

**Village Board of Trustees
Meeting Minutes of December 6, 2011**

Present: Mayor Lee, Trustees Horylev, Gates, Speer and Bimmler
Janet Surridge, Village Manager
Superintendent of Public Works, Mike McHenry
Village Clerk, Shari Pearce
Code Enforcement Officer, Mike Lissow

Guests: Carm Carmestro, Tom Scheg, Dave Wright, Andrew Fowler, Tod
Edenhofer, Al Howe, John Barclay, Murray Wemer, Brad Helmer

Mayor Lee called the meeting to order at 5:00 p.m. with the pledge of allegiance to the flag.

Public Forum

Al Howe, 2 Hillside Drive, asked if the board would be supportive of changing the name of Centennial Park located in the front of the Community Center to Veterans Memorial Park. He feels this would be another way to keep the memory of every veteran alive and be a constant reminder of what the veterans did and what it means to honor them. He also mentioned the VFW may be able to assist in help paying for a portion of the sign.

John Barclay, 181 Lake Ave, supports Mr. Howe's request to rename Centennial Park to Veterans Memorial Park. He relayed to the board that the words Centennial Park doesn't mean anything to him; renaming the park would be in remembrance to the Veterans that served in the past and the present. This encompasses all ages and it also goes along with the wall of honor that is displayed in the Community Center.

Trustee Horylev stated the purpose of Centennial Park was to honor the 100 years of the founding of the Village. The gazebo was part of the celebration; this was at no cost to the taxpayers. The gazebo was constructed by a group of volunteers, Bill Bernbeck led the team and the gazebo was dedicated on October 6, 1984. He feels this is a useful and lasting place to promote Centennial Park. Trustee Horylev also remarked as a veteran he can appreciate the request, however, the people that put Centennial Park together did a great job and he does not want to erase what they have done. He is opposed to changing the name.

Trustee Speer remarked there were a lot of people that made Hilton the way it is, the name of the park is a gift of what the Village accomplished and to honor the 100 years of the Village. He is not in favor of changing the name; however, he has great respect and honor for the veterans of this country.

Trustee Bimmler stated he can see the dilemma in both sides of the discussion. He noted we want to honor both the people that have contributed to the Village and the veterans. He asked if there was a compromise we could come to, perhaps a dual name.

Mayor Lee stated he personally feels it is time for a change and supports changing the name from Centennial Park to Veterans Memorial Park.

The board concluded they would table this item until the next meeting to digest the request and consider a possible compromise to renaming the park.

The public forum was closed at 5:25 p.m.

Code Enforcement

- New Zoning Board: Mike Lissow stated the first meeting of the new board will be on December 13th. There are no agenda items; however, he will be conducting a training session on reading site plan maps for the members.

Other miscellaneous items were discussed.

Public Work's Report

- 40 Grove Street Remediation Update: Mike McHenry reported that the project was \$38,634.93 under budget. The School District is very pleased with the numbers; this project also brought income to the Village and Town.

Trustee Gates suggested putting the Grove Street revenue of \$ 22,489.94 into the DPW savings to help fund the new salt shed. Discussion followed.

Resolution to authorize the Treasurer to transfer \$22, 489.94 from the general fund and place it in the DPW savings account to be applied toward the future joint salt shed. Trustee Gates made the motion, seconded by Trustee Horylev. Carried 4-1 Ayes: Mayor Lee and Trustees Gates, Horylev, Bimmler. Naye: Trustee Speer was opposed; he stated this is a budget item and we do not know the final numbers on the project and suggested it be discussed at budget time.

Recycling Update: Mike McHenry reported there are a total of 91.1% residents participating in our recycling program. This is compared to 92% participation in 2008. We are also averaging a ton more per month with the new recycling laws.

Resolution to authorize the Superintendent to continue with the contracts for All Seasons County/Town Agreement. Trustee Horylev made the motion, seconded by Trustee Speer. Carried unanimously 5-0.

**AMENDMENT for
"All Seasons County /Village Work Agreement"**

THIS AMENDMENT ("Amendment") shall be deemed to be dated as of the last date executed by a party hereto, by and between the COUNTY OF MONROE (the "County"), a municipal corporation acting by and through its Department of Transportation, said offices being located at 50 West Main Street, Suite 6100, Rochester, New York 14614, and **Village of Hilton**, located at 59 Henry Street, Hilton, NY 14468, hereinafter referred to as the "Village."

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of December 19, 2006 (the "Agreement"), whereby the Village agreed to contract with the County for planned and unplanned work under the 'All Seasons County/Village Agreement' for services throughout Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2012 ; and update of the rates of Appendix 'A' and 'B'.

WHEREAS, the Village Board has authorized an amendment to the Agreement by Resolution No. _____, adopted _____, _____; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of mutual covenants, it is agreed by the parties as follows:

1. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2012 to December 31, 2012.
2. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2012
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the last day and year written below.

COUNTY OF MONROE

By: _____
Terrence J. Rice, P.E.
Director of Transportation

VILLAGE OF HILTON

By:  _____
Joe Lee
Mayor
Federal Tax ID: 166002475

Clerk's Report

- **Records Grant:** Shari Pearce reported she finally received notification that the Town of Parma and the Village were awarded our joint records grant. We were awarded \$21,204.00. This was not the total amount that we applied for; however, this will enable both municipalities to get started organizing and protecting our records. We were one of only six municipalities to receive a grant in Monroe County.
- **Springbrook Software Update:** After our last Village Board meeting our representative from Springbrook, Jay Grewe, contacted Janet Surridge and Shari Pearce regarding our

software upgrade. He wanted to know if Springbrook made the Village an offer that was substantially less in cost, would the Village reconsider upgrading to the latest version. Janet SurrIDGE and Shari Pearce recommended to wait and make a final decision after they receive Springbrook's final offer. The board concurred with this recommendation.

Local Law #8, 2011

Mayor Lee opened the public hearing at 6:25 p.m. for public comments to consider Local Law #8, 2011.

There being no public comments, the public hearing was closed at 6:26 p.m.

Resolution to approve Local Law #8, 2011 as written. Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 5-0.

Section 1: Section 24-502, Site Plan Approval, Compliance required; exemptions is hereby revised as follows:

Delete the following words in the first sentence: "if the area of any floor would be increased 25% thereby, and prior to the issuance of a zoning permit or certificate of occupancy for a change of use or occupancy of land or a building such that the off-street parking facilities required for that parcel would be changed," and replace it with, "if the foot print of the building or the alteration of the building exceeds 720 sq. ft., and prior to the issuance of a certificate of occupancy for a change of use or occupancy of land or a building,"

Delete the words in the third sentence "zoning permit."

Add the following sentence at the end of the paragraph, "In addition, if the project value is \$20,000 or more, then the site plan information and dwelling designs shall be prepared by a licensed architect or engineer."

Section 2: Section 24-308, E (6) PRD, Planned Residential Development District, Special Provisions is hereby revised by deleting the words "Zoning Board of Appeals" and replace it with "Village Board of Trustees".

Section 3: Section 24-309, E (6) PRD-S, Planned Residential Development District Seniors, Special Provisions is hereby revised by deleting the words "Zoning Board of Appeals" and replace it with "Village Board of Trustees".

Section 4: This local law shall become effective upon publication and filing with the Secretary of State.

Village Manager

- Architectural Review Local Law: A detailed discussion took place on what direction the board would like to proceed with on revising this law. Mrs. SurrIDGE stated after discussions with our attorney, he feels it is not the role of government to make laws that tell people or businesses what colors, styles or materials they need to use. However, our attorney would support this type of law if we are protecting historic buildings or the Central Business District area. A suggestion was made that instead of having an Architectural law, maybe we should add information to our Zoning regulations. The board concurred they would like Mrs. SurrIDGE to revise the Zoning Law to put Architectural Review controls in that section of the law. She will present a recommendation at the next board meeting.

- Workers Compensation : Mrs. Surridge received our invoice for the calendar year 2012. The total cost is \$67,446 which is \$4,308 higher than last year. Rates per job classification increased between 11-18%; refuse and road work employees had the highest increases. Due to John Burch's retirement, our total annual salaries are less, which helped to offset our increase.

Mrs. Surridge attended two meetings this month, one as a member of the executive committee and the other was a full board meeting for all the municipalities that participate in this self- insured program. She was re-elected as Treasurer for another year.

The group renewed the contract with our 3rd party administrator, POMCO, and approved a refund to those municipalities who have been in the program for 5 years or more. The money paid into the fund is divided 40% for administration costs and 60% for claims. If a surplus builds up on the 40% side, the money is disbursed back to the municipalities. We have received a check for \$5,368. The management team recommends that we leave the money in the general fund for now and determine what to do with it at budget time next year. The board concurred with this recommendation.

- 6 Upton Street: When a new title search was requested (which is standard practice just before closing) a lien was found on the property for some kind of worker's compensation claim. The dollar amount is between \$1,100 - \$1,400. HDK either has to pay off this lien, or the Village has to accept title with the lien attached. The Village Board determined to accept the lien and proceed with closing.

The owner of the former cold storage plant, Ken Sixt, contacted Mrs. Surridge to make sure his existing ingress/egress easement isn't affected when we transfer the land to HDK. When she was reviewing the correspondence in our files, she found several documents that made note of "relocating the existing easement" and "proposed easement to the Village of Hilton" but could not find proof that this was finished. She is recommending we pay MRB to finish and file the easement.

Resolution to appropriate up to \$1,200.00 to prepare the map and easement in order to proceed with closing of 6 Upton Street. The funds are to be taken from the contingency account. Trustee Horylev made the motion, seconded by Trustee Speer. Carried unanimously 5-0.

- 10 Canning Street parking maintenance agreement: Mrs. Surridge stated she received notice from Mr. LePore that he is now in a position to sign the agreement. She asked the Board to authorize the Mayor to execute the documents.

Resolution to authorize the Mayor to sign and execute the following agreement between the property owners of #11 & #50 Canning Street: Trustee Bimmler made the motion, seconded by Trustee Horylev. Carried unanimously 5-0.

AGREEMENT, made this ____ day of _____, 2011, by and between CARM CARMESTRO, residing at _____ (hereinafter "Carmestro"); and LEPORE'S, INC., a New York Corporation having offices located at 11 Canning Street, Hilton, New York (hereinafter "LePore's"), and the VILLAGE OF HILTON, a municipal corporation having offices located at 59 Henry Street, Hilton, New York 14468 (hereinafter the "Village").

WHEREAS, the premises formerly known as 11 Canning Street in the Village of Hilton, County of Monroe and State of New York and identified as Tax Account No. 032.06-3-12.1 is now comprised of the premises known as 11 Canning Street in the Village of Hilton, County of Monroe and State of New York and identified as Tax Account No. 032.06-3-12.111, the premises known as 54 Canning Street in the Village of Hilton, County of Monroe and State of

New York and identified as Tax Account No. 032.06-3-12.12, and the premises in the Village of Hilton, County of Monroe and State of New York, as more particularly described in a Warranty Deed from LePore's, Inc. to the Village of Hilton, dated April 4, 2007 and recorded in the Monroe County Clerk's Office on January 22, 2008 in Liber 10572 of Deeds, Page 209; and WHEREAS Carmestro is and represents that he is the present owner in fee of the premises commonly known as 54 Canning Street in the Village of Hilton, County of Monroe and State of New York, Tax Account No. 032.06-3-12.12; and

WHEREAS LePore's is and represents that it is the present owner in fee of the premises commonly known as 11 Canning Street in the Village of Hilton, County of Monroe and State of New York, Tax Account No. 032.06-3-12.111; and

WHEREAS, the Village is and represents that it is the present owner in fee of the premises in the Village of Hilton, County of Monroe and State of New York, and more particularly described in a Warranty Deed from LePore's, Inc. to the Village of Hilton, dated April 4, 2007 and recorded in the Monroe County Clerk's Office on January 22, 2008 in Liber 10572 of Deeds, Page 209, and of the premises commonly known as 10 Canning Street in the Village of Hilton, County of Monroe and State of New York, Tax Account No. 032.06-3-5; and

WHEREAS, the parties hereto acknowledge the Boundary Line and Easement Agreement with respect to said parcels, dated July 19, 1991 and recorded in the Monroe County Clerk's Office on July 29, 1991 in Liber 8107 of Deeds, page 161 (hereinafter "Original Agreement"), as thereafter amended by the Corrected Boundary Line and Easement Agreement, dated September 6, 1991 and recorded in the Monroe County Clerk's Office on September 11, 1991 in Liber 8123 of Deeds, page 160 (hereinafter "Corrected Agreement"); and

WHEREAS, the parties hereto wish to acknowledge and confirm the boundary line as established in said Agreements; and

WHEREAS, the parties hereto wish to transfer portions of the aforesaid premises owned by the Village to Carmestro and Lepore's, subject to certain easements for municipal services; to provide the Village with easements over portions of the premises owned by Carmestro and Lepore's for municipal services and to terminate any existing easements, restrictions and/or ongoing obligations as contained in both the aforesaid Boundary Line and Easement Agreement and the Corrected Boundary Line and Easement Agreement, all as set forth herein; and

WHEREAS upon completion of the within transfers, it is the specific intent of all the parties hereto to terminate and make void all rights and obligations that heretofore existed under the Boundary Line and Easement Agreement and the Corrected Boundary Line and Easement Agreement, described herein above; and

WHEREAS, the Village has resolved, upon completion of the transfers contemplated herein, to dedicate a portion of the aforesaid property presently owned by the Village as a public road;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

1) The Village agrees to transfer to Carmestro that portion of the aforesaid property presently owned by the Village, as is more particularly shown on the survey and recited in the description which are collectively attached hereto and made a part here of as Exhibit A.

2) Carmestro agrees to simultaneously grant to the Village:

a) A storm sewer easement, as more particularly shown on the survey attached hereto and made a part hereof as Exhibit B, over both the aforesaid property presently owned by Carmestro and the property to be transferred to Carmestro pursuant to paragraph 1 above; and

b) A sanitary sewer and utility easement, as more particularly shown on the survey attached hereto and made a part hereof as Exhibit C, over both the aforesaid property presently owned by Carmestro and the property to be transferred to Carmestro pursuant to paragraph 1 above; and

c) A water main and utility easement, as more particularly shown on the survey attached hereto and made a part hereof as Exhibit D, over the property to be transferred to Carmestro pursuant to paragraph 1 above.

3) As and for additional consideration for said transfers, the Village shall pay to Carmestro the amount of Five Hundred and 00/100 Dollars (\$500.00), to be paid at closing, and

shall provide Carmestro with an instrument survey, prepared by Richard E. Maier, Licensed Surveyor, of his existing parcel and the parcel to be transferred to him pursuant to this Agreement, said instrument survey which shall be certified to Carmestro and to his attorney.

4) The Village agrees to transfer to LePore's that portion of the aforesaid property presently owned by the Village, as is more particularly shown on the survey and recited in the description which are collectively attached hereto and made a part hereof as Exhibit E.

5) LePore's agrees to simultaneously grant to the Village a storm sewer easement, as more particularly shown on the survey attached hereto and made a part hereof as Exhibit B, over the property to be transferred to LePore's pursuant to paragraph 4 above.

6) The Village, Carmestro and LePore's shall execute and, immediately prior to the recording of the transfers contemplated in paragraphs 1, 2, 4 and 5 above, shall record an Agreement whereby they mutually and severally acknowledge and reaffirm paragraphs 1 through 6 of the aforesaid Original Agreement and paragraphs 1 through 6 of the aforesaid Corrected Agreement, mutually and severally release one another from any and all obligations, responsibilities or conveyances set forth in paragraphs 7 and 8 of said Original Agreement and paragraphs 7 and 8 of said Corrected Agreement and mutually and severally waive any and all rights or claims they may have with respect to one another, as set forth in paragraphs 7 and 8 of said Original Agreement and paragraphs 7 and 8 of said Corrected Agreement. Such Agreement is expressly conditioned upon the transfers contemplated in paragraphs 1, 2, 4 and 5 being recorded immediately following the recording of said Agreement.

7) Promptly upon completion of the foregoing, the Village shall take appropriate steps to complete the dedication of that portion of the property, presently owned by the Village and more particularly described in Exhibit F attached hereto and made a part hereof, as a public street.

8) The performance of the terms of this Agreement by each party is expressly conditioned upon the performance by all parties hereto and each party shall be entitled to any and all remedies available for the failure of any party to perform in accordance with this Agreement.

9) The closing of the transfers contemplated by this Agreement shall take place at the offices of the Village or at such other location as the parties shall mutually agree, on or before theninetieth (90th) day following the execution of this Agreement.

10) The Village shall provide the following documents to Carmestro and LaPore's in connection with the aforesaid transfers:

a) A properly signed and notarized Warranty Deed with lien covenant, to be delivered at closing.

b) Fully guaranteed tax, title and United States Court Searches for the parcel to be transferred, dated or redated after the date of this Agreement, with a local tax certificate for Village, or City taxes, if any, and a copy of the subdivision map, showing the parcel to be transferred, to be delivered to at least ten (10) days prior to the date of closing. The Village will pay for the maps and Carmestro and LePore shall each pay for a copy search and for continuing such searches to and including the day of closing.

11) The deed and other documents delivered by the Village shall be sufficient to convey good marketable title in fee simple, to the property being transferred, free and clear of all liens and encumbrances, except as set forth herein and except that title shall be transferred subject to restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these restrictions have not been violated, or if they have been violated, that the time for anyone to complain of the violations has expired and that title shall be transferred subject to public utility easements along lot lines as long as these easements do not interfere with any buildings now on the property.

12) If Carmestro or LePore's raise a valid written objection to the title of the Village to the parcel being transferred to each of them, such that the title to the property is unmarketable, the Village will cure the problem prior to the closing date or, at the option of the Village, if the title objection is insurable, the Village shall obtain title insurance, at the expense of the Village, and

Carmestro and LePore's agree to accept insurable title. If the Village is unable to cure the problem or obtain title insurance, then any party hereto may cancel this agreement as to all parties.

13) The Village is exempt from paying real property transfer tax in connection with the within transfers. Carmestro and LePore's will each pay for recording their respective deeds and the

Village will pay for recording the easement from Carmestro and for recording the Agreement with

respect to the aforesaid Original Agreement and Corrected Agreement, pursuant to paragraph 6 above. There are no current water charges, pure water charges, sewer charges, or current taxes and therefore there shall be no closing adjustments.

14) Risk of loss or damage to the property to be transferred, until transfer of title, shall be assumed by the Village.

15) The parties acknowledge that no broker has secured this agreement.

16) This Agreement may not be assigned by any party without the prior written consent of all of the parties hereto.

17) The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives, distributees, and assigns.

18) The failure of any party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies and shall not be deemed a waiver of any subsequent breach or default in terms, conditions, and covenants contained herein.

19) This Agreement is *not* subject to the approval of the attorneys for any party and, as such, should not be executed by any party until each party is satisfied as to the terms and provisions set forth herein.

20) This document contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

Minutes

Resolution to approve the meeting minutes of November 1, 2011 as submitted. Motion made by Trustee Horylev, seconded by Trustee Speer. Carried unanimously 5-0.

Resolution to approve the meeting minutes of November 8, 2011 as submitted. Motion made by Trustee Horylev, seconded by Trustee Bimmler. Carried unanimously 4-0-1 (Trustee Speer abstained).

Vouchers

Resolution to approve the abstract of vouchers with the following additions: Peter Chapin, \$23.87, Denny and her Escorts \$100.00, Carl Johnson \$100.00. Totals as follows:

General fund	\$	132,316.02
Water fund	\$	53,538.23
Sewer fund	\$	51,892.73
Gas&Electric	\$	17,875.19
Prepaid	\$	97,185.69
T&A	\$	<u>11,605.91</u>

Total \$ 364,413.77

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

Executive Session

A motion was made by Mayor Lee to enter into executive session at 7:00 p.m. Seconded by Trustee Speer. Carried unanimously 5-0.

A motion was made by Trustee Horylev to exit out of executive session at 7:05 p.m. Seconded by Trustee Speer. Carried unanimously 5-0.

Resolution due to the fact that the DPW is short one employee owing to an illness, be it resolved that the Superintendent of Public Works is authorized to hire a part time Motor Equipment Operator, if necessary, to fill in during a snow emergency situation and that employee shall be compensated at the rate of \$17.50/per hour. Be it further resolved that the Superintendent may also hire a part time laborer, if necessary, to fill in during a snow emergency at the rate of \$12.00/hr. Motion made Trustee Horylev, seconded by Trustee Gates. Carried unanimously 5-0.

Sale of 10 Canning Street

Two purchase offers have been received for this property, both of which are for the same price.

Resolution to authorize the Village Manager to make the following counter-offer to the purchase offer submitted by McPherson & Cotter:

1. The purchase price shall be \$37,000
2. Our offer is subject to the Village of Hilton subdividing the property to conform to the survey map that was in the real estate listing which has a total of .8 acres
3. Our offer shall expire at 12:00 noon on December 7th

Be it further resolved if the buyers do not accept this counter-offer, the Village Manager is authorized to present the same counter-offer to the second buyer. Trustee Horylev made the motion, seconded by Trustee Gates. Carried unanimously 5-0.

Apple Festival

Resolution to authorize use of the loop located on South Avenue during the Apple Festival on September 29 and 30, 2012 to allow the visitor transport buses to turn around. The Village Board also grants permission to use the Hilton Community Center building and grounds. Motion by Trustee Speer, seconded by Trustee Horylev. Carried unanimously 5-0.

There being no further business, the meeting was adjourned at 7:30 p.m.

Respectfully Submitted,

Shari Pearce, Village Clerk