

**Village Board of Trustees
Meeting Minutes of May 3, 2011**

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

Guests: Carm Carmestro, John and Bobbie Corzine, Chris Castle, Jordan Montesano,
Isaiah Penny, Evin Daly, Alex Gramieh, Sue Fertitta, Dave and Christina Baker,
Deborah Donohue, Xalioh Lievense, Gary Shadders, Mariah Lombino, Phoebe
Shadders, Steve Fowler, Bob Crowley, Bob Sparkin

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

Public Forum

Carm Carmestro, 50 Canning Street, was present and wanted to give some clarification regarding an energy company that was naming his restaurant on their marketing materials. He explained that they are selling energy efficient products such as windows and doors, not electricity, so there is no competition with the Village's electric program.

Kathy Cocquyt and Eric Hafner were present from the Fitness Warehouse; they wanted to obtain permission from the board about their grand opening celebration that will be taking place this Saturday, May 7, 2011. They are planning to have a couple of aerobic and spinning classes in the morning outside in the parking lot. This will be extremely low key. Trustee Horylev advised to have the classes maintained under the canopy and not in the parking lot for safety purposes. The board advised the Village Clerk to check with insurance regarding the event and wished them nice weather for the event.

John and Bobbie Corzine, 130 Gorton Ave, stated in the past that "stop" was painted on the pavement at the intersection by M&T Bank and the liquor store. They were asking if the DPW was going to repaint the words this spring; they feel it really helps the cars slow down. Mike McHenry stated that they are going to repaint once the weather cooperates.

There being no further public comments, the public portion of the meeting was closed at 5:10 p.m.

North Avenue Sewer Fees

Janet Surridge addressed the board regarding our outside sewer connection fees. The board discussed the reasoning behind the rate increase that was adopted in 2010.

Mr. Bob Crowley was present to discuss with the board the current outside sewer connection fees. Mr. Crowley stated he has been approached by seven home owners on North Avenue to

connect these homes to our sewer system. He connected three homes on North Avenue two years ago when the connection fee was \$500.00. He was present this evening to inquire why the fees have increased so much. Trustee Horylev stated the Village Board increased the rates because we have a valuable commodity in the Village and we need to protect this asset and be able to make the necessary improvements to the system. We have surveyed other surrounding municipalities and we found our charges were too low; we feel the fee of \$1,500.00 is a more reasonable fee to charge.

Mr. Crowley stated, based on that decision, he will not pursue a sewer connection because the homeowners cannot afford it; he personally disagrees with the decision and will pursue septic systems repairs for these homeowners.

Mr. Sparkin, has resided at his North Avenue home in the Town of Parma for forty years and this is the 4th or 5th time he has tried to connect to the Village's sewer system. For various reasons it has not happened. He was quoted \$500.00 to install sewers two years ago, the rate is now increased to \$1,500.00. He is getting more frustrated and with a limited income this has become out of reach for him financially.

Code Enforcement

- Exempt Club Sign: Mr. Lissow reported the paperwork has been submitted to SEMO for the Exempt Club sign. He noted the Exempt Club is discussing the possibility of installing a temporary sign.

Public Works Report

- Parma View Lift Station: Mike McHenry reported the north pump and electrical wire that provides power to the pumps needs to be replaced, at a cost of \$7,300.00. The pumps at this lift station were scheduled to be rebuilt in the coming budget year. He plans on rebuilding the south pump once we have our new budget. He requested approval to rebuild the north pump.

Resolution to authorize the Superintendent to replace one of the sewer pumps in the Parma View Lift Station at a cost not to exceed \$7,300.00. Be it further resolved that the money to pay for this expense shall come from the contingency account and the Treasurer is authorized to amend the 2010-11 budget accordingly. Trustee Speer made the motion, seconded by Trustee Horylev. Carried unanimously 5-0.

Resolution to hire MRB Group to engineer, design and develop the bid package for the 2011/2012 Sanitary Sewer Improvement Project. This will include the relining of approximately 1,000 feet of sanitary sewers on South Avenue at a cost not to exceed \$6,500.00. Trustee Speer made the motion, seconded by Trustee Bimmler. Carried unanimously 5-0.

- Summer Employees: Mike McHenry stated he is hiring three employees for the summer season. Brett Clark and Nick Edwards are returning this year. Jay Clifford is new to the DPW; however, he has worked for the Town Highway Department for two years. Mike

is requesting approval to hire Jay Clifford at a rate of \$10.00 per hour. Normally, he would start at \$9.00/per hour, but with his experience Mike feels this is appropriate.

Resolution to hire Jay Clifford at a rate of \$10.00 due to his experience with the Town of Parma. Trustee Speer made the motion, seconded by Trustee Bimmler. Carried unanimously 5-0.

- Shared Services/Soil Remediation: Mike McHenry stated the soil remediation for the former bus garage site will begin in September instead of this month due to scheduling conflicts. All parties have agreed to wait until September to start the remediation process. Demolition of the former bus garage is completed with the exception of the concrete floor.

Other miscellaneous items were discussed.

Clerk's Report

- Time Warner Audit: Shari Pearce spoke with Mike Cantel, from Computel Consultants, who is performing the audit on our cable franchise revenues. He has audited our agreement and concluded that Time Warner has underpaid the Village by approximately \$6,797.37 for the time period from January 2005 – June 2007. The reason for the underpayment is the Public Service Commission rules require franchise fees be included in the calculation of gross revenues and Time Warner excluded those franchise fees during that time period, resulting in the underpayment. Mr. Cantel noted if the Village decides to pursue collecting their payment; Time Warner will most likely exercise their right to pass through the underpaid franchise fee amount to their subscribers, which are 1,530 customers. The customers will be charged \$.37 a month for the next twelve months. Mr. Cantel noted Time Warner could apologize for their error and waive the pass through charge; however, Time Warner's strategy has been to use the pass through as a way to discourage municipalities from enforcing their agreements. The board discussed and determined they did not want to proceed in collecting the monies owed primarily because the Village would only receive 50% of any money collected and the other 50% would be shared with Computel Consultants. Furthermore, the Board does not want our customers to have to absorb any additional cost. The report did conclude the Village of Hilton has been receiving all the monies they are entitled to since 2007.
- Summer office hours: Shari Pearce stated we will begin summer hours on June 24th through September 2nd. The proposed hours are 7:30 a.m. - 4:00 p.m. The board had no objection to the summer hours for the office staff.

Manager's Report

- Shared Services Project: Janet SurrIDGE stated the final salt shed design has been established. The estimated cost without any lean-to's is \$500,000.00. The elimination of the lean-to's was necessary to have the entire salt shed fit on the Town's property, since acquiring land from Omega at a reasonable cost is not attainable. LaBella Associates has provided a cost proposal for their services to design the salt shed. Services would

include site plan, grading, utilities, foundation, framing & technical specifications. The cost would be \$25,000 and the Village's share would be \$2,500; School \$2,500 and Town \$20,000. Discussion followed on whether or not we should undertake this work now or wait until construction is ready to begin. The Board granted approval to hire LaBella now, subject to the Town of Parma's approval also.

- Discussed the sale of #10 Canning St: Mrs. Surridge reported that the buyer, Mr. Sciortino, has informed her that he is not in a financial position to close on the property at 10 Canning Street by May 31st, per the agreement. He inquired if the board would be willing to grant an extension to the end of the year. The board discussed and requested Mrs. Surridge to contact and interview realtors for suggested listing prices. She will report back to the board with her findings. The board noted they could put into the realtor contract a clause that Mr. Sciortino could purchase the property by the end of the year without sales commissions. No action was taken and this will be placed on the agenda for the next meeting.
- Employee Handbook: Mrs. Surridge stated the management team has been discussing another revision because the language does not clearly define whether or not a retired employee can add or change their health care policy after retirement. After working with the Village Attorney, she submitted a recommendation for adoption. General discussion followed.
- **Resolution** to amend Section 802 D of the Employee Handbook to read as follows:
 1. For any full-time employee hired prior to January 1, 2000 who retires from his or her employment with the Village with a minimum of twenty (20) years of full-time service, and is in good standing at the time of his/her retirement, or for any Mayor or Trustee initially serving prior to January 1, 2000, who retires from his or her service from the Village Board with a minimum of 20 years of service and is in good standing at the time of his/her retirement, the Village will provide coverage, under whatever group medical and dental insurance plan is being provided by the Village from time to time for its employees, for the benefit of the retired employee, retired Mayor, retired Trustee and their dependents (as permitted under the applicable policy), at no cost to such retired employee, Mayor or Trustee, so long as said retired employee, retired Mayor or retired Trustee is receiving a New York State retirement pension but in no event beyond age 65. At age 65, the Village will provide such retired employee, retired Mayor or retired Trustee, at no cost to the retired full-time employee, Mayor or Trustee, with a Medicare Supplemental Plan for the benefit of such retired employee, retired Mayor, retired Trustee and their permitted dependents, which plan shall be limited to the same type of policy (i.e. single, single-plus-spouse, family, etc.) or lesser type of policy as the retired employee, Mayor or Trustee had at the time of his/her retirement, and only to the extent such a plan and/or such a type of policy is then provided by the Village. Should such type of policy not be provided or no longer be provided by the Village at any given time, the Village will provide such retired employee, Mayor or Trustee, with the next lesser type of policy then provided by the Village. At no time, however, will a retired employee, Mayor or Trustee be provided with a type of policy that exceeds, at any time,

the actual dependants of the retired employee, Mayor or Trustee. Should the type of policy being provided to a retired employee, Mayor or Trustee be reduced at any time, the type of policy shall not thereafter be increased, even if additional types of policies thereafter become available. Any insurance plans provided by the Village shall be selected by the Village, in its sole discretion, from time to time.

2. For any full-time employee hired on or after January 1, 2000 but before June 1, 2003 who retires from his or her employment with the Village with a minimum of twenty five (25) years of full-time service, and is in good standing at the time of his/her retirement, or for any Mayor or Trustee elected on or after January 1, 2000 but before June 1, 2003 who retires from his or her service from the Village Board with a minimum of 25 years of service and is in good standing at the time of his/her retirement, the Village will share the expense of providing coverage, under whatever group medical and dental insurance plan is being provided by the Village from time to time for its employees, for the benefit of the retired employee, retired Mayor, retired Trustee and their dependents (as permitted under the applicable policy) as follows: twenty-five percent (25%) of the health care costs to be paid by the retired employee, retired Mayor and retired Trustee and seventy-five percent (75%) of the health care costs to be paid by the Village, so long as said retired employee, retired Mayor or retired Trustee is receiving a New York State retirement pension but in no event beyond age 65. At age 65, the Village will share the expense of providing such retired employee, retired Mayor, or retired Trustee with a Medicare Supplemental Plan for the benefit of such retired employee, retired Mayor, or retired Trustee and their permitted dependents, which plan shall be limited to the same type of policy (i.e. single, single-plus spouse, family, etc) or lesser type of policy as the retired employee, Mayor or Trustee had at the time of his/her retirement, and only to the extent such a plan and/or such a type of policy is then provided by the Village, as follows: twenty-five percent (25%) of the health care costs to be paid by the retired employee, retired Mayor and retired Trustee and seventy-five percent (75%) of the health care costs to be paid by the Village. Should such type of policy not be provided or no longer be provided by the Village at any given time, the Village will provide such retired employee, Mayor or Trustee, with the next lesser type of policy then provided by the Village. At no time, however, will a retired employee, Mayor or Trustee be provided with a type of policy that exceeds, at any time, the actual dependents of the retired employee, Mayor or Trustee. Should the type of policy being provided to a retired employee, Mayor or Trustee be reduced at any time, the type of policy shall not thereafter be increased, even if additional types of policies thereafter become available. Any insurance plans provided by the Village shall be selected by the Village, in its sole discretion, from time to time. Failure to promptly remit the retiree's share of the health care costs shall result in a forfeiture of the coverage, subject to the requirements of COBRA.
- 3) Notwithstanding the foregoing, if a retired employee, retired Mayor or retired Trustee, who qualifies for health insurance coverage pursuant to 802 (D1) or 802 (D2) above, resides in such a place as to no longer be eligible for coverage under the then existing policy provided by the Village, then the Village will reimburse such retired employee, Mayor or Trustee for the cost incurred by such retired employee, Mayor or Trustee to

obtain a substitute policy of health insurance, but in no event to exceed the amount that the Village would have paid for coverage for the benefit of the retired employee, retired Mayor or retired Trustee if he/she had qualified for the coverage so provided by the Village. Said reimbursement shall be made periodically, but not more frequently than one-time per month, only upon receipt by the Village Clerk of proof of such substitute coverage and proof of each payment by the retired employee, retired Mayor or retired Trustee for such substitute coverage.

- 4) For any full-time employee, Mayor or Trustee hired or elected on or after June 1, 2003 who retires from his or her employment with the Village, the Village will not provide any health insurance benefits upon retirement.
- Trustee Horylev made the motion, seconded by Trustee Speer. Carried unanimously 5-0.
 - Natural Gas Program: Discussion took place on whether we should continue our natural gas program. Mrs. Surridge noted the Village does not make any revenue and the only customer is now the school district and it is hard to predict the market. The Village has purchased the School's natural gas supply through December, 2012. The Board directed Mrs. Surridge to contact the School District and discuss this possibility.
 - Community Development Grant: Mrs. Surridge reported Monroe County informed the Village we have been selected to receive \$25,050.00 for the South Avenue sewer project. The Village originally applied for \$40,000.00.
 - North Parma Station: Mr. Sciortino has approached the Village seeking sewer connection for his proposed senior subdivision directly south of Unionville Station in the Town of Parma. He is requesting a letter from the Village stating that sewer connection is available. The board recognizes the request has been made for the connection of the sewers for Mr. Sciortino to continue his development south of Unionville Station and that the Village Board grants permission for Mr. McHenry to start negotiating with Mr. Sciortino and develop a plan the board can review and approve regarding sewer fees, infrastructure improvements, etc.

Public Hearing 6:00 p.m.

Jordan Montesano, 140C Village II, noted there are some skateboarders that are disrespectful and do deface the Village property. He likes to skate in Village II apartment complex, where he lives, and there should be a place where he and his friends can skate and keep out of trouble.

Alex Gramelin, 330D Village II, believes since he has been skating he has not been getting into trouble and it has helped him from doing wrong things, for instance, he has not defaced any property. He likes to skate in the Village and prefers street skating versus going to a skate park. He explained to the board the difference in skating styles.

The Mayor stated we have a lot of problems in Village parking lots and it is not fair to businesses that kids are not being respectful; the business owner's come to us complaining and we have to do something.

Sue Fertitta, 207 Moul Road, is speaking on behalf of the kids and she feels the kids need a place to skate; they do need transportation and thought it was a good idea if the Recreation Department developed a plan to transport the kids to the skate park at the Town Hall. She also noted she thinks the Fireman's field could be used as a skate park and is out of the way; police are visible in that area.

Trustee Horylev stated he agrees the kids need a place to go; the issue is public safety and being respectful to businesses in the Village.

Steve Fowler, Recreation Director, stated there was a system in place years ago to pick the kids up and drop them up to the skate park at the Town Hall. Very few kids utilized the transportation system; he stated a possibility is the skate park can move from the Town to the Village. He noted the structures are semi-removal; they are not permanent.

David Backer, 311 Lighthouse Road, remarked the style of a skater is very different, some skaters prefer ramps; street skaters do not skate on ramps and maybe the skate park could add more street skating elements.

Evin Daly, 2B Marple Lane, stated it takes about an hour and a half to walk to the Town park, a lot of the parents cannot drive their kids to the skate park and they are forced to skate in the Village. He feels it would be more convenient to have a skate park in the Village. He remarked that his mother lives in Lake George and they are doing a fundraiser for development of a skateboard park. He thinks there would be a lot of kids supportive of this and even donate their own money towards it.

Mariah Lombino, 16 Fallwood Terrace, agrees with these comments. Her sister and dad were present and they are supportive of a skate board park in the Village. She also suggested having a fundraiser to raise money for a skate park.

Debbie Donohue, 17 East Ave, has lived here for 15 years and has seen the Village go from bad to worse and feels kids definitely need something to do. She has never heard of any transportation for the kids, but she thinks it would be great. She did state she hears kids late at night walking around the Village and she believes those are the kids that are doing the vandalism, not the skateboarders. She also remarked the police do nothing and it takes a long time for them to respond to calls.

Christina Baker, 311 Lighthouse Road, knows each of the kids that are speaking out this evening. She also stated kids had no idea of the proposed law; she suggested putting it into school correspondence that kids could read. She also stated the Village should point out exactly what property is Village owned and what is private property. She stated some private property owners do allow the kids to skate. She also noted roller bladers go faster than walking speed and nothing is being done about them.

Sue Fertitta, 207 Moul Road, feels the Village Board is singling out skateboarders and discriminating against them. There are plenty of kids that are not skateboarders that are doing damage and being destructive in the Village.

Trustee Speer remarked he was down at the Fire Department grounds and saw three kids paying no attention to the cars around them when they were skate boarding and being reckless.

Gus Strebenis, Hilton Family Restaurant, supports the kids having a place to skateboard and feels they need some type of area. He agreed the number one priority is safety.

Steve Fowler, Recreation Director, remarked there was an opportunity a while ago to reinvent the skate park at the Town Park and install a vertical skate park; however, we stayed with the same ramps because it is so highly used.

The Mayor closed the public hearing at 5:43 p.m. and remarked he appreciated all the kids that came and educated the board on the different styles of skate boarding and their outlook on skateboarding. Based on public input, the board tabled this item until the next meeting.

Minutes

Resolution to approve the meeting minutes of April 5, 2011 and April 12, 2011 as submitted. Motion made by Trustee Horylev, seconded by Trustee Bimmler. Carried unanimously 5-0.

Vouchers

Resolution to approve the abstract of vouchers as submitted. Totals as follows:

General fund	\$	29,471.53
Water fund	\$	25,385.85
Sewer fund	\$	2,616.30
Gas&Electric	\$	391.57
Prepaid	\$	53,808.42
<u>T&A</u>	<u>\$</u>	<u>11,751.61</u>
Total	\$	223,353.28

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

Fee Schedule

Resolution to approve the following changes to the fee schedule. Trustee Bimmler made the motion, seconded by Trustee Speer. Carried unanimously 5-0.

*****Not for profit organizations will receive a \$30.00 credit applied to any building permit fee**

Type of Permit: **Per Sq. Ft.** **Minimum**

I. Residential:	(Price includes Certificate of Occupancy) For first dwelling		
	unit.	All others at \$40.00	
Dwelling Area	\$.12	rounded to nearest whole \$	No minimum - n/a
Unfinished Area	\$.12		No minimum - n/a
Non-Dwelling Area	\$.12		No minimum - n/a

II. Non-Residential (Price includes Certificate of Occupancy)

New Building:

First 5000 sq. ft.	\$.12	\$150.00
All over 5000 sq. ft.	\$.10	

Additions/Remodel:

First 5000 sq. ft.	\$.12	\$75.00
All over 5000 sq. ft.	\$.10	

III. Other Types of Construction (Price includes Certificate of Compliance)
Applicable to all districts

	<u>Permit Fee</u>
Additions	\$ 75.00
Conversion to habitable space	\$ 75.00
Certificate of Occupancy	\$ 40.00
Open or enclosed porch/sun room	\$ 75.00
Open or covered deck	\$ 75.00
Demolition	\$ 30.00
Minor structural improvements	\$ 30.00
Major structural improvements	\$ 50.00
Garage	\$ 75.00
Addition to garage	\$ 75.00
Storage shed	\$ 30.00
Swimming pool (above ground)	\$ 30.00
Swimming pool (in ground)	\$ 100.00
Fences	\$ 30.00
Commercial Satellite Antennas	\$1,500.00
Commercial co-mingled satellite antennas	\$1,000.00
Fireplace, wood stove	\$ 40.00
Floodplain development permit	\$ 75.00
Handicap Ramp	No charge
Standby generator	\$ 40.00

Penalty fee:

If a building permit is not obtained as required by the Village Zoning Ordinance for any structure, addition or change of use, the Code Enforcement Officer shall double the permit fee. This fee is applicable to the current owner of the property, regardless if the improvement was undertaken by the previous owner or not.

IV. Miscellaneous:

Signs	\$30.00 for the first sign \$20.00 for each additional on same
Vendor's permit –parades	\$ 50.00/day
Vendor's permit – door to door sales	\$ 50.00/day for profit organizations
Vendor's permit – not for profit organizations	no charge
Vendor's License - ice cream sales	\$ 50.00/per truck
Copies made for the public	\$.25/per page
Code Book	\$ 50.00
Zoning Law	\$ 25.00
Subdivision Specs	\$ 40.00
Tax Search	\$ 25.00
Additional copies requested of C.O's	\$ 25.00
Handicap parking sign	\$ 20.00
History books-Hilton USA	\$ 10.00
History books-First Families	\$ 20.00
Checks returned for Insufficient funds	\$ 35.00
Recreation Fee	\$450.00/per unit
FOIL Documents	\$.25/per copy

V. Planning Board Fees:

Conceptual Review	no cost
Residential Application fee	\$50.00
Non Residential Application Fee	\$200.00
Site Plan, public hearing	\$100.00
Village Engineering Fees	At Cost
Special Meeting Request for Planning	At Cost

Zoning Board Fees:

Application and Public Hearing	\$100.00
Conditional Use/Variance each occurrence	\$100.00
Special Meeting Request for Zoning	At Cost

Village Board Fees:

Application to Rezone Property	\$100.00
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VI. Inspection Fees:

Building Inspector	\$40.00/hr
Re-inspections	\$40.00/hr
Fire Marshall	\$40.00/hr

VII. Public Works Charges

RATE

Supervision	At cost
Labor	At cost
Equipment per NYSDOT & MCDOT rate schedule	
Sewer machine	\$30.00/hr
Sidewalks, owners request	at cost
Sidewalks, Village maintenance	no fee
Towing fee	At cost plus \$50.00
Property maintenance violations	\$100.00 plus labor, equipment and legal cost per occurrence.

Dumpster Rentals:

6 yard	\$ 80.00
9 yard	\$ 95.00
10 yard	\$105.00
Extra week	\$ 20.00 extra with no dump
Extra dump	\$ cost of dumpster
Roofing and demolition/construction material	\$ 20.00 additional
Concrete Box	\$10.00

Commercial customers with Dumpsters

Dumpster rentals	\$14.00 per cubic yard
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Restaurants-Dumpster Rentals

Dumpster Rentals	\$17.00 per cubic yard
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Apartment Complexes – with or without dumpsters

Dumpster Rentals	\$17.00 per cubic yard
Curbside	\$6.00 per unit

Containers:

95 Gallon Carts: For all multi-residential and residential uses: (Amended 2/5/08)	\$55.00/each
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Additional carts over one per multi-residential property as determined by the Superintendent of Public Works \$12.00/month/per cart

Blue or yellow recycling boxes: \$10.00
New Residents no charge

Other Refuse Charges:

A. Residential Users:

Three standard containers/per week - weight not to exceed 25 pounds each - no charge
Each standard container over three per week - red standard sticker must be attached.

Cost of Stickers:

Standard	\$ 1.00/each
Bulk items	\$ 5.00/each
Refrigerants	\$12.00/each
Standard item (non-compliance)	\$ 5.00/each
Bulk item “ ”	\$10.00/each
Appliance pick up	no charge

B. Multi-Residential Users

1. If standard containers are used:

Three standard containers per week/per premise - - no charge (weight not to exceed 25 pounds each) Each standard container over three per week - red standard sticker must be attached.

OR

2. If dumpster(s) are used:

a) \$14.00 per cubic yard charge

C. Commercial Users:

1) For commercial properties with less than 20 units:

a) If standard containers are used:

Three standard containers per week/per premise - - no charge (weight not to exceed 25 pounds each) Each standard container over three per week - red standard sticker must be attached.

OR

b) If dumpster(s) are used: \$14.00 per cubic yard charge

2. For commercial properties with 20 or more units:

- One dumpster is required for every 20/units and a \$14.00 per cubic yard charge

Dumpster cleaning	\$50.00 per cleaning
Recycling Containers (96/gallon)	\$1.50/month

IX. Sewer Fees:

CHARGES

Out of district residential customers	\$150.00/annually
Residential, single family homes	\$100.00/annually

Multi-Residential properties with two or more units: \$25.00/per 15,000 gal of water
minimum of \$200.00/per year

Churches \$25.00/per 15,000 gal of water
minimum of \$100.00/per year

Commercial \$25.00/per 15,000 gal. of water with
a minimum of \$100.00/per year

Townhouses and apartment complexes
that have one meter for multiple units \$25.00/per 15,000 gal
(Cedar Hill, Village II, Unity Health)

Townhouses and apartment complexes
that have **one meter per unit** \$100.00/annually/per unit
(only effects Parkwood properties)

New Sewer Connection Fees

Property within Village limits	
Residential use (per unit charge)	\$250.00
Commercial/Industrial use	\$350.00

Property outside the Village limits	
Residential use (per unit charge)	\$1,500.00
Commercial/Industrial use	\$3,000.00

X. Water Fees:

New installation	time & materials +10%
Water account charge	\$15.00
Final readings	\$15.00
Water meters 5/8" x 3/4"	\$100.00

Water meters 1" and larger	at cost +15%
Frozen meters 5/8" x 3/4"	\$100.00
Frozen meter 1" and larger`	at cost +15%
Disconnect/Reconnect fees	\$30.00 each time
Consumption Fees:	\$2.77/per thousand plus \$.13 per day, Village
	\$3.11/per thousand plus \$.14/per day outside
	customers
Fire protection rates: Up to 6" connection	\$30.44/qtr
Per hydrant:	\$200.00/ annual

XI. Parks: (Rent of Jennejahn Lodge):

\$158.00 per occasion
 \$ 50.00 Full-time Village Employees and Village Board members (limited to one time per year)

Discounted rate for any reservation booked Monday through Thursday:
 There will be no special consideration on reduced rates for non-profit groups.

\$128.00 per occasion
 \$ 25.00 Full-time Village Employees and Village Board members (limited to one time per year)

XII. Operating Permits:

Carnivals, festivals, or non profit organizations		no charge
Place of Public Assembly		\$50.00/annually
Exhibit and Trade Shows		\$50.00/per event
Place of Worship		\$25.00/annually
Repair/Gasoline Service		\$50.00/annually
Manufacturing/Industrial		\$50.00/annually
Pyrotechnics (Outside only)		\$100.00/per show
Temporary Structures/Tents		\$50.00/per event
Multi Family:		
Apartment Complex	\$100.00	Annual or as local conditions require
Apartment Buildings	\$ 50.00	Annual or as local conditions require
(3 units or more, not part of a complex)		
2- Family Units	\$25.00	Annual or as a local conditions require
Health Care Facility	\$100.00	Annual or as local conditions require

Food Shelf

Mayor Lee stated there are rumors going around that the Village is going to charge the food shelf rent at the Community Center. Janet Surridge stated the lease was approved by the board last November for one year with the stipulation that the Village would not charge rent for that year. She stated the board will need to determine for the next year if they want to charge rent. It was noted that if the food shelf started paying rent, they may have the opportunity to get reimbursed by food link for their rent. The board concluded the food shelf will not be charged rent for now; the board will re-evaluate this when their lease is up in November 2011.

Monroe County Water

Resolution to enter into the following lease agreement with the County of Monroe for a new communication tower on Village owned property at 7 Cedar Terrace. Trustee Bimmler made the motion, seconded by Trustee Horylev . Carried unanimously 5-0.

THIS LEASE AGREEMENT (“Agreement” or “Lease”), dated as of the latter of the signature dates below (the “Effective Date”), is entered into by VILLAGE OF HILTON, a municipal corporation with offices at 59 Henry Street, Hilton, New York, 14468, (hereinafter referred to as “Landlord”) and MONROE COUNTY, a New York municipal corporation, having offices at 39 West Main Street, Rochester, New York, 14614 (hereinafter referred to as “Tenant” or “County”).

WITNESSETH:

WHEREAS, Landlord owns property situate in the Village of Hilton, Monroe County, New York, bearing Tax Account No. 032.10-2-88 (the “Property”), including the premises shown on the Property Plan annexed hereto as Exhibit “A” and made a part hereof; and

WHEREAS, Landlord has determined that the premises to be demised hereunder are not currently required exclusively for its operation; and

WHEREAS, Tenant is licensed by the Federal Communications Commission (“FCC”) to provide wireless communications system services in Monroe County, New York and operates a county-wide public safety and emergency communications system; and

WHEREAS, Tenant is desirous of operating a wireless facility on the Property in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the payment and receipt of which is hereby acknowledged, the parties hereto do agree as follows:

SECTION 1

PREMISES

1.1 Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease, certain land, being that portion of the Property more particularly described on the Property Plan, attached hereto as Exhibit “A” (“Premises”), but specifically excluding that area delineated and enclosed by a fence and containing the “Existing Water Tower”, as shown on Exhibit “A”, together with the easements shown thereon for utilities and access to and from the Premises for its employees, agents, contractors and utility companies on a 24-hour, 7-day week basis for installation, operation, maintenance, replacement and repair of equipment deemed necessary by Tenant, and for all

utility service to the Premises and “Tenant’s Installations”, as hereinafter defined and more particularly shown on Exhibit “B” (“Tenant’s Construction Drawings”). 4

1.2 The Premises will be used by Tenant for the purpose of installing, removing, replacing, maintaining and operating, at Tenant’s expense, a wireless communication facility, including without limitation, a tower, antenna equipment, an equipment shelter, fixtures and related equipment (“Tenant’s Installations”), to be used exclusive for municipal communication purposes and no other, and shall in no event be used for any private or commercial purpose of any kind or nature whatsoever, except upon the prior written approval of the Landlord, such approval which shall not be unreasonably withheld. In the event Tenant requires additional installations, Tenant must first obtain Landlord’s approval of such proposed installations, in writing and in advance, such approval which shall not be unreasonably withheld

1.3 The within Lease shall be subject to and conditioned upon Tenant taking responsibility as Lead Agency and obtaining SEQRA approval for its intended construction and use of the Premises, pursuant to Exhibit “B”. The procurement of such approvals and of all necessary licenses and permits for the erection, construction, maintenance and operation of Tenant’s Installations, and any other certificates or permits which may be required, are the obligation of Tenant and all fees and expenses in connection therewith shall be paid by Tenant, provided that Landlord shall cooperate with Tenant in procuring them, as long as Tenant pays any and all direct and indirect expenses related thereto. In the construction of all improvements upon the Premises, and for any and all repairs of or alterations to Tenant’s Installations as provided in Section 5 of this Lease, and Tenant’s operation of Tenant’s Installations pursuant to this Lease, Tenant will comply with all laws, ordinances and regulations of all governments and bureaus concerned with said construction, repairs, alternations and/or operation to which it is subject.

1.4 Tenant will solve interference problems with other telecommunications systems existing at the Property as of the Effective Date of this Lease. Landlord may install other equipment, including communications systems and may permit other persons or entities to install such equipment on the remainder of the Property not included in the Premises, provided that such installations comply with all applicable FCC regulations, that they do not interfere with Tenant’s operations, and that prior to such installation, Landlord or such co-locator conducts and pays the cost of any necessary interference studies Prior to Tenants initial construction of Tenant’s Installations and after any further changes from frequency band charges, Tenant will pay the cost of any necessary interference studies.

1.5 Tenant’s Installations shall be installed in accordance with Tenant’s Construction Drawings, and shall be subject to the approval of Landlord which shall not be unreasonably withheld. Any such approval (or disapproval) by Landlord of Tenant’s Construction Drawings shall be in writing and in the event of any disapproval, the reasons therefore shall be stated in writing. Tenant acknowledges that no such approval by Landlord shall be deemed a representation by Landlord that Tenant’s Construction Drawings comply with applicable federal and state occupational and safety laws and regulations. Upon completion of Tenant’s Installations, Landlord shall have the right to inspect the work to insure that Tenant’s Installations have been completed in accordance with Tenant’s Construction Drawings which have previously been approved by Landlord.

1.6 EXCEPT FOR THE TERMS AND CONDITIONS OF PARAGRAPH 21 HEREOF, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR

IMPLIED, AS TO THE USE, OPERATION, SAFETY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, TENANT'S USE OF THE PREMISES, SHALL BE ON AN "AS IS" BASIS. All such risks, as between Landlord and Tenant, except for these risks caused by or resulting from the acts or omissions of Landlord, its agents, employees, contractors, tenants and invitees, are to be borne by Tenant. Without limiting the foregoing, and unless caused by the acts or omissions of Landlord, its agents, employees, contractors, tenants or invitees, Landlord shall have no responsibility or liability to Tenant or any other person with respect to any of the following: (i) the delivery, installation, operation, servicing, maintenance, repair, improvement or replacement of Tenant's Installations; (ii) the use, operation or performance of Tenant's Installations or any risks relating thereto; (iii) any liability, loss or damage caused or alleged to be caused directly or indirectly by Tenant's Installations or the repair or operation thereof, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; or (iv) any interruption of services, loss of business or anticipated profits or consequential damages.

SECTION 2

TERM

2.1 The initial lease term shall be ten (10) years ("Initial Term"), commencing on the Effective Date. The Initial Term shall terminate on the tenth (10th) annual anniversary of the Effective Date.

2.2 Tenant shall have the right to renew this Lease for up to two (2) additional ten (10) year periods ("Renewal Terms"). Said renewal terms shall be automatic unless Tenant provides Landlord with written notice, at least ninety (90) days prior to the expiration of the term then in effect, of its intention not to renew. Should Tenant provide timely notice of its intention not to renew for the first Renewal Term, the Tenant shall be deemed to have waived both Renewal Terms and the lease shall terminate upon the expiration of the Initial Term. Should the Tenant provide timely notice of its intention not to renew for the second Renewal Term, the Tenant shall be deemed to have waived the second Renewal Term and the lease shall terminate upon the expiration of the first Renewal Term. Should the Tenant fail to provide timely notice of its intention not to renew either Renewal Term, the lease shall terminate on the termination of the second Renewal Term. 6

SECTION 3 RENT/TAXES

3.1 Tenant covenants and agrees to pay to Landlord by way of annual rental for the Premises the collective sum of \$1.00 payable annually in advance to Landlord on the Effective Date and on the same month and day each year thereafter during the term, and any renewal thereof, of this Lease ("Rent"). Said Rent has been established, in part, in consideration of the benefit provided to the Landlord and its residents as a result of the intended use of the Premises by the Tenant pursuant to this Lease, and in consideration of the civic and public benefit to be provided, and said Lease is entered into upon the acknowledgment that the Premises are not presently required for any intended or anticipated use or purpose of the Landlord.

3.2 Landlord will pay when due all real property taxes attributable to the Property. Tenant will be responsible for payment of any personal and/or real property taxes assessed directly upon the installation and use of Tenant's Installations on the Premises. Tenant will pay to Landlord, as additional rent, any increase in personal and/or real property taxes levied against the Property which are directly attributable to Tenant's use of the Premises, upon delivery of reasonable proof, such as the most recent tax bill, of such increase to Tenant by Landlord. Tenant and/or Landlord shall have the right to challenge any taxes levied on the Property or the Premises due to Tenant's Installations and the parties shall fully cooperate with each other in such challenge.

3.3 Tenant shall remove from the Premises and Property all of Tenant's equipment and fixtures of every description including, but not limited to, towers, sheds, antennae, concrete pads or footings, fencing and electrical apparatus and restore the Property upon abandonment and/or lease termination to the same or original condition the premises and property had prior to Tenant leasing the same, reasonable wear and tear excepted.

SECTION 4 INSURANCE

4.1 Tenant represents that it is self-insured and will indemnify Landlord as set forth in Section 7 hereof. All contractors and subcontractors of Tenant shall carry, at their own expense, comprehensive general liability insurance in an amount no less than \$3,000,000 combined single limit covering personal injury and property damage. Tenant and Tenant's contractors and subcontractors shall name Landlord as additional insured on such policies. In addition, Tenant's contractors and subcontractors shall provide Landlord with evidence of such insurance, including such worker's compensation and disability insurance as required by New York law, prior to performing any work on the Premises after the Effective Date of this Lease and at any time thereafter upon reasonable request. Tenant's contractors and subcontractors shall not begin work until they provide evidence in writing of such insurance to Landlord. 7

4.2 Tenant shall maintain at its expense policies insuring against loss or damage to Tenant's Installations by reason of fire or other casualty.

4.3 All insurance required of Tenant by this Lease may be provided under Tenant's blanket policies from time to time in effect.

4.4 Landlord agrees that Tenant may satisfy any of its insurance obligations through its self-insurance program.

SECTION 5

REPAIRS, ALTERATIONS AND TITLE TO IMPROVEMENTS

5.1 Tenant may make any alterations, additions and improvements to Tenant's Installations necessary to conduct its business thereon. All such alterations, additions and improvements shall be made in accordance with plans and specifications to be provided to Landlord prior to the commencement of any work by Tenant. Prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed considering that it involves public safety and emergency communications, shall be required prior to commencement of any material changes to the Premises, which will affect any portion of the Property outside of the Premises. No prior approval shall be required for any alterations, modifications, or additions which are required for Tenant's normal operations and/or maintenance of the Premises which do not materially alter the Tenant's operations as contemplated herein and which do not alter the footprint of Tenant's Installations and are not inconsistent with the plans and specifications to be provided to the Landlord prior to construction. Tenant shall take good care of the Premises and shall make all necessary repairs to Tenant's Installations.

5.2 Tenant's Installations shall remain, at all times, Tenant's property, whether or not Tenant's Installations would be deemed fixtures under local law, and upon termination of this Lease, Tenant shall remove same pursuant to Section 15. Tenant shall maintain Tenant's Installations in good condition. Tenant shall reimburse Landlord for any reasonable costs and/or damages in restoring the property to its original condition if Tenant causes damage when removing its fixtures.

5.3 Tenant shall maintain Tenant's installations in good order and repair, structurally, mechanically and cosmetically, and shall keep Tenant's Installations safe and secure. Landlord shall have the right, but not the obligations, to inspect the premises and Tenant installations at least annually, which shall be undertaken, except in the case of an emergency, with a representative of Tenant and upon at least thirty (30) days prior written notice. All deficiencies shall be completed at Tenant's expense.

5.4 It is a condition of this Lease that the Tenant shall, at Tenant's sole expense, plant and maintain such landscaping, at such locations on the Premises, as shall be mutually agreeable to both the Landlord and Tenant. 8

SECTION 6

MECHANIC'S LIENS

6.1 Tenant shall indemnify and save Landlord harmless from and against all loss, liability, costs, attorneys' fees, damages or interest charges as a result of any mechanic's lien or any other lien filed against the Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant, its agents or employees.

6.2 Tenant covenants that any such liens shall be bonded or discharged within thirty (30) days after Tenant receives notice thereof.

SECTION 7

INDEMNIFICATION

7.1 Each party agrees to indemnify, defend and hold the other party harmless from and against all direct and indirect injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees, costs and disbursements) arising from its act or omission, or use, occupancy or operation of the Premises, the Property, or any access roads or easements thereon, except to the extent attributable to the act or omission of the other party, its employees, agents or independent contractors. Tenant specifically agrees to defend, indemnify and hold harmless the Landlord from and against any and all claims, liabilities, obligations, damages, losses and expenses, contingent or otherwise, including reasonable attorneys' fees and costs of defends suffered or incurred by the Village in connection with any loss or damage to the Village or any other individual or entity associated with the placement, design, construction, installation, operation or maintenance of Tenant's Installations.

SECTION 8

COMPLIANCE WITH LAWS

8.1 Tenant shall comply with all applicable requirements of any Federal, State, County or local law or ordinance applicable to Tenant's use and occupancy of the Premises and any repairs or work performed on the Premises by Tenant, and Tenant agrees to indemnify the Landlord and save Landlord harmless from and against any penalty, damage or charge imposed for any violation by Tenant and its successors, assigns, agents and employees.

8.2 Landlord shall join in or consent to any and all reasonable applications and petitions to any governmental or other public agency that Tenant may, from time to time, make in connection with the Premises, provided only that Tenant shall pay all costs incurred in connection therewith.

8.3 Tenant shall remain in compliance with all applicable laws and regulations as stated in this Lease. In particular, Tenant shall comply with applicable Federal 9 Communication Commission's ("FCC") radio-frequency ("RF") exposure rules and guidelines set forth in Section 1. 1307(b)(1) through (b)(3) of the FCC's Rules.

SECTION 9

DEFAULT LANDLORD'S ATTORNEYS FEES AND COSTS

9.1 If any one or more of the following events (herein sometimes called "Events of Default") shall happen, it shall be deemed a default of this Lease:

(a) If default shall be made in the payment of any rent payable under this Lease and such default shall continue for a period of fifteen (15) days after written notice from Landlord to Tenant specifying the items in default; or

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1 (a) for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said thirty (30) day period Tenant fails to commence within said thirty (30) day period to cure such default and to diligently and complete such cure within a reasonable period of time, or

(c) If default shall be made by Landlord in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1(a) for a period of thirty (30) days after written notice from Tenant to Landlord specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said thirty (30) day period, Landlord fails to commence within said thirty (30) day period to cure such default and to diligently and complete such cure within a reasonable period of time, or

(d) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent as defined in the most recent version Title 11 of the United States Bankruptcy Code. Then and in any such event, Landlord, at any time thereafter may give written notice to Tenant specifying such event of default or events of default and stating that this Lease shall expire and terminate thirty (30) days after the giving of such notice. Upon the date specified in such notice this Lease shall expire and terminate; provided, however, Tenant shall remain liable for all sums due hereunder to Landlord.

9.2 Tenant shall be responsible for any costs of collection of the Rent or any other amounts which become due pursuant to this Lease, including reasonable legal fees and court costs. In the event of litigation between Landlord and Tenant arising directly or indirectly out of the Lease, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to an award of reasonable attorneys' fees and costs, to be 10 paid by the other party, in an amount and upon terms to be determined by a court of competent jurisdiction.

SECTION 10 UTILITIES

10.1 Landlord agrees to cooperate, at no expense to Landlord, with Tenant in securing any electrical, fiber optic and other utility services needed for Tenant's Installations, and Landlord agrees to grant to Tenant and/or to utility companies, at no cost to Tenant or such utility companies, easements, rights-of-way licenses and permits over or under the Premises and the Property as may be reasonably required to make such utility services available to Tenant. Notwithstanding the foregoing, such grants shall in no event interfere with any of the buildings, structures, or other improvements on the Property or disrupt or interfere in any way with the Landlord's present use of the Property, or the rights of any existing tenants or subtenants with respect to the Property, including but not limited to rights of ingress or egress, and shall provide that Landlord is to be indemnified of and from any loss, damage or liability arising from or connected with the exercise of rights under such grants. Tenant shall be responsible, at its sole cost and expense, for constructing and installing any electrical service facilities required for Tenant's Installations, including but not limited to wiring, metering, distribution and grounding systems, and for the cost of any utility services utilized by Tenant in connection with its operations under this Lease.

SECTION 11

ASSIGNMENT AND SUBLETTING

11.1 Tenant may, upon written notice to Landlord, assign or sublet its interest in this Lease or its right, title, and interest in Tenant's Installations, to a local development corporation created by Tenant or any other Tenant related entity, provided, however, that such party is licensed by the FCC and uses it only for public safety or emergency purposes specifically as contemplated by this Lease and for no other purpose, and provided further that Tenant may not assign or sublet let this Lease to any party other than those referred to above unless it first obtains the Landlord's consent, in writing, which consent shall not be unreasonably withheld. Notwithstanding the above, any such assignment or transfer of Tenant's interest in the Lease shall not relieve Tenant from the performance of any of its obligations under this Lease, unless Landlord, in writing, agrees to permit assignee to assume Tenant's obligations of this Lease and assignee so assumes such obligations in writing.

11.2 Additionally, Tenant may, upon notice to and approval and consent from, Landlord, in writing, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as it may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises.

11.3 Landlord shall have the right, for no additional consideration, to co-locate its own antenna on the tower, and to locate and operate its own radio for its Department of Public Works in the building to be installed by Tenant on the Premises (collectively, "Landlord's Radio Equipment"), provided that Landlord procures all necessary licenses and permits for operation of Landlord's Radio Equipment, that Landlord's Radio Equipment complies with all applicable FCC regulations, that it does not interfere with Tenant's operations, and that Landlord immediately solves any interference problems with Tenant's operations caused by Landlord's Radio Equipment. Prior to the initial installation of Landlord's Radio Equipment and after any further changes from frequency band charges, Landlord will pay the cost of any necessary interference studies. Subject to the rights and conditions set forth herein, Landlord's Radio Equipment, and the operation and maintenance thereof, will not interfere with Tenant's use, enjoyment and maintenance of the Premises.

SECTION 12

CONDEMNATION/CASUALTY

12.1 If any governmental, public body or other condemning Landlord takes, or if Landlord transfers in lieu of such taking, all or part of the Property or if the Property is damaged by any casualty, thereby making it physically or financially unfeasible for the Premises to be used, in Tenant's sole determination, in the manner intended by the Lease, either party shall have the

right to terminate this lease effective as of the date of the taking by the condemning party or such casualty loss and the rental shall be prorated appropriately. If only a portion of the Property is taken, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately to the portion of the Premises taken and Landlord shall make all necessary repairs and alterations to restore the portion of the Property and Premises remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation, transfer or casualty loss).

SECTION 13 RECORDATION

13.1 Upon the request of Tenant, Landlord agrees to promptly execute and deliver to Tenant a Memorandum of Lease in the form of annexed Exhibit "C", setting forth the general terms of this Lease.

SECTION 14 SUBORDINATION

14.1 Tenant agrees that this Lease shall be subject and subordinate to any mortgages now or hereafter placed upon the Property by Landlord, in its sole discretion, and to all modifications thereto, provided that Tenant's possession of and access to the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease, and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this Section. Under any and all, circumstances, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Landlord agrees to diligently pursue the securing of written non-disturbance agreements from all existing or future mortgagees as requested by Tenant.

SECTION 15 TERMINATION

15.1 In the event of termination of this Lease for any reason, Tenant shall remove Tenant's Installations within ninety (90) days of the date of termination and Tenant shall continue to pay rent on a pro-rated basis until such time as Tenant's Installations are properly removed.

15.2 Whether or not Tenant is in default hereunder, Tenant may terminate this Lease at its sole discretion at any time during the Term upon sixty (60) days written notice to Landlord. Upon delivery of such notice, Tenant shall remove Tenant's Installations within the time stated in Section 15.1 above. To the extent the terms of this Section 15.2 differ from the terms of Section 9 the terms of this Section 15.2 shall control.

15.3 Upon removal of Tenant's Installations, Tenant shall place the Premises in the condition it was prior to the effective date of this Lease, ordinary wear and tear excepted, as is further set forth in Section 3.3 above.

15.4 Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at the rent last in effect (prorated on a monthly basis). Any such holdover without consent of Landlord shall be at two times the rent last in effect (prorated monthly) and no tenancy shall be deemed created. 13

SECTION 16

SURRENDER OF PREMISES

16.1 Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Premises, surrender and deliver up the Premises into the possession and use of Landlord free and clear of all liens and encumbrances other than those, if any, created by Landlord.

SECTION 17

INVALIDITY OF PARTICULAR PROVISIONS

17.1 If any term of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

SECTION 18

NOTICES

18.1 All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if sent by certified mail, return receipt requested, or a nationally recognized overnight courier service (post office box not acceptable). The effective date of such notice shall be the postmark date or the date delivered to the courier service, as the case may be.

SECTION 19

QUIET ENJOYMENT

19.1 Tenant, upon paying the rent herein provided and observing and keeping all covenants and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by or through Landlord.

Notwithstanding the foregoing, Tenant is aware of a certain lease agreement between the Landlord and the Monroe County Water Authority (MCWA), dated as of December 2, 1985 with respect to the Hilton Water Tank located at, near, about and/or within the Premises, and Tenant is further aware of a certain Acknowledgment and Agreement by and between the Landlord and MCWA which grants MCWA access over and across the "Relocated Access Drive", when built, as shown on Exhibit "A". Tenant hereby agrees that MCWA shall be entitled, for the duration of its lease or any extension thereof, to non-exclusive ingress and egress to the Hilton Water Tank across the "Proposed 12' Wide Relocated Access Drive", as shown on Exhibit "A". Tenant leases the Premises subject to said rights and, prior to the construction of said "Relocated Access Drive", subject to any implied rights of ingress and egress resulting from the aforesaid lease between the Landlord and MCWA.

SECTION 20

WARRANTIES

20.1 Landlord and Tenant each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

20.2 Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases (except as set forth in Section 19.1), or any other agreements of record or not of record, which would adversely affect County's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as County is not in default then Landlord grants to County sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage,

lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord shall provide promptly to County a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement. 15

SECTION 21

ENVIRONMENTAL MATTERS

21.1 Tenant and Landlord each represents and warrants that its use of the Property or Premises herein will not generate any hazardous substance and it will not store or dispose on the Property or Premises, nor transport to or over the Property or Premises, any hazardous substance. Each further agrees to hold the other harmless from, and indemnify the other against any release of any such hazardous substance and any damage, loss, or expense or liability proximately caused by such release, including all attorneys' fees, costs and penalties incurred as a result thereof except for any release caused by the negligence of the other, its employees, contractors or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

21.2 The Property or Premises will not be used, and Landlord has not used the Property or Premises, for the generation, storage or disposal of hazardous substances or as a landfill or other waste disposal site. The improvements and other installations made on the Property or Premises by Tenant and Landlord will not contain asbestos, nor will any equipment or other installations on the Premises or the Property contain any polychlorinated biphenyls.

21.3 The use and occupancy of the Premises and the Property by Tenant and Landlord, respectively, will not be in violation of any laws, regulations or rules of the United States, the State of New York and the municipalities in which the Property is located relating to the pollution or protection of the environment (including ambient air, surface waters, ground waters, subsurface strata, biota, and cultural properties) or permit or license issued thereunder ("Environmental Laws") and no event will occur which will constitute non-compliance with Environmental Laws.

21.4 LANDLORD REPRESENTATIONS – Landlord represents, warrants and agrees that: (i) Landlord has used the Premises in compliance with local, state, and federal statutes and regulations, or ordinances pertaining to the environment or natural resources; and (ii) during Landlord's ownership and control, the Premises have not required closure or clean-up of any hazardous waste ("Hazardous Waste"). Landlord represents, warrants and agrees that it will be solely responsible now and in the future for the clean-up and removal of any Hazardous Waste which, through Landlord's own negligence or intentional misconduct, it caused to be generated upon the Premises. Landlord will defend, indemnify and hold Tenant harmless from and against any and all liabilities, damages, expenses and fees, including reasonable legal fees and expert witness fees, related to the breach by Landlord of its representations set forth in clauses (i) or (ii) herein. Nothing herein, 16

however, is intended to limit in any way any obligations of any nature whatsoever of the Tenant, including but not limited to Tenant's responsibility for any damages, including the cost of clean-up and removal of Hazardous Waste, which is caused to be generated upon the Premises through Tenant's negligence or intentional misconduct and Tenant will similarly defend and indemnify and hold Landlord harmless from and against any and all liabilities, damages, expenses and fees, in the same fashion as herein stated with respect to the Landlord.

SECTION 22

MISCELLANEOUS PROVISIONS

22.1 The captions of this Lease are for convenience and reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

22.2 This Lease shall be construed and enforced in accordance with the laws of the State of New York. In the event a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

22.3 Upon the execution and delivery hereof, this Lease shall constitute the entire agreement between Landlord and Tenant for the Premises. This Lease cannot be changed orally, but only by an agreement in writing and signed by all parties to this Lease.

22.4 The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns, except as otherwise provided herein.

22.5 Tenant agrees at any time and from time to time, upon not less than twenty (20) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the Effective Date.

22.6 Landlord agrees at any time and from time to time, upon not less than twenty (20) days prior notice by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), and the Effective Date. 17

Resolution to adopt the following Addendum to the existing lease with the Monroe County Water Authority. Trustee Horylev made the motion, seconded by Trustee Speer. Carried unanimously 5-0.

THIS ACKNOWLEDGMENT AND AGREEMENT made as of the 12th day of May, 2011, by and between MONROE COUNTY WATER AUTHORITY, a public benefit corporation with offices at 475 Norris Drive, Rochester, New York 14610 (the "Authority") and VILLAGE OF HILTON, a municipal corporation having offices at 59 Henry Street, Hilton, New York 14468 (the "Village").

WHEREAS, the Village is the owner of certain real property commonly known as 7 Cedar Terrace, located in the Village of Hilton, New York (the "Premises"); and

WHEREAS, pursuant to a lease agreement entitled “Wholesale Water Supply Agreement and Lease Agreement for Operation of Water System Village of Hilton”, dated December 2, 1985 (the “Lease and Operation Agreement”), the Authority leases from the Village a portion of its water system; and

WHEREAS, the portion of the Village’s water system leased to the Authority includes a water storage tank located on a portion of the Premises shown on Exhibit “A” as that parcel which is enclosed by a fence and which contains the “Existing Water Tower” (the “Water Tank Premises”) and the right of ingress and egress across the Premises so the Authority may access the Water Tank Premises and otherwise perform its obligations under the Lease and Operation Agreement; and

WHEREAS, the Village wishes and intends to lease (the “County Lease”) a portion of the Premises to the County of Monroe (the “County”), to wit: that portion of the Premises as more particularly described on the map attached hereto as Exhibit “A” (the “County Premises”), but specifically excluding the Water Tank Premises; and

WHEREAS, pursuant to the terms and provisions of the proposed lease to the County, the County will construct a 12’ Wide Relocated Access Drive as shown on Exhibit “A” which will provide the Authority with non-exclusive ingress and egress to and from the Water Tank Premises.

NOW, THEREFORE, in consideration of the covenants contained in the County Lease and this Agreement, the Authority and Village acknowledge and agree as follows:

1. The Village hereby grants to the Authority, for the duration of the Lease and Operation Agreement, a non-exclusive right to ingress and egress over and across the Relocated Access Drive when built. This non-exclusive right will replace any rights to ingress and egress the Authority may have, express or implied, across the Premises by virtue of the Lease and Operation Agreement.

2. The Village represents to the Authority, on the date of this Agreement and for the duration of the Lease and Operation Agreement, that nothing in the County Lease will conflict with, or impair the Authority’s right of ingress and egress across the Premises under, the Lease and Operation Agreement until the Relocated Access Road is built, or this Agreement after the Relocated Access Road is built.

3. The Authority hereby acknowledges and agrees that, except as set forth in paragraph 2 above, once the Relocated Access Road is built the Authority will have no other claim, right, title or interest in the County Premises by virtue of the Lease and Operation Agreement with the Village

and hereby waives any further claim to the County Premises except for access to the Water Tank Premises and any other components of the Village water system pursuant to the terms of the Lease and Operation Agreement.

4. The Village advises the Authority that the County intends to erect a radio tower on the County Premises that will be in close proximity to the Water Tank Premises. The Authority has no responsibility for any loss or damage to either (a) the Water Tank Premises or the Village water system associated with the placement, design, construction, installation, operation or maintenance of the County radio tower, or (b) the County radio tower associated with the Authority's performance of its obligations under the Lease and Operation Agreement. The Village will defend, indemnify and hold harmless the Authority and its Members, officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, contingent or otherwise, including reasonable attorneys' fees and costs of defense, suffered or incurred by the Authority in connection with any loss or damage contemplated by the preceding sentence.

5. Except for the Lease and Operation Agreement insofar as it does not conflict with this Agreement, this Agreement describes the entire understanding of the Village and the Authority with respect to its subject matter, and is binding upon and inures to the benefit of the Village and the Authority. Neither the Village nor the Authority may assign its rights or delegate its duties under this Agreement. The Village and the Authority represent to each other that its execution and delivery of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary corporate action on its part.

Historian Donation

A donation was received from the Hilton-Parma Barn Committee in the amount of \$1,434.68. Trustee Horylev stated he was on the barn committee and he was part of distributing the monies. He noted when the Village and Town both gave \$1,000 donation it was for the creation of the barn calendars. As time went on, the committee decided the remaining funds be split between the two historians at the Village and Town. Trustee Horylev stated he would suggest the money be deposit into the historian's account to use for his job and responsibilities.

Resolution to authorize the Treasurer to deposit \$1,434.68 into the Historian's savings account and recognize the donation. Trustee Speer made the motion, seconded by Trustee Bimmler. Carried 4-0-1, Trustee Horylev abstained due to a conflict of interest.

Recreation Commission

The Mayor received a letter from Kay Dodds resigning from the Recreation Commission due to his ill wife. The Village Board was saddened by this news and wanted to publicly thank him for serving on the commission and benefiting the community.

Resolution to accept the resignation of Kay Dodds to the Hilton-Parma Recreation Commission effective immediately. Trustee Horylev made the motion, seconded by Trustee Bimmler. Carried unanimously 5-0.

Resolution to appoint John Barclay to fill the vacant seat of Kay Dodds on the Hilton- Parma Recreation Commission, his term will expire December 31, 2014. Trustee Speer made the motion, seconded by Trustee Horylev. Carried unanimously 5-0.

Executive Session

A motion was made by Trustee Gates to enter into executive session to discuss a legal matter at 8:15 p.m. Trustee Horylev seconded the motion. Carried unanimously 5-0.

A motion was made by Trustee Speer to exit out of executive session at 9:00 p.m. Trustee Bimmler seconded the motion. Carried unanimously 5-0.

Resolution Whereas, the Village of Hilton has purchased 8,274 dekatherms of natural gas for Hilton East at a cost of \$61,141.49 that was supposed to be used in the months of May, 2011 through December 2012, and

Whereas, the Village of Hilton had to terminate the natural gas contract with Hilton East due to non-payment,

Now, therefore, be it resolved that the Village Manager is authorized to sell this quantity of natural gas immediately in the New York Mercantile Exchange. The sale of this natural gas will be handled by our supplier, UGI, Inc.

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

There being no further business, the meeting was adjourned at 9:10 p.m.

Respectfully Submitted,

Shari Pearce, Village Clerk