

Joint meeting with Parma Town Board and Hilton Village Board held on
Tuesday, May 12, 2015 at the
Parma Town Hall, 1300 Hilton Parma Corners Road, Hilton, New York.

ATTENDANCE

Town Board	Supervisor	James Smith
	Councilperson	Gary Comardo
	Councilperson	James Roose
	Councilperson	Tina Brown
	Councilperson	Kyle Mullen
Village Board	Mayor	Joe Lee
	Trustee	Jim Gates
	Trustee	Larry Speer
	Trustee	Shannon Zabelny
Absent	Trustee	Andrew Fowler

OTHERS IN ATTENDANCE

Highway Superintendent Brian Speer, Director of Public Works Mike McHenry, Building and Development Coordinator Dennis Scibetta, Village Code Enforcement Officer Mike Lissow, Library Board Member Mary Jane Scarzynski, Recreation Commissioner Art Cosgrove, Dog Control Officer Art Fritz, Village Clerk/Manager Shari Pearce, Town Clerk Donna K. Curry, Hilton Fire Chief Stephen Carter, Hilton Deputy Fire Chief Bill Porter, Mike Weldon, Roger Koss, Tom Johnson and other members of the public.

CALL TO ORDER

Supervisor Smith called the meeting to order at 7:30 p.m. and lead those present in the Pledge of Allegiance to the Flag, followed by a moment of silence. Emergency exit procedures were noted. Because the Town's meeting room is also our Court Room the start of the meeting was delayed due to court being in session.

PUBLIC FORUM

Supervisor Smith asked if there was any other citizen who would like to address the Town Board with any concerns.

Roger Koss was present to address both Boards concerning the issue of noise and traffic on Bennett Road which has increased significantly since the redesign of the new athletic area at the high school. He hears the noise in his house with the doors shut and over the TV. He has addressed Mr. Ayers, Mr. Edwards, Mr. Dimpleby, and Mr. Giruzzi, and they have assured him that they are looking into it and taking steps to remedy. This might include repositioning the speakers or bringing in a sound engineer. He would like this on the public record and there is nothing on the books that can force this issue to be fixed. He is bringing this up because going forward as the school grows the Village and Town may

need to rethink things. There are times when people are parking up Bennett Road and walking in the dark down the road and this is a safety issue. Mr. Koss explained that he lives up Bennett Road on the East side on the north end of the s-curve, approximately one third to a half mile away. He also stated that he has a child in the school that plays sports. Councilperson Comardo asked if there has been a commitment by the school as to when this will be rectified. Mr. Koss responded that there have been conversations between Mr. Dimbleby and himself who seems to understand that there is an issue and he has communicated with the School Board. It is quieter in the announcer's booth than it is at his house. Councilperson Mullen commented that you cannot hear the speakers in the stands and that maybe they need to be adjusted and pointed at the attended audience. Councilperson Roose felt a sound engineer could help this. Trustee Speer commented that since the new system has been put in he is not hearing the play by play from the sound system like he used to when the speakers pointed his way. Mr. Koss went on to say that there is a possible electronic solution to this as well.

Tom Johnson agreed with what Mr. Koss had already stated and wished to add that he is appalled by the vulgarity of the language content of the music that is allowed to be played. He feels that this boils down to respect between neighbors and the school district. Mr. Koss has also addressed the vulgarity of the music and the possibility of screening the music being played with the School Board.

Mayor Lee asked if the traffic problem was every game or homecoming only. Mr. Koss stated it is mostly homecoming maybe a playoff game but not any other times usually. Traffic is usually only an issue during the football games. Since becoming the turf field, there are more teams using this field for their games and practices. Councilperson Mullen asked if maybe a joint letter should be drawn up so that this could be more formally brought up to the school district. Supervisor Smith stated that he would agree to draw up and letter from both entities and Mayor Lee felt that they should get put on the school board agenda for a meeting. Councilperson Mullen asked Mr. Scibetta if there is any way to research if there have been any issues with the code and the noise exemption for the school. Mr. Scibetta felt that they will probably find there is a higher level of actions that can be taken because they are not to take advantage of that exemption. Councilperson Mullen would like to find a case where this was handled at the lower level and what the resolution has been. Mike Lissow stated that it is at the state level that gives them the exemption and all permits for building. He further explained that even as Fire Marshal for the Village he has no authority over fire stuff at the school. The Fire Chief has all of the authority, which is completely opposite of any other place. It was noted this is a very unique situation for the schools and they are exempt from all building permits and codes.

Steven Carter, Chief of the Hilton Fire Department, wanted to discuss an issue that the fire department is having with their ambulance service. The Hilton Volunteer Fire Department provides transport to hospitals in a medical emergency and they contract with Monroe Ambulance as a paramedic provider. 911 determines if a paramedic provider is needed or if just transport is needed. Due to recent changes if a paramedic rides on a Hilton Ambulance there is a chance that a patient who has insurance the insurance is not going to cover the transport or the paramedic service. Therefore they have had to make some

changes. Currently, if a patient needs paramedic level care; they will ride to the hospital in a Monroe Ambulance so that the insurance coverage will pay for the service. There are residents currently receiving bills because of this change and the insurance not covering services because they were combined services. This seems to be happening because of changes at the federal level and is not affecting all municipalities but small pockets and we are one of them. There was discussion about the level of care that the residents will continue to receive as they and their lawyers try to understand the law and get the most information available so they can make the most educated decision they can on how to move forward. There was discussion about the possibility of having a volunteer ambulance service with paid paramedics covering Hilton, Hamlin and Morton Walker Fire Districts.

DISCUSSION ITEMS

SOLAR POWER

Supervisor Smith summarized the status of the project in which the Town is looking at providing a solar means to reduce the cost of the Town's electricity costs. He explained the two possibilities.

1. We would have a developer come in with a Purchase Power Agreement where they would build a solar farm on either property the Town owns and/or property the Town leases. Power would be generated at one site and go through a meter and the Town would get credit for the electric generated and at the end of the month the kilowatt hours used across the Town would be totaled and we would get a check from RGE and we would write a check to the Purchase Power Company and get a fixed rate, which rate would remain the same for the length of the agreement.
2. Put solar on individual buildings.

Supervisor Smith is hoping that at our next meeting the Board will agree to send out the request for proposals.

SPECIAL POLICE

Supervisor Smith explained that the committee was very active in the Fall. This unit would be co-managed by the Village of Hilton, the Hilton Fire District, the Hilton School District and the Town of Parma with Parma being the lead agent because of how the State Law is written, but everyone would be involved. Greece Special Police has agreed to do the carnival for one more year.

The following is a synopsis of what has been vetted. The committee reached out to the Greece Special Police. They were willing to help this move forward. The difficulty would be the training needed for a group that is only intended to be used to direct traffic. The committee does not want this group to carry firearms. To be a peace officer you need to have 130 hours of training, which is not easy to do for a volunteer. Most individuals looking to do this are looking to move on to the next step, not just traffic control. Based on information from the Greece and Ogden Special Police, it will be very hard to have a

Special Police unit without having a Police Department to guide it and have a backup. The Town of Greece has a very strong Special Police unit because they coordinate together with their Police Department, which is really the way to go. Since Parma does not have that it could be difficult to have one. The Monroe County Sheriffs are for this but they cannot oversee it. While pursuing how to go about establishing this group the associated costs started to become prohibitive. There was discussion surrounding what level of training is needed to direct traffic. The Fire Department's Fire Police was looked at as a possible source for information. It was explained that the Fire Department has special fire police training and they can only direct traffic in an emergency not for their own fundraising event. Additional comments and discussion included:

Do Special Police Officers have to be Peace Officers which carry a range of activities that we are not considering?

Should we be organizing a group that is not Special Police, is there - can there be just a group that is traffic control. Up to this point the committee has not found a way to have this happen.

Insurance liability will be an issue unless they have been trained as Peace Officers and have the appropriate standing to meet insurance requirements.

The Peace Officer requirements are set by the State.

The cost for Sheriffs coverage for the Apple Fest is \$3,100 for four officers over two days.

No definitive decision was made but for the time being hiring Monroe County Sheriffs seems to be the only option.

INTERMUNICIPAL AGREEMENT FOR FIRE MARSHALL/BUILDING SERVICES

Supervisor Smith noted there has been a prior agreement between the Village and the Town for coverage of Building Inspector and Fire Marshal services. The parties are in favor of having this agreement renewed.

RESOLUTION NO. 152-2015 Motion by Supervisor Smith, seconded by Councilperson Comardo, to enter into an intermunicipal agreement with the Village of Hilton for Building Inspector and Fire Marshal services effective June 1, 2015 and effective for five years.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

Resolution to enter into an intermunicipal agreement with the Town of Parma for Building and Fire Marshal services from the Villages perspective. Motion made by Trustee Speer, seconded Trustee Zabelny 4-0. Trustee Fowler Absent

See Schedule A at the end on the Minutes

INTERMUNICIPAL AGREEMENT DOG CONTROL

It was explained that there may have been an agreement at some point in the past but a

copy is not available from the Town or the Village. Supervisor Smith noted that because Mr. Fritz acts as the Dog Control Officer for the Village as well; it would be nice if this was seamless. He requested the Village review the Town Code and consider using it as the basis for enforcement. Currently, the Village's Code varies from the Town's and can pose enforcement concerns for Dog Control Officer. Concern was expressed that any agreement covers the ability for dogs to be taken to the Hamlin Kennel. Mr. Fritz will research this concern.

RECREATION BUILDING LEASE

Village Clerk Manager, Shari Pearce, reported the Village Board requested she contact their attorney to propose an intermunicipal agreement rather than a lease. The Village will be looking at this at their next meeting. This is information at this time and more information will be forthcoming. It was felt that based on how the Recreation Department uses the building and their needs that this might be a better option.

COMMUNITY CENTER CAPITAL IMPROVEMENTS

Village Clerk Manager, Shari Pearce, provided a presentation on the operating costs of the Community Center and the Village Board's vision concerning the future and costs of the building. A copy of the summary is attached at the end of the minutes as Schedule B.

VILLAGE/TOWN TAX RATE

Trustee Gates expressed that the adjustment to the tax rate for the area of the Town including the Village never came back to where they felt it should be. He noted the rate went up to equal the Town outside the Village but the Village residents were not getting anything additional in return. Although the rate came down the next year it did not come back to where it was before. He requested that when the Town starts this year's budget process that consideration will be given to moving it back closer to where it was before.

Supervisor Smith responded that it did come down but not near as much as what it was previously. He noted the Town worked very closely with a consultant on doing it and the dilemma we find ourselves in is when the New York State did the audit the Town was chastised for not charging the Village taxpayers enough and overcharged the Town taxpayers outside the Village too much. The one year swing was done to get the ship righted as the State requested. He hopes there will be another correction this year. It was noted that we all have to live under the tax cap. The constraint that we have to work with is making the State recommendations as they will be coming back to look at our budget to make sure we are compliant. Supervisor Smith hopes that we will continue to make progress in that process and noted that we have not started our 2016 at this time other than how to stay under the tax cap. He expressed that we will keep them apprised of the situation as this progresses. Trustee Gates thanked the Supervisor for looking at the situation and expressed that was all he could ask for.

IDEAS FOR FUTURE SHARED EQUIPMENT AND PROJECTS

Supervisor Smith noted that because the Town, Village, Fire and School Districts have to live under the tax cap that we should be looking at possible ways we can do things differently, combine purchases and share equipment. We need to do this for the taxpayers. An example would be the purchase of a large format scanner/plotter and a large monitor. This would allow us to scan our own large format images rather than pay another company for the service and offer our equipment for a lower fee. Projects which we are already participating in such as the Hojack Trail Feasibility Study and the Flood Smart Program were discussed. The purchase of a skid steer and consolidating of backhoes were also mentioned as items over and above what we are already doing. The drainage ditch in the Tallwood –Country Meadows is needed and a ten to fifteen acre location to stockpile materials, brush and debris that could be shared in a secure manner was also mentioned.

SIDEWALK FROM FRASER DRIVE TO BENNETT ROAD

Supervisor Smith shared that a Carrie Marie resident approached the Town Board about having sidewalks from Carrie Marie Lane to Bennett Road. Some history on the prior attempt to accomplish this was discussed. If this was done, how the area from Bennett Road to Fraser Drive would be tied in. There was also discussion on if this would be a seasonal walkway, the Town not having provisions for snowplowing, the current equipment and logistics of Village plowing. At the time this was first looked at the public sentiment was not in favor of it, what would be available over the bridge had not been determined and grant money was turned down. It was felt we would not likely be able to get grants funds again for the project and that any additional sidewalk in front of the school would have to tie into the School District.

LIBRARY

Concerns have been expressed to the Village about loitering in front of the Library and because the Library is in the Village there is a perception that the Village controls it. It was suggested the bench be removed as a deterrent. Mary Jane Scarzinski a member of the Library Board was in attendance. She noted the Board has discussed this issue and explained what they have asked staff to do currently to address this and smoking around the building. She will share this information with the Library Board at their next meeting and get back to the Village on this matter.

MISCELLANEOUS

Supervisor Smith asked if there were any other items to be discussed. There were none.

ADJOURNMENT

A motion to adjourn the Town portion of the meeting at 9:25 p.m. was made by Supervisor Smith and seconded by Councilperson Comardo. All were in favor.

A motion to adjourn the Village portion of the meeting at 9:25 P.m. was made by Mayor Lee and seconded by Trustee Speer. All were in favor.

Respectfully submitted,

Donna K. Curry
Parma Town Clerk

SCHEDULE A

INTERMUNICIPAL AGREEMENT

AGREEMENT made this 12th day of May, 2015, to become effective June 1, 2015, by and between the VILLAGE OF HILTON, a municipal corporation having offices located at 59 Henry Street, Hilton, New York 14468 (hereinafter "Hilton") and the TOWN OF PARMA, a municipal corporation having offices located at 1300 Hilton-Parma Road, Hilton, New York 14468 (hereinafter "Parma").

WHEREAS, from time to time, Hilton is in need of building and/or fire inspection services on an emergency basis and/or at such times as Hilton personnel are unavailable; and

WHEREAS, Parma employs qualified personnel who are capable of providing such services on behalf of Hilton on an emergency and/or as-needed basis; and

WHEREAS, Hilton has determined it to be in the best interests of residents of the Village of Hilton for Parma personnel to provide such services on behalf of Hilton on an emergency and/or as-needed basis.

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

1) Parma agrees to provide Hilton with qualified personnel to perform building and/or fire inspections, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

2) Any request for such services shall be made by the Village Manager, or Code Enforcement Officer of the Village of Hilton, or such other person designated by the Hilton Code Enforcement Officer, to the Parma Building Department during normal business hours or by notifying the Monroe County 911 center during off hours.

3) Whenever possible, any such request shall be made in writing, either by correspondence, facsimile transmission or e-mail transmission. However, should circumstances necessitate a verbal request to be made, such request shall be confirmed by Hilton to Parma, in writing, within Twenty Four (24) hours following the request or, if such request is made on a weekend or holiday, on the next business day following the request.

4) Notwithstanding the foregoing, Parma shall not be responsible for providing such services to Hilton pursuant to this Agreement if such Parma personnel are occupied at the time in performing required services for Parma. However, in that event, Parma shall provide such services to Hilton as soon as reasonably possible.

5) Any Parma personnel who shall provide services for the benefit of Hilton pursuant to this Agreement shall at all times be in accordance with any applicable rules and regulations of the State of New York and shall not be inconsistent with the policies or practices as employed by Parma.

6) Parma shall be liable for any negligent or intentional acts resulting from the services provided to Hilton. In the event damages are caused as a result of directions given by Hilton, then Parma shall be held harmless by Hilton. Except as a result of the negligent or intentional actions of Parma personnel, Parma shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement and the services provided hereunder. Hilton shall indemnify and save Parma harmless from and against any and all such liability and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurring as a result of the acts or omissions of Hilton, its agents, contractors or employees, which shall or may happen in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

7) Each municipality shall remain fully responsible for its own employees, including salary, benefits, and worker's compensation.

8) All personnel provided by Parma under this Agreement, for purposes of worker's compensation, liability and any other relationship with third parties, except as otherwise provided herein to the contrary, shall be considered the employee of Parma.

9) In consideration for providing such services, Hilton shall pay to Parma the amount of Thirty Five and 00/100 Dollars (\$35.00) per hour, to be paid within sixty (60) days of receipt by Hilton of an itemized statement from Parma for the services rendered.

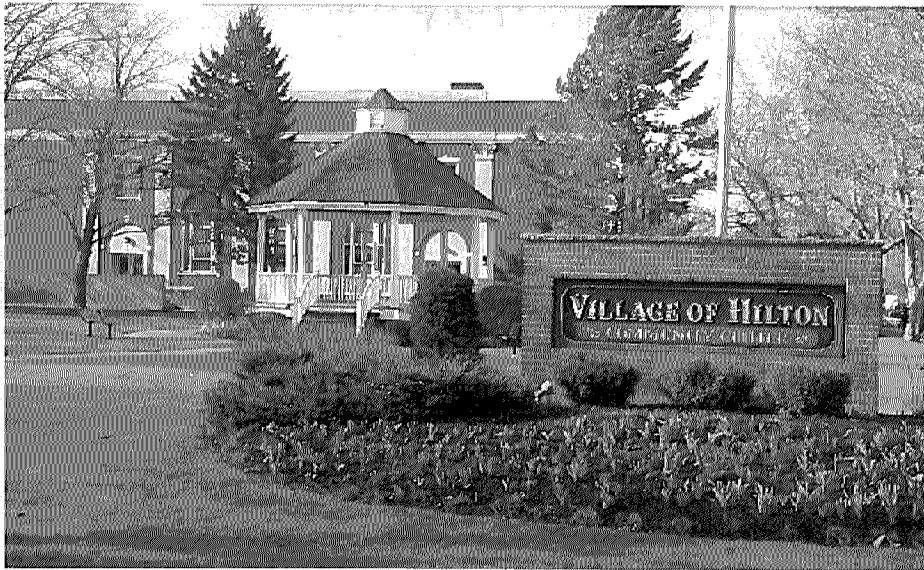
10) This Agreement shall be for a term of five (5) years following execution. However, either party hereto may cancel and terminate this Agreement, upon thirty (30) days prior written notice to the other party. However, if either party should elect to so cancel the contract, Hilton shall remain obligated to Parma for any services provided prior to such termination.

11) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SCHEDULE B

COMMUNITY CENTER



The purpose of this presentation is to provide the Town Board information on the operating costs of the Community Center and the Village Board's vision concerning the future and costs of the building.

Snap shot of village costs

2015-16 operating costs	\$150,411
Our total rental income is	<u>\$ 79,524</u>
Balance of the operating costs	\$ 70,887

come from the Village tax payers = 47%

Included in the costs:

• Handicap ramp and canopy (2014-15 Grant)	\$10,000
• Heating – climate control	\$ 5,000
• Ingham Room entrance floor	\$ 800
• 2 tables	\$ 500
• Elevator floor	\$ 400

3

Rental income

Community Center	Annual Rent
	\$1,000
	Town of Parma donation
Food Shelf (1 room)	
Apple Festival (1 room)	\$1,414
Church (Entire building/Sundays)	\$9,576
Recreation (9 rooms plus entire grounds and fields)	\$16,089
Via Dance (2 rooms)	\$17,999
Day care (6 rooms, plus gym time, outside playground area only)	\$34,446
Total Rents	\$79,524

Community Center staff

The Village of Hilton staffs the Community Center 7 days a week, 13.5 hours Monday thru Friday and 6 hours per day on Saturday and Sunday.

Community Center Grant 2015-16

We applied for the Community Development Block grant in the amount of \$43,035

Items included in the grant are:

ADA (Americans with Disabilities Act) improvements:

- Three automatic doors on the first floor
- Sink upgrades for the downstairs bathrooms
- Handicap accessible drinking fountain
- Re-key the entire building
- Heat control improvements

- **We have been notified that we are to receive \$34,000 toward the grant next year, pending final approval. The Village will expend \$9,000 for the project to be completed.**

UNPLANNED IMPROVEMENTS COMPLETED

- | | |
|--------------------------------------|--------------------|
| • Ingham room ceiling tiles | \$1,700.00 |
| • Church painted the room | \$ 400.00 |
| • Storage cabinets (senior program) | \$1,500.00 |
| • Repair gym floor | \$8,000.00 |
| • Food Shelf remodeling (labor cost) | \$2,500.00 |
| • <u>TOTAL</u> | <u>\$14,100.00</u> |
- The DPW employees installed the ceiling tiles, which took them an entire week with an average of 3 workers.
 - The DPW employees remodeled the new room, which took them an entire week with an average of 2 workers.
 - *The monies were taken out of 2014-15 contingency.*

FUTURE PROJECTS

- Boiler replacement
- Roof maintenance (south end)
- Window replacement
- Ingham room floor replacement
- Carpet in main hallways
- Lighting upgrades
- Heating/cooling upgrades
- Bathroom upgrades

Community Benefit

The Hilton-Parma community as a whole benefits from the Community Center. The building is open approximately 90 hours per week. We need to keep investing in the quality of life for our community.

FUTURE PLANNING

We would like to begin discussions to engage in a partnership to improve and enhance the building for the entire Hilton-Parma community.

