

Village Board Meeting Minutes
February 5th 2012
5:00 p.m.

Present: Mayor Lee, Trustees Gates, Speer, Bimmler
Village Manager Janet Surridge
Village Clerk Shari Pearce
Village Treasurer Maryalice Edwards
Supt Mike McHenry
Code Enforcement Officer Mike Lissow
Amy Harter

Absent: Trustee Fowler

Guests: David Tresohlway, Steve Fowler

Pledge to the flag and a moment of silence.

Public Forum: Mayor Lee opened the meeting for public comment at 5:00 p.m. Dave Tresohlway, 108 Cambridge Rd, nominated Linda Viney for the 2013 Citizen of the Year Award. He read a letter stating her accomplishments and community involvement.

Treasurer's Report

Resolution: The Treasurer is hereby directed to deposit the budgeted amount of \$8,320 into the Long Term Health Care Reserve Fund. Motion made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0.

Resolution: To amend the 2012-13 budget as follows:

Increase expense A1910.4	Unallocated insurance	\$7429
Decrease expense A1010.4	Village Board	\$1638
Decrease expense A5110.4	Highway insurance	\$1410
Decrease expense A1620.4	Com Center insurance	\$2187
Decrease expense A8010.4	Zoning Board	\$2194

Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.

Code Enforcement Report

Mike Lissow submitted a proposed Environmental Assessment Report for our 2013 sanitary sewer-relining project. He reviewed this document with the Board.

Resolution: WHEREAS, the Village Board proposes a sewer-relining project on Smith Street, Hazen Street and South Avenue, and the Environmental Assessment Form, narrative and the proposed Negative Determination of Environmental Significance has been reviewed;.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Village Board declares that the action to undertake a sewer relining project will not have a significant adverse effect on the environment.
2. The Village Board further declares that the reasons supporting this negative declaration include:
 - a. Compared with the criteria listed in Section 617.11 of SEQR regulations, all indications are that the proposed action will not cause substantial adverse changed in community character, aesthetics, design and natural features; and,
 - b. The Mayor is directed to sign page 1 of the Full Environmental Assessment Form to indicate that a Negative Determination of Environmental Significance has been issued.

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

Resolution: Whereas approximately 2,200 L.F. of sanitary sewer main located on Hazen Street, Smith Street and South Avenue needs to be repaired, and Whereas, this project is located in Census Block Group 148.043 which has been deemed by the 2005 U.S. Census Bureau as a low to moderate income area which makes the project eligible for funding under the 2013 Community Development Block Grant program (CDBG) and Whereas, the project cost is estimated to be \$110,000 including engineering fees, Now therefore, be it resolved that the Village Clerk is hereby authorized to apply for a CDBG in the amount of \$50,000 to finance this project with the Village of Hilton's share being \$60,000 which would be budgeted in the 2013-14 fiscal year. Trustee Bimmler made the motion, seconded by Trustee Speer. Carried unanimously 4-0.

Resolution: WHEREAS, vacant, abandoned and foreclosed homes and structures have proliferated throughout New York State over the last five years; and

WHEREAS, vacant structures that are not maintained for months at a time degrade and depreciate the value of the vacant structure as well as the value of surrounding properties; and

WHEREAS, lending institutions that hold mortgages on said vacant structures do not always provide the contact information of a responsible party; and

WHEREAS, Assembly Bill A.88 and Assembly Bill A.824, currently pending, would make it mandatory for lending institutions to provide contact information of responsible parties regarding vacant structures; and require good faith in obtaining a foreclosure; and

WHEREAS, the Village of Hilton Board of Trustees supports the passage of said Bills.

NOW THEREFORE, BE IT RESOLVED that the Village of Hilton hereby supports the passage of said Bills and respectfully requests that the State Representatives who represents constituents in the Village of Hilton support the passage of said Bills.

Motion made by Jim Bimmler, seconded by Larry Speer. Carried unanimously 4-0.

Mike Lissow noted that the school district is changing safety procedures. Mr. Lissow stated he is interested in reviewing the plans to determine how the fire marshal and fire department fits into those plans.

Public Work's Report

Mike McHenry explained a sewer problem that began on Cedar Terrace last Friday afternoon. The sewer main collapsed. Since the sewer pipe was 12 feet underground, we needed to borrow additional equipment from Chili, Parma and Brockport. The sewer main had to be by-passed and pumped to another manhole. The crew worked 24 hour shifts over the weekend. This was fixed in entirety on Tuesday afternoon.

Mike commended his employees on their involvement with this emergency. He also mentioned a few other situations that occurred this past month, such as a water main break, a problem with routine sewer cleaning and an engine problem with our refuse truck. In each situation, he made the Board aware of how our employees responded and the right decisions they made.

A letter will be written to the DPW employees from Mayor Lee recognizing their efforts.

Mike mentioned that the Community Center roof repair will require an asbestos survey at the cost of \$1700.

Resolution to authorize the Superintendent to prepare a bid package for the supply of concrete for the fiscal year 2013-2014. Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.

Resolution to approve the following updated Confined Space program: Motion to approve was made by Trustee Bimmler, seconded by Trustee Speer. Carried unanimously 4-0.

VILLAGE OF HILTON CONFINED SPACE ENTRY PROGRAM

1.0 POLICY

The Village of Hilton is committed to provide a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following written program is in place to first identify any Permit-Required Confined Spaces (PRCS) and to eliminate or control hazards associated with PRCS operations. This program is in accordance with the Occupational Safety and Health Administration's (OSHA) Permit-Required Confined Spaces Standard, Title 29, Code of Federal Regulations 1910.146.

2.0 RESPONSIBILITIES

2.1 Overall Program Responsibility

The DPW Superintendent is responsible for the overall implementation and maintenance of any written program or any certification concerning the requirements of the Permit-Required Confined Space Standard at our facility. The Permit-Required Confined Space entry program was developed with the help of the affected employees and/or their authorized representatives to ensure their familiarity with the program. This information is available to employees and authorized employee representatives.

2.2 Permit-Required Confined Space Evaluation

The DPW Superintendent is responsible for evaluating the workplace to determine if any permit spaces are present.

The DPW Superintendent will be responsible for determining if a PRCS program is required, or if the permit space can be reclassified as a non-permit space, or if alternative procedures can be used.

2.3 Training

The DPW Superintendent is responsible for ensuring that all affected personnel are properly trained and that refresher training is given. Personnel who may be included are any authorized entrants, attendants, entry supervisors, on-site rescue team members, and employees who may potentially enter the space.

2.4 Equipment

The DPW Superintendent will ensure that all equipment needed for safe entry into any permit spaces and non-permit spaces is available and in proper working order.

3.0 PERMIT SPACE IDENTIFICATION

3.1

The workplace has been evaluated and Permit-Required Confined Space(s) have been determined to exist and permit spaces that may be re- classified prior to entry exist.

3.2

The location(s) and hazard(s) posed by these permit spaces are listed below:

Location	Hazard (s)
Sewage lift station wet wells	Atmosphere, engulfment
Water meter pit	Atmosphere (oxygen deficiency only) engulfment if line is ruptured
Storm sewer Manholes	Atmosphere, engulfment
Sanitary sewer Manholes	Atmosphere, engulfment

4.0 PREVENTION OF UNAUTHORIZED ENTRY

4.1

The DPW Superintendent will inform exposed or potentially exposed employees of their existence and hazards. Where reasonable, entrances will be labeled. Manhole covers will not be labeled, but employees will be instructed not to enter.

4.2

It has been determined by the Village of Hilton that employees will only enter permit spaces that have been re-classified as a non-permit space, or may be entered using alternate procedures. Any entry into a space where removal of the entrant would be difficult in the event of an accident or illness on the part of the entrant will be done utilizing a full body harness and retrieval system regardless of whether the space is rendered non- hazardous (reclassified).

5.0 ALTERNATIVE PROCEDURES

5.1

The OSHA regulations allow permit spaces that have, as their *only hazard*, an actual or potential hazardous atmosphere to use alternative procedures for entry. These alternative procedures do not require the implementation of a full PRCS program.

A space can be considered as an alternative entry space under routine entry as long as:

- 1) All hazards, other than atmospheric, are eliminated and the atmospheric hazard is controlled by ventilation.
- 2) The effectiveness of the ventilation system in maintaining a safe atmosphere is documented.
- 3) The ventilation system is functioning,

- 4) No hazards are introduced by the work,
- 5) if work is to be done on piping, the upstream supply is locked out

6.0 RECLASSIFYING PERMIT SPACE TO NON-PERMIT SPACE

6.1

The OSHA regulations allow permit spaces to be reclassified as non-permit spaces by the total elimination of all the hazards. A permit space can be reclassified as a non-permit space if there are no actual or potential atmospheric hazards and if all the other hazards within the space are eliminated without entry into the space. The following is a list of permit spaces at our workplace that may be able to be reclassified as non-permit spaces by the elimination of the hazards:

All above listed confined spaces

7.0 HOST EMPLOYER'S RESPONSIBILITIES WITH CONTRACTORS

7.1

When contractors are involved in permit space entry work at our workplace, the DPW Superintendent will inform them of the following information and coordinate any entry operations:

- The location of the permit spaces at our facility and that entry into these spaces is only allowed through a permit space program or alternative procedures or space reclassification.
- Our rationale for listing the space as a permit space such as any identified hazards and our experiences with the particular space.
- Precautions that we have implemented to protect employees working in or near the space.
- The DPW Superintendent will debrief the contractor at the completion of the entry operation, or during if a need arises, and if any hazards were confronted or created during their work.

8.0 CONTRACTOR'S RESPONSIBILITIES WITH HOST EMPLOYERS

Note: Subsection 8 is required to be completed by a contractor when he/she is hired to perform work in a permit space.

8.1

When Name of Contracting Company is hired to perform work in a PRCS, Name of Contractor Representative will obtain the following information from the host employer and ensure the following tasks are performed:

- Obtain any information on the hazards of the permit space and information from previous entry operations from the host employer.
- Determine if the host employer's workers will be working in or near the space.
- If the host employer will have employees working in or near the space during our entry

operation, Name of Contractor's Representative will coordinate entry operations with the host employer's representative.

- Will inform the host employer of the permit space program that will be utilized.
- Hold a debriefing conference at the completion of the entry operation or during the entry operation (if needed) to inform the host employer of any hazards confronted or created.

9.0 TRAINING

9.1

Awareness Training -Awareness training for employees potentially exposed to permit spaces can be satisfied by providing them with the specific information contained in

9.2

Training Required for Using the Reclassifying Permit Space Procedures - If the permit space can be reclassified as a non-permit space, the following items must be discussed:

- Documentation of the elimination of the hazards. If the elimination of the hazards or verification of elimination requires employees to enter the space, then a full PRCS program is needed.
- Train employee on the hazards associated with the space (i.e., mechanical, chemical, atmospheric) and the methods needed to eliminate the hazards such as:
 - Isolation techniques
 - Lockout/Tag out
 - Disconnection and misalignment of pipes
 - Double block and bleed
 - Blanking and blinding
 - Removal of engulfment hazards
 - Elimination of hazardous atmosphere by draining, inerting, purging, cleaning, venting
- Train employees on the use of entry equipment used including ladders, ground fault circuit interrupters for electrical equipment, etc.
- Personal protective equipment (e.g., gloves, hard hat, boots, etc.) including its use, limitations, and required maintenance.
- A review of the completed written certification form (Appendix E) with the employee entering the space.
- The requirements of paragraph (c)(7) must be reviewed with the employee(s).
- Inform employees that any procedures such as welding, cleaning with a chemical, etc. could negate the reclassification and convert the space back to a permit space.
- Any conditions which may make it unsafe to remove entrance cover.
- The need for prompt guarding of the entrance opening.
- Atmospheric testing equipment including its use, method of calibration, and maintenance.
- Atmospheric testing protocol:
 - oxygen, combustibles, toxics

- pre-entry, frequent or continuous testing
- check all levels of the space
- Procedures the employee will follow if a hazard is detected.
- The evaluation process to be used for reentry if a hazard is detected or the individual vacates the space and returns some time later.
- Awareness training to recognize other potential hazards in or around the space.
- The documentation of the training

10.0 PERMIT-REQUIRED CONFINED SPACE PROGRAM REVIEW

10.1

Within one year of any entry operation, the Superintendent or his designee will conduct a review of the program using the cancelled entry permits to identify any deficiencies in our program. A review will be conducted sooner if there is reason to believe that the program does not adequately protect our employees. Any corrective measures will be documented by a revision of the program. Employees will be trained on any changes. Additionally, employees who note any inadequacies with the program can contact the Superintendent or his designee.

If no permit space entry operations are conducted during the year, no review is needed. Entry of a reclassified space does not constitute a PRCS entry.

ADDITIONAL MATERIALS RELATED TO VILLAGE OF HILTON CONFINED SPACE ENTRY PLAN

Appendix B to §1910.146 - Procedures for Atmospheric Testing

Atmospheric testing is required for two distinct purposes: evaluation of the hazards of the permit space and verification that acceptable entry conditions for entry into that space exist.

- (1) *Evaluation testing.* The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity to identify and evaluate any hazardous atmospheres that may exist or arise, so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space. Evaluation and interpretation of these data, and development of the entry procedure, should be done by, or reviewed by, a technically qualified professional (e.g., OSHA consultation service, or certified industrial hygienist, registered safety engineer, certified safety professional, certified marine chemist, etc.) based on evaluation of all serious hazards.
- (2) *Verification testing.* The atmosphere of a permit space which may contain a hazardous atmosphere should be tested for residues of all contaminants identified by evaluation testing using permit specified equipment to determine that residual concentrations at the time of testing and entry are within the range of acceptable entry conditions. Results of testing (i.e., actual concentration, etc.) should be recorded on the permit in the space provided adjacent to the stipulated acceptable entry condition.
- (3) *Duration of testing.* Measurement of values for each atmospheric parameter should be made for at least the minimum response time of the test instrument specified by the manufacturer.
- (4) *Testing stratified atmospheres.* When monitoring for entries involving a descent into atmospheres that may be stratified, the atmospheric envelope should be tested a distance of approximately 4 feet (1.22 m) in the direction of travel and to each side. If a sampling probe is used, the entrant's rate of progress should be slowed to accommodate the sampling speed and detector response.
- (5) *Order of testing.* A test for oxygen is performed first because most combustible gas meters are oxygen dependent and will not provide reliable readings in an oxygen deficient atmosphere. Combustible gasses are tested

for next because the threat of fire or explosion is both more immediate and more life threatening, in most cases, than exposure to toxic gasses and vapors. If tests for toxic gasses and vapors are necessary, they are performed last.

RECLASSIFICATION WORKSHEET

- 1) Permit Space Location _____
- 2) Have employees received permit space training? Yes ___ No ___
- 3) a. Are any hazardous atmospheres present or potentially present? Yes ___ No ___
 b. Is continuous forced air ventilation needed to maintain acceptable levels? Yes ___ No ___
 if yes, is entry under alternative procedures? Yes ___ No ___
 c. Is air monitoring required? If yes, record test results. Yes X No ___

ATMOSPHERIC TESTING RECORD

SUBSTANCE	ACCEPTABLE LEVEL	READINGS							
Oxygen	19.5% - 23.5%								
Explosive (Gas/Vapor)	<10% LFL								
Explosive Dust	<LFL (5 ft. Visibility)								
Carbon Monoxide	50 ppm								
Hydrogen Sulfide	10 ppm								

- d. Is atmospheric testing equipment calibrated? Yes ___ No ___
 Date of calibration _____

 Signature of Certifying Individual

 Date

CONTRACT WORK WORKSHEETS

- 1) Permit Space Location _____
- 2) Have employees received permit space training? Yes ___ No ___
- 3) a. Are any hazardous atmospheres present or potentially present? Yes ___ No ___

b. Is continuous forced air ventilation needed to maintain acceptable levels? Yes ___ No ___

c. Is air monitoring required? If yes, record test results. Yes ___ No ___

ATMOSPHERIC TESTING RECORD

SUBSTANCE	ACCEPTABLE LEVEL	READINGS					
Oxygen	19.5% - 23.5%						
Explosive (Gas/Vapor)	<10% LFL						
Explosive Dust	<LFL (5 ft. Visibility)						
Carbon Monoxide	50 ppm						
Hydrogen Sulfide	10 ppm						

d. Is atmospheric testing equipment calibrated? Yes ___ No ___
Date of calibration _____

Note to the Employer #1: If hazardous atmospheres are present or ventilation is needed to control levels, then reclassifying the space is not possible. It is necessary to eliminate the atmospheric hazard to reclassify (See Note to the Employer #2).

4) Is an engulfment hazard present? Yes ___ No ___
If yes, what control measure is used to eliminate the engulfment hazard? _____

5) Is there an entrapment hazard? Yes ___ No ___
If yes, then list the steps to be taken to eliminate the hazard. _____

6) Have all hazardous energy sources (including chemical and physical hazards) been eliminated? Yes ___ No ___
Check isolating methods used to eliminate the hazard(s).
 de-energize equipment
 locking out electrical circuits and related training provided
 tagging out electrical circuits and related training provided
 physically block machinery so it cannot move

- blank or blinds
- double block and bleed
- locking and/or tagging valves
- disconnecting lines
- other procedures, be specific

Note to the Employer: The above listed isolation techniques are generally used in combination to ensure elimination of the hazard(s).

Is it necessary to enter the permit space to determine if the hazard has been eliminated? Yes ___ No ___
 If yes, then the entry must be performed in accordance with a full PRCS program, paragraphs (d) through (k).

Note to the Employer #2: Permit spaces that contain or have the potential to contain hazardous atmospheres may also be reclassified as non-permit spaces if the source of the hazardous atmosphere can be eliminated during the entire entry operation. After the space is isolated, purged, and ventilated from outside, if it must be entered to test the atmosphere and inspect conditions within the space in order to ensure that the hazards have indeed been eliminated. This entry must be conducted in accordance with the full permit space program requirements given in paragraphs (d) through (k). (Once again, control of a hazardous atmosphere is not the same as its elimination.) This reclassification would also be valid only as long as the hazards remain eliminated.

- 7) Have all employees who will enter the declassified space been instructed to immediately evacuate the space if a hazard is detected? Yes ___ No ___
 If no, instruct employees of this safety precaution measure.
- 8) Has a procedure been instituted to re-evaluate the space and reclassify it back to a permit space if the need arises? Yes ___ No ___
 If no, then institute steps to properly re-evaluate the space, prohibit entry, and if necessary, reclassify it back to a permit space.
 If yes, describe procedure. _____
- 9) Have all employees participating in the entry operation, or their authorized representatives had an opportunity to review this safe entry certification form? Yes ___ No ___

 Signature of Certifying Individual

 Date

List whose permit space program will be used for entry into the space:

_____ Host Employer's

OR

_____ Contractor's

Note to the Employer: This coordination should include a determination of whose permit program is to be used. The standard does not prohibit the host employer from requiring a contractor to use the host employer's permit program, nor does it require the contractor to use the host's program. The employer may choose to condition its contract on the contractor's compliance with the host's program.

Debriefing conference will be held with Host Employer's Representative and Contractor's Representative at the completion of the entry operation. At a minimum, the following items must be covered:

Was the PRCS program adequate? Yes ___ No ___
If no, what deficiencies were noted? _____

Were there any hazards confronted or created by the entry operation (e.g., hazardous atmosphere, ventilation or testing equipment failure, unauthorized entry, etc.)? Yes ___ No ___
If yes, list circumstances and actions to be taken to prevent reoccurrence.

In accordance with the OSHA PRCS Standard (1910.146), Name of Contracting Company is requesting that the host employer, Name of Host Employer, provide any available PRCS hazard information for the space to be entered. Additionally, please notify Name of Contractor's Representative if you plan to have your employees work in or near the PRCS during our entry operation.

Name of Contractor's Representative will inform you, the host employer, of the PRCS program our employees will follow during the PRCS operation. Additionally, Name of Contractor's Representative will notify you of any hazards confronted or created during our PRCS operation.

The following is a list of the hazard(s) confronted or created by the PRCS operation and the action(s) taken to correct the condition.

CONDITION	CORRECTIVE ACTION TAKEN
-----------	-------------------------

Note to the Contractor: List any hazards confronted by your employees during the PRCS operation. Conditions to be considered include a hazardous atmosphere, ventilation or testing equipment failure, unauthorized entry, etc.

Public Forum

Nancy Simpson was present to discuss setting up a youth center. She stated she is approaching the Village Board and HCSD Board for support. Her intent is to develop a center for after school and Saturdays. Ms. Simpson shared her ideas as to where the center could be located and asked the Village Board if they had any ideas. Lengthy discussion followed.

The Board decided to wait until the School Board reviews this proposal before making a decision.

Clerk’s Report

- **Resolution** to authorize Shari Pearce to attend NYCOM’s Winter Legislative conference in Albany on February 10th & 11th 2013 for a cost not to exceed \$750: Motion made by Trustee Speer seconded by Trustee Bimmler. Carried unanimously 4-0.
- **Resolution** that the Village Board will meet on March 7th and 14th at 5:15 pm to prepare the budget for fiscal year 2013-14: Motion made by Trustee Speer seconded by Trustee Bimmler. Carried unanimously 4-0.
- Shari Pearce and Amy Harter visited the Village of Webster office to review their process regarding passports. Based on what they learned, it appears to be a good service to offer the general public and it will create additional revenue for the Village. A proposal for the passports will be submitted at a later date.

- CGI Communications has contacted the Village Office seeking our interest for their company to assemble a video of Hilton to be placed on our website. There is no charge to us. They will however, seek donations from local businesses. For this donation, the business receives a direct link from our website to theirs.

Resolution to enter into an agreement with CGI Communications to video our village. Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.

Village Manager's Report

- **Resolution** to enter into the following inter-municipal agreement with the Town of Parma: Motion made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0.

INTERMUNICIPAL AGREEMENT

AGREEMENT made this _____ day of _____, 2012 by and between the TOWN OF PARMA, a municipal corporation having offices at 1300 Hilton Parma Corners Road, Hilton, New York (hereinafter the "Town"), the VILLAGE OF HILTON, a municipal corporation having offices at 59 Henry Street, Hilton, New York 14468 (hereinafter the "Village"), the HILTON CENTRAL SCHOOL DISTRICT, a municipal corporation having offices at 225 West Avenue, Hilton, New York (hereinafter the "School District", and the HILTON PARMA FIRE DISTRICT, a municipal corporation having offices at 120 Old Hojack Lane, Hilton, New York (hereinafter the "Fire District").

WHEREAS, the Town and Village are responsible for the clearing of snow and ice from roads and public areas in their respective municipalities; and

WHEREAS, the Town and the Village are required to obtain and store road salt in furtherance of said responsibility; and

WHEREAS, the School District is responsible for the clearing of snow and ice from property it maintains and the School District utilizes road salt provided by the Town in the furtherance of said responsibility; and

WHEREAS, the Fire District is responsible for the clearing of snow and ice from its property and the Fire District utilizes both road salt and labor provided by the Town and the Village in furtherance of said responsibility; and

WHEREAS, the Town, Village, School District and Fire District have each determined it to be in their respective best interests and the best interest of their residents to provide for the centralized storage of road salt for their mutual use and benefit.

NOW, THEREFORE, in furtherance of the provisions of New York State General Municipal Law Article 5-G and in consideration of the premises and the mutual promises and understandings contained herein it is agreed as follows:

1) The Town agrees to fund and construct a salt storage building, for the purpose of storing road salt, to be completed on or before July 1, 2013 and which building shall be located at #100 Henry Street on property owned by the Town and which, for the duration of this Agreement,

shall at all times be titled to the Town, subject to the rights and responsibilities set forth in this Agreement.

2) Said storage building shall be sufficient to serve the needs of the Town, Village, School District and Fire District for the storage and use of road salt and the location, design, and cost of such storage building shall be agreed upon in advance by the Town, Village, School District and Fire District.

3) Upon the Town completing the construction of such storage building in furtherance of this Agreement, the Fire District shall pay to the Town the amount of Ten Thousand Dollars (\$10,000.00), said amount which shall be provided to the Town as reimbursement of a portion of the cost of such construction, and providing of services to the Fire District.

4) Upon completion of construction, the Village shall pay to the Town an amount equal to ten percent (10%) of the remaining cost of construction of said storage building (i.e after reduction of the cost by the payment from the Fire District as set forth in paragraph 3 above) and the School District shall pay to the Town an amount equal to ten percent (10%) of said remaining cost of construction of said storage building. and the Town shall be responsible for eighty percent (80%) of the remaining cost of construction of said storage building. Such payments shall be conditioned upon the approval by the Village and the School District respectively of all costs of construction toward which they are to contribute.

5) Throughout the term of this Agreement and any extension or renewal thereof, the Town shall be responsible for the maintenance and upkeep of said storage building, for the cost of any utilities servicing the storage building and for all reasonably necessary security for the storage shed and environs. At all times throughout the term of this Agreement or any extension thereof, the Town shall be obligated to keep said storage building in good repair and fully serviceable for the intended purpose of the building.

6) Notwithstanding the foregoing, the Village and the School District shall each be responsible for ten percent (10%) of the cost of painting of the storage building, of maintaining, repairing or replacing the roof and/or of maintaining, repairing or replacing the concrete floor of said storage building, subject to the provisions of paragraph 7 hereinafter.

7) The obligation of the Village and/or the School District for contributing to the cost of any painting of the storage building, to maintain, repair or replace the roof of the storage building and/or to maintain, repair or replace the concrete floor shall be subject to and conditioned upon the prior written approval of the Village and the School District respectively. If the Town, Village and School District do not all approve of any such painting or any such roof or floor maintenance, repair or replacement, such painting, roof maintenance, repair or replacement or floor maintenance, repair or replacement will nevertheless be undertaken if any two (2) of the three (3) parties approve, which shall be deemed as if approved thereof of all three (3) parties.

8) Risk of loss or damage to the storage shed and liability for occurrences on the property on which the storage building is located shall be assumed solely by the Town. For the duration of this Agreement and any renewal or extension thereof as provided for hereinafter, the Town, at its sole cost, shall keep the storage building insured against loss and other liability occurring on the property, at levels to be agreed upon by at least annually by the Town, Village and School District and the Village and School District shall be named as additional loss payees as their interests may appear.

9) For the duration of this Agreement and any renewal or extension thereof as provided for hereinafter, the Town shall be responsible for purchasing and storing road salt in said storage building in sufficient amounts to serve the needs of the parties hereto at all times. Upon request by

the Town, each party shall provide the Town with projections of its anticipated annual needs for road salt.

10) For the duration of this Agreement or any renewal or extension thereof as provided for hereinafter, the Town, Village and School District shall each be entitled and permitted to utilize road salt from said storage building and shall reimburse the Town for the cost of road salt used on a “per scoop” basis, based on the cost paid by the Town for the salt being used. The Town shall be responsible for accounting for the road salt used by each party and shall invoice each party on a monthly basis for salt usage. Each party shall reimburse the Town for salt usage with thirty (30) days of receipt of such invoice.

11) For the duration of this Agreement or any renewal or extension thereof as provided for hereinafter, the Town agrees to clear snow and provide and distribute road salt on the property currently owned and maintained by the Fire District in all winter seasons commencing in even numbered calendar years and concluding in odd numbered calendar years, and the Village agrees to clear snow and provide and distribute road salt on the property currently owned and maintained by the Fire District in all winter seasons commencing in odd numbered calendar years and concluding in even numbered calendar years. For purposes of this Agreement, a winter season shall be defined as November 1 until March 31 of the following year.

12) The Town, Village and School District shall each be liable for any damage to the storage building which may result from the negligent or intentional acts of its employees, agents or contractors and each shall indemnify the other with respect thereto.

13) The Town, Village and School District shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement, except as a result of any breach of this Agreement or as a result of the negligent or intentional actions of its own employees, agents or contractors. The Town, Village and School District shall each indemnify and save the others harmless from and against any and all such liability and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable legal counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurring as a result of the breach of this Agreement or the acts or omissions of its employees, agents or contractors, which shall or may happen in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

14) Each municipality shall remain fully responsible for its own employees, agents and contractors who may utilize, operate, visit, service or otherwise be involved with said storage building in furtherance of this Agreement, including any obligations for salary, benefits, worker's compensation and the like.

15) The term of this Agreement shall be five (5) years from the date of execution, shall be deemed renewed on the same terms for five (5) successive terms of five (5) years thereafter unless any party hereto shall notify the others in writing within two years prior to the expiration of any term that it elects to terminate this Agreement at the end of that term, in which event this Agreement shall terminate at the end of such term. A termination of this Agreement by the Town as provided for herein shall be deemed a termination of this Agreement with respect to all parties. Should the Town so terminate this Agreement prior to the expiration of the fifth extension term, the Town shall pay to the Village an amount equal to 17% of the amount paid to the Town by the Village pursuant to paragraph 4 above for each of the aforesaid five (5) extension terms that are terminated, and the Town shall pay to the School District an amount equal to 17% of the amount paid to the Town by the School District pursuant to paragraph 4 above for each of the aforesaid five (5) extension terms that are terminated, and the Town shall pay to the Fire District the amount of

\$1,700.00 for each of the aforesaid five (5) extension terms that are terminated, said amounts to be paid upon delivery of the notice of termination. Should the Village, School District and/or Fire District terminate this Agreement, the terminating party shall not be entitled to any reimbursement from the Town and such termination shall be deemed a termination only with respect to the party or parties so terminating but this Agreement and any extension thereof shall continue in full force and effect with respect to the remaining parties.

16) Except as set forth hereinabove, upon the termination of this Agreement or any renewal or extension thereof, none of the parties shall have any further responsibility or obligation to each other and, the storage building shall belong solely to the Town and the Town shall have sole rights and responsibilities with respect thereto.

17) It is hereby acknowledged and agreed that the within Agreement has been approved by a majority vote of the governing body of each municipality which is a party hereto.

- **Resolution** to enter into the following inter-municipal agreement with the Town of Parma to share 50% of the cost to install new storm sewer pipe along the rear property lines of the homes on the north side of Grove Street. Motion made by Trustee Bimmler, seconded by Trustee Speer. Carried unanimously 4-0.

INTERMUNICIPAL AGREEMENT

AGREEMENT made this 5th day of February, 2013 by and between the TOWN OF PARMA, a municipal corporation having offices at 1300 Hilton Parma Corners Road, Hilton, New York (hereinafter the "Town"), and the VILLAGE OF HILTON, a municipal corporation having offices at 59 Henry Street, Hilton, New York 14468 (hereinafter the "Village").

WHEREAS, the Town and Village have each determined it to be in their respective best interests to improve the drainage on the north side of the of Grove Street and on the Town's Highway Department property at #100 Henry Street,

NOW, THEREFORE, in furtherance of the provisions of New York State General Municipal Law Article 5-G and in consideration of the premises and the mutual promises and understandings contained herein it is agreed as follows:

- 1) The Town and Village agree to jointly install both an 18" and a 12" storm sewer, as per Schedule A attached hereto, to be completed on or before July 1, 2013.
- 2) The costs for said storm sewer shall be agreed upon in advance by the Town and Village.
- 3) Upon completion of construction, the Village shall pay to the Town an amount equal to fifty percent (50%) of the cost of construction of said storm sewer
- 4) The Town shall be responsible for the maintenance and upkeep of said storm sewer and shall be obligated to keep said storm sewer in good repair and fully serviceable for the intended purpose.
- 5) The Town and Village shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement, except as a result of any breach of this Agreement or as a result of the negligent or intentional actions of its own employees, agents or contractors. The Town and Village shall each indemnify and save the others harmless from and against any and all such liability and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable legal counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurring as a result of the breach of this Agreement

or the acts or omissions of its employees, agents or contractors, which shall or may happen in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

6) Each municipality shall remain fully responsible for its own employees involved with said storm sewer construction including any obligations for salary, benefits, worker's compensation and the like.

7) It is hereby acknowledged and agreed that the within Agreement has been approved by a majority vote of the governing body of each municipality which is a party hereto.

- **Resolution** to enter into a lease agreement with the Town of Parma for the rental of space in the Hilton Community Center and to be occupied by their Hilton-Parma Recreation Department. The term of said lease shall be from January 1, 2013 through December 31, 2017 and the monthly rent for calendar year 2013 shall be \$1,288.72. Motion made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0.
- **Resolution** to amend the lease agreement with Lifequest Community Church by adding room 4B as space rented every Sunday and the rent shall be an additional \$89.25/month through May 31, 2013. Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.
 - **Resolution** to enter into a rental agreement with Weight Watchers for the use of room 4B on Thursdays from 5-8 p.m. at \$50 per week, March 7th through May 31, 2013. , Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.
 - **Resolution** that Section 409 of the Employee Handbook, Separation from Employment, is hereby amended to read as follows: Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.

Notice of Resignation/Retirement (Employees) - An employee who intends to resign or retire from employment must submit a letter to the employee's Department Head at least two weeks before the date of resignation or retirement is to be effective.

Notice of Resignation/Retirement (Village Officers) - A Village Officer (as defined by Public Officers Law) who intends to resign or retire from employment must submit a letter to the Mayor at least 30 days before the date of resignation or retirement is to be effective.

- Mrs. Surridge discussed an injury that Margaret Kelsey incurred on December 24th 2012 when she stepped on our manhole cover. Ms. Kelsey is requesting the Village to reimburse her for medical bills. This claim was submitted to our insurance company but it was denied because they determined the Village is not liable (per Prior Notice Local Law). Ms. Kelsey disagrees with this finding and has informed Mrs. Surridge that unless we reimburse her she may implement a law suit against the Village. General discussion followed.

Resolution to reimburse Margaret Kelsy for her out of pocket medical expenses paid because of this claim, not to exceed \$500 but is subject to the condition that Ms. Kelsy sign a Release of Liability document as prepared by the Village Attorney. Motion made by Trustee Gates, seconded by Trustee Speer, approved 4-0.

Janet Surridge mentioned that Monroe County rejected our Canning Street subdivision map because it included the subdivision of #6 and #9 Upton Street. Since the legal transfers of those two properties have not occurred, the map is incorrect. Discussion followed.

Resolution to hire DDS Engineers to prepare a new Canning Street subdivision map that will not include #6 and #9 Upton Street. The Village Board recognizes that this Canning Street map was originally approved by the ZBA at their April 12, 2011 meeting. Motion made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0

Vouchers

Resolution to approve the abstract of vouchers with the following additions: Mountain Glacier \$22.96 and NYS Fire Marshal \$25.00. Totals as follows:

General fund	\$	42,163.13
Water fund	\$	26,256.37
Sewer fund	\$	352.22
Gas&Electric	\$	336.64
Prepaid	\$	193,309.63
T&A	\$	18,857.93
Total	\$	281,275.92

Motion made by Trustee Speer, seconded by Trustee Bimmler. Carried unanimously 4-0.

Resolution to approve the meeting minutes of January 8, 2013. Motion made by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0.

Citizen of the Year

This item was discussed earlier in the meeting. The Board agreed to give notice to the general public via the Suburban News that we are accepting nominations at this time. This will be decided upon at the next meeting.

Adjourned at 6:50 p.m. Motion to adjourn by Trustee Gates, seconded by Trustee Speer. Carried unanimously 4-0.

Respectfully Submitted,

Amy Harter
Recording Secretary