

*Village Board of Trustees
Meeting minutes of March 4th, 2008*

Present: Mayor Larry Gurslin
Trustees Horylev, Gates, Speer & Lee
Clerk Treasurer, Janet Surridge
Supt, Tom Tilebein
Mike Lissow

Guest: Mike McHenry, Steve Fowler, David Wright, David McCracken

The meeting was called to order at 5:00 pm followed by the pledge to the flag.

Public Forum:

David Wright asked to see the minutes for the last meeting. He wants to make sure that his comments were recorded accurately about being opposed to rezoning properties on South Avenue. Mrs Surridge provided him with those minutes and Mr Wright was satisfied.

Public Works

- **Resolution** to accept the bid from Northrup Concrete for the supply of concrete during the 2008-09 fiscal year at the price of \$87.00/per cubic yard. Motion was made by Trustee Horylev, seconded by Trustee Speer. Carried unanimously 5-0
- **Resolution** to approve the following Stormwater Control Facility Maintenance agreement for Creek Crossing Subdivision:

STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT
CREEK CROSSING TOWNHOUSES

Whereas, the Village of Hilton ("Municipality") and Howitt Hilton LLC ("Developer") desire to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the above named project, and

Whereas, the Municipality and the Developer desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Therefore, the Municipality and the Developer agree as follows:

1. This agreement binds the Municipality and the Developer, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A, Schedule B, and Schedule C of this agreement.
2. The Developer shall execute a maintenance easement agreement that shall be binding on all subsequent owners of land served by the stormwater management facility. The agreement shall provide for access to the facility at reasonable times for periodic inspection by the Municipality, or their contractor or agent, to ensure that the facility is maintained in proper working condition to meet design standards and to, if necessary, implement emergency repairs to protect the health, safety and welfare of the public. The easement dimensions shall be as directed by the Municipality and the easement agreement shall be recorded in the office of the County Clerk, with a copy provided to the Municipality.

3. The Developer shall provide the Municipality with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities both during and after construction. If the Developer fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the Municipality may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs, until the Municipality acknowledges compliance with all details of approved site plan.

4. The Municipality or its designated agent shall make inspections at any reasonable time for purposes of inspecting the construction of the stormwater management facilities. Inspections may include but are not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the SPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety Laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater management practices. The Developer must notify the Municipality in advance before the commencement of construction. If any violations are found, the property owner shall be notified of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by the Municipality.

Furthermore, the Developer shall grant to the Municipality the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of the Municipality's regulations is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of the Municipality's regulations.

5. The Developer shall submit to the Municipality actual "as built" plans for all stormwater management practices located on-site after final construction is completed. The plan shall show the final design specifications for all stormwater management facilities and shall be certified by a New York State licensed professional engineer. A final inspection by the Municipality is required before the release of any performance securities can occur.

6. The Municipality shall release the letter of credit at such time that the project's storm sewer system is dedicated to the Municipality, which shall coincide with the discontinuation of coverage for the project under NYSDEC SPDES General Permit GP-02-01

7. The Developer is responsible for maintaining the grading of the site so that it is consistent with the certified "as-built" plans. Any post-construction alterations to the landscape shall receive prior approval from the Municipality. Temporary landscape alterations, such as those associated with utility excavations and landscaping activities must be restored to conditions that are consistent with the certified "as-built" plans.

8. Immediately after the Municipality releases the letter of credit to the Developer, as described in Item #6 of this agreement, the Municipality shall become responsible for all long-term maintenance of the facility, including, but not limited to, sediment removal, the removal of large debris (such as fallen trees) and all post-construction inspections described by this agreement. The Developer shall remain responsible for all short-term maintenance such as regular mowing and the removal of trash and other small debris from the facility.

9. Once the Municipality becomes responsible for the long-term maintenance of the stormwater management facility, as described in Item #8 of this agreement, the Municipality shall begin to perform, at the minimum, an annual inspection to document maintenance and repair needs to ensure compliance with the regulations of the Municipality. These needs may include long-term maintenance items such as removal of silt or large debris (such as fallen trees) from the stormwater management facility, catch basins, inlets and drainage pipes and/or short-term stormwater management facility maintenance items such as the removal of small debris and litter, grass cutting and minor vegetation removal, and necessary replacement of landscape vegetation. Any short-term maintenance needs found will be the responsibility of the Developer to remedy and must be identified in writing by the Municipality to the Developer, along with the schedule and methods to be employed to complete the maintenance. The maintenance repairs and restoration schedule are to be approved by the Municipality prior to commencing the work and the Municipality shall inspect the facility upon completion of the work.

10. All parties responsible for the operation and maintenance of the stormwater management facility shall make records of the installation and of all maintenance and repairs, and shall retain the records for at least five (5) years. These records shall be made available to the Municipality during inspection of the facility and at other reasonable times upon request.

11. If the Developer fails or refuses to meet the requirements of the maintenance agreement, the Municipality shall notify the Developer in writing. Upon receipt of the notice, the Developer shall have 15 days to affect maintenance and repair of the facility in an approved manner. In the event that the stormwater management facility becomes a danger to public safety or public health, the Municipality may immediately, without notice, correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. The Municipality may assess the owner(s) of the facility for the cost of repair work and any penalties, and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes by the Municipality.

12. This agreement shall be recorded in the Office of the County Clerk, County of Monroe.

13. This agreement is effective 3-4-08.

Motion to approve was made by Trustee Lee, seconded by Trustee Gates. Carried unanimously 5-0

- Sidewalk plow: Mr Tilebein reported that our sidewalk plow broke down and we are waiting for parts to be delivered. We borrowed a piece of equipment from the Town of Greece but we can only keep this machine for a short time.

The budget for 2008-09 will include an appropriation to buy another sidewalk plow as the Board requested last month. A preliminary cost estimate was obtained for \$120,000 to buy a machine that can plow sidewalks in the winter and be a tractor with a mower in the summer time. Mrs Surrige made a suggestion last week to Mr Tilebein that we may want to buy this machine now since we are in an emergency situation and funds are available. Mr Tilebein looked into this possibility and was very pleased to learn that there are (2) 2007 models left on the lot and if we buy one now before the new 2008 models arrive we can save about \$8,000. The Board questioned Mrs Surrige on how the Village will finance this purchase and after she explained, the Board was in favor of making the purchase now.

Resolution to authorize Mr Tilebein to purchase a Trackless tractor from Joe Johnson Equipment for \$99,815. Be it further resolved that this purchase is being made under emergency conditions since our DPW does not have a working sidewalk plow. Motion was made by Trustee Gates, seconded by Trustee Horylev. Carried unanimously 5-0

- **Resolution** to accept the sum of \$421,130.97 as the amount of the Letter of Credit to be posted for the Creek Crossing Subdivision. Motion was made by Trustee Horylev, seconded by Trustee Speer. Carried unanimously 5-0
- Intermunicipal agreement: Mr Tilebein has researched our files and found that we have an existing agreement with the Town of Parma, dated November 11th, 2001, which is specifically for snow removal on sidewalks. Rather than create a new agreement as discussed at the February meeting, he recommended that the 2001 agreement be amended.

Resolution to authorize the Supt of Public Works to update the November 11th 2001 intermunicipal agreement with the Town of Parma to include plowing on Underwood Avenue. Motion was made by Trustee Horylev, seconded by Trustee Lee. Carried unanimously 5-0

Clerk's Report:

- Community Center: The Life Quest Community Church is requesting a lease agreement to rent the building on Sundays. However, Mrs SurrIDGE stated that for the months of March - August, the church only wants to use the building one Sunday in each month. Starting in September, they will use the facility weekly.

Resolution to enter into a lease agreement with the Life Quest Community Church for the use of the Ingham Room, Auditorium, Rooms 3b and 5b to commence on March 23rd and ending on May 31, 2009. Rent for the months of March - August shall be \$200/per month, but shall increase to \$450 on September 1, 2008. Motion to approve was made by Trustee Speer, seconded by Trustee Lee. Carried unanimously 5-0

- Jennejahn Lodge: Mrs SurrIDGE presented a letter to the Board from the Boy Scouts, Oneida Council requesting us to waive the rental fee. The Board denied the request because it would set a precedent for other non-profit groups.

Vouchers

Resolution to approve the abstract of vouchers with the following additions/changes: Robert & Char Elliott, \$224.00; Ron & Dorothy Gosnell \$224.00; George & Mary Sheffield \$224.00; Sign Language \$220.00.

Totals as follows:

General fund	\$ 71,812.46
Water fund	\$ 28,602.49
Sewer fund	\$ 221.07
Electric fund	\$ 1,274.39
Capital fund	\$ 959.00
T/A fund	\$ 8,652.74
Prepaid	<u>\$252,267.99</u>
Total	\$363,790.14

Motion to approve was made by Trustee Horylev, seconded by Trustee Lee. Carried unanimously 5-0

Minutes

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

Parade

Resolution to authorize the American Legion to use Village streets on May 26th at 10:00 am for their Memorial Day parade. Motion was made by Mayor Gurslin, seconded by Trustee Horylev. Carried unanimously 5-0

Sale of Village Property

#10 Canning Street: The Board discussed the best method to market this property for sale. Trustee Horylev suggested that we utilize the services of Metro Appraisal Associates who can screen only viable businesses that would enhance this area. The Board authorized Mayor Gurslin to meet with our representative, Allen Fitzpatrick, for ideas.

Building Dept

The Board reviewed Mr Lissow's monthly report. General discussion followed.

Meeting adjourned at 6:00 pm

Janet Surridge
Clerk-Treasurer