is abandoned and sits between two municipal parking lots. The consensus of the Board is that we should buy it and eventually demolish it.

Mrs Surridge discussed the liens on the property and the pending foreclosure action. If the Village is interested in buying the property, Mrs Surridge stated that we must act now and close the deal by November 15th 2008, otherwise the property will be put on the auction block. She presented a financial report of year to date expenditures and revenues. There is enough money remaining in the contingency account to pay cash for this purchase, however, Mrs Surridge cautioned the Board that we are only ¼ way through our fiscal year. Discussion followed.

Resolution to authorize Attorney Larry Schwind to prepare a purchase offer contract to buy #30 Mariah Street for a price not to exceed \$55,000. The reason for this purchase is to create additional municipal parking and to remove a blighted condition from the central business district and possibly offer space for other public benefits. Be it further resolved that the Village will not require an instrument survey and will pay for all closing costs. Motion was made by Mayor Gursslin, seconded by Trustee Horylev. Carried unanimously 5-0.

Vouchers

Resolution to approve the abstract of vouchers with the following additions: Arlington Restaurant \$75.00; Scolaro, Shulman & Cohen \$467.50; Amazing Sound \$300. Total approved as follows:

General fund	\$ 49,936.78
Water fund	\$ 30,259.69
Sewer fund	\$ 211.03
Electric fund	\$ 851.75
T/A fund	\$ 9,963.47
Capital fund	\$ 50.00
Prepaid	<u>\$219,895.84</u>
Total	\$311,168.56

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

Minutes

Resolution to approve the meeting minutes of September 2nd, 2008. Motion was made by Trustee Speer, seconded by Trustee Lee. Carried unanimously 5-0

Proposed Sewer District

Mr Tilebein informed the Board that he was contacted by Bob Crowley about the possibility of connecting as many as five parcels on North Avenue in the Town of Parma to our sanitary sewer system. Mr Tilebein has reviewed this request and he believes it would be possible to add these homes without impacting our capacities or costs. If the Board is in favor of allowing these connections, the Town of Parma would have to create a sewer district similar to the one on West Avenue. Discussion followed.

During this discussion, Mayor Gursslin had to leave the meeting.

Resolution to enter into an agreement with the Town of Parma for the creation of a sanitary sewer district to connect up to 5 homes located on the west side of North Avenue and south of Dunbar Road into our sanitary sewer system. The connection costs shall be \$500 per parcel for the Village, and \$250.00 per parcel for Monroe County. Thereafter, each parcel shall pay an annual sewer maintenance fee which is established annually by resolution of the Village Board. Motion was made by Trustee Speer, seconded by Trustee Lee. Carried unanimously 4-0.

Parma Special Police

Discussion took place on recent meetings with the Town of Parma liaison Jim Smith, Trustee Larry Speer and members of the Parma Special Police. Trustee Speer informed the Board that he believes the problems that lead the Village Board to take action and restrict the PSP to traffic control services only in the Village have been corrected. He hopes that with better communication between everyone, this situation will not happen again.

Resolution in recognition of improved communication, the Village Board hereby removes the restriction on the Parma Special Police to perform only traffic control services in the Village. Motion was made by Trustee Speer, seconded by Trustee Horylev. Carried unanimously 4-0

Hilton Local Development Corp (LDC)

The Board reviewed maintenance issues in the Hovey Square building which is owned by the LDC. Two doors, (one of which is a public emergency exit door) should be replaced, however, neither the tenant or the LDC have the funds to make those repairs. The Village Code Enforcement Officer has deemed the situation a matter of public safety since the exit door is being barred from inside since it can not latch correctly.

To resolve the problem, the LDC is requesting a loan from the Village in the amount of \$4,000. Discussion followed.

Resolution to loan the sum of \$4,000 to the Hilton Local Development Corporation to make needed repairs to the building at #35 Hovey Square. This decision is being made to resolve a public safety issue. Motion was made by Trustee Horylev, seconded by Trustee Gates. Carried unanimously 4-0

Meeting adjourned at 7:30 p.m.

Janet Surridge
Clerk-Treasurer