

Hamlin Town Board
April 11, 2005

The regular Town Board Meeting was held in the Town Hall located at 1658 Lake Rd., Hamlin, New York. The meeting was called to order at 7:00pm by Town Supervisor Austin F. Warner, III who explained the location of the fire exits for those present. Troop 324 led everyone in the Pledge of Allegiance and a Moment of Silence for all deceased residents of Hamlin.

Present: Town Supervisor Austin F. Warner, III, Councilperson Shirley Hollink, Councilperson Paul Rath, Councilperson David Rose, and Councilperson George Todd

Also present: Highway Sup. Tom Ingraham, Water Sup., Eric Peters, Assessor Melanie Fahmer, Bldg. Inspector Dick Bauman, Attorney Ken Licht, Secretary to Supervisor Pat MacIntosh, Conservation Bd. Members Tammy Palumbo and Glen Quetschenbach, Residents Denny Roach, Linda Wietz, Howard Hueser, Tom Jensen, Gerry Hutchinson, Mike Marchetti, David Leverenz and family, David Schreiner and family, Members of Troop 324.

PUBLIC FORUM

Town Supervisor Warner opened the public forum for anyone wishing to speak. No one wished to make any comments.

PRESENTATION FOR THE EXTRA MILE AWARD

Councilperson Shirley Hollink presented to David Leverenz the Extra Mile Award a certificate of recognition. Councilperson Hollink read the nominating letters received by the committee. His name has been placed on the plaque. The Town Board offered their congratulations.

RESOLUTION OF RECOGNITION FOR EAGLE SCOUT DAVID SCHREINER

Resolution #111 A motion was made by Town Supervisor Austin Warner and unanimously seconded for the following:

**RESOLUTION OF RECOGNITION
DAVID SCHREINER**

WHEREAS, David Schreiner is a resident of Hamlin and a Brockport Central School student, and

WHEREAS, David has been a member of Troop 324 since February 1999, earned 23 merit badges, the World Conservation Award and now attained the highest achievement in Boy Scouts the rank of Eagle, all before his 17th birthday, and

WHEREAS, David has demonstrated his organizational skills and dedication to community service by spending fifty hours of planning and execution with his fellow troop members and volunteers to complete in September 2004 the cleaning and painting of over 100 fire hydrants in the Town of Hamlin,

THEREFORE BE IT RESOLVED, that the Town of Hamlin extends congratulations to David Schreiner and recognizes the efforts of this fine young man,

BE IT FURTHER RESOLVED that David be furnished a copy of this Resolution of Recognition, which represents a portion of the official minutes of this Town Board Meeting held this 11th day of April 2005.

Members polled, all ayes.

PRESENTATION BY JODY MCKAIN – PROVIDENCE HOUSING

Jody McKain representing Providence Housing Development Corp. presented a program for first time homebuyers. Grants for downpayment and closing cost assistance is provided. Funding is provided through the County of Monroe through the use of the Home Investment Subsidy. There are many different affordable housing programs. Handouts are available for more information.

APPROVAL OF TOWN BOARD MINUTES OF MARCH 14, 2005

Resolution #112 A motion was made by Councilperson Rath, seconded by Councilperson Hollink to approve the minutes of March 14, 2005 as presented. Members polled, Councilperson Hollink aye, Councilperson Rath aye, Councilperson Rose abstain, Councilperson Todd aye and Town Supervisor Warner aye. Motion carried.

AUTHORIZATION OF PAYMENT OF BILLS FROM THEIR RESPECTIVE FUNDS

Resolution #113 A motion was made by Councilperson Todd, seconded by Councilperson Rose to approve the payment of bills from their respective funds as follows:

General Abstract #4	#182 - #279	\$98,050.13
Library	#028 - #049	\$ 5,673.37
Highway	#080 - #115	\$27,879.09
Newco Drive Water District	#005 - #006	\$ 373.78
N. Hamlin Water District	#003	\$ 39.77
Hamlin Clarkson Tn. Ln. Rd. Water	#004	\$ 107.37
Moscow Rd. Water	#004	\$ 274.32
Hamlin Kendall Water	#014 - #018	\$ 7,245.05
Hamlin Kendall #1Ext6	#007 - #008	\$ 1,594.78
Hamlin Walker Water	#007 - #009	\$ 3,929.07
Sewer District	#021 - #026	\$ 1,952.66
Consolidated Water District	#033 - #047	\$23,242.31
Hamlin Lighting	#003	\$ 510.86

Morton Lighting	#003	\$ 153.43
Hillcrest Lighting	#003	\$ 258.63
Campbell Lighting	#003	\$ 91.99

Members polled, all ayes. Motion carried.

AUTHORIZATION OF TRANSFERS FROM THEIR RESPECTIVE FUNDS

Resolution #114 A motion was made by Councilperson Rath, seconded by Councilperson Rose to approve the transfer of funds from A1990.4 Contingence to A3510.4 Dog Control Expense in the amount of \$4,729.67. Members polled, all ayes. Motion carried.

Supervisor's monthly report acknowledged and filed.

CORRESPONDENCE

1. A copy of Recreation Commission Meeting of 3-8-05.
2. A copy of the RCCR News letter.
3. A copy of a letter from Time Warner RE: MSG-Fox Sports NY
4. A copy of a letter from Tammi Coburn-Sossei Manager, Justice Court Fund RE: Distribution adjustment.
5. A letter from Ms. Perry RE: cell towers.
6. A letter from Midge Leverenz Thanking the Town Board for the Resolution of Sympathy.
7. A copy of a letter from Steve Howcraft thanking the Supervisor and Highway Superintendent for sitting down and talking to him about a water line on Brick Schoolhouse Road.
8. A copy of a letter from Time Warner RE: Privacy Notice.
9. A copy of a letter from Mr. Daniels, Dept. of State, RE: GIS.
10. A copy of a press release RE: Petting Zoo.
11. A copy of an e-mail RE: Enhancement of our Lake Front
12. A copy of the Assessor's monthly report for the month of March 2005.
13. A copy of the Building Inspector's report for March 2005.
14. Fire Marshal's report for the month of March 2005.
15. A copy of the Walker Fire District Meeting minutes of 3-1-05.
16. A copy of a letter from RG& E and their investment into the communities.
17. Dog control Officers report for March 2005.
18. A letter from Ms. Crawford RE: Water problems in Lake Breeze.
19. A letter from A. Baker RE: the plans for the bathrooms off of Roosevelt Highway.

APPOINTMENT OF HEATHER NORMAN AS CLERK TO THE SUPPORT BOARDS AND BUILDING INSPECTOR FOR 2005

Resolution #115 A motion was made by Councilperson Rose, seconded by Councilperson Rath to appoint Heather Norman as the Clerk to the Support Boards and Clerk to the Building Inspector for the year 2005. Members polled, all ayes. Motion carried.

**INTERMUNICIPAL AGREEMENT WITH MORTON FIRE DISTRICT FOR
PARKING LOT RECONSTRUCTION**

Resolution #116 A motion by Councilperson Rath, seconded by Councilperson Rose for the following:

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually; and

WHEREAS, Section 119-N of the General Municipal Law defines the term "municipal corporation" as used therein as including a city, town, village, school district and Board of Cooperative Educational Services; Fire District; and

WHEREAS, the Fire District desires to contract with the Town for parking lot resurfacing and reconstruction, and

WHEREAS, the Town represents that it has appropriate equipment, personnel and support to perform Fire District work,

NOW THEREFORE, in consideration of the mutual covenants, agreements and consideration hereinafter set forth, the parties hereto mutually agree that the Town will perform parking lot resurfacing and reconstruction and that the Fire District will reimburse the Town in the manner described herein.

General Conditions

1. The Town hereby agrees to perform resurfacing and reconstruction work at Fire District parking lot.
2. The term of this Agreement shall be by May 15, 2005 through December 31, 2005.
3. The Town will maintain its equipment in serviceable condition at its own expense during the term of this Agreement. The Town will furnish and pay for all supplies, including but not limited to petroleum products and tires necessary for the operation of the Equipment. The Town shall utilize the appropriate equipment for all tasks required to perform the Fire District work. The Fire District will have no responsibility for the care, maintenance or repair of such equipment.
4. The Town will furnish qualified and licensed operators for such equipment that require operators, and will provide additional labor as requested and as approved by Fire District. The operators and other labor shall be paid by the Town, which shall also carry State required worker's compensation insurance for such personnel.
5. The Town will furnish and make available for the performance of Fire District Work; small tools, including picks, shovels, and other implements necessary for Fire District work. The use of small tools shall not be the subject of any additional charge to the Fire District.
6. The Town will mark all sites for Fire District work with the proper warning lights, barricades and signs in accordance with the most recent NEW YORK STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
7. The Town will equip all trucks, tractors and other vehicles working in or along the roads with hazard or warning signs and/or lights as required by law, and these lights must be used when vehicles are parked or standing, or moving at slow speed along the road.
8. The Town will equip and require its employees working in or along the Fire District property to wear long pants, shirts with sleeves and personal safety protective gear, including but not limited to hard hats, reflective vests, and protective footwear which shall comply with ANSI standards.
9. The Town shall be fully responsible for compliance with all applicable safety rules, regulations, laws, statutes and ordinances, which pertain to the performance of Fire District work, and shall indemnify the Fire District pursuant to paragraph 11 for any failure to so comply.
10. Material costs will be paid by Fire District directly to the vendor. The Town will invoice the Fire District for the labor and machinery costs associated with this project. The total cost of time, machinery and materials is not to exceed thirty-two thousand nine hundred dollars (\$32,900.00).
11. The Fire District will process invoices for payment upon one condition: 1) upon completion of work. Payment will be made within 30 days of invoice date.

12. The Town shall, at its own expense, indemnify and hold harmless the Fire District, its officers, agents and employees from any and all fines, fees penalties, attorney's fees, liabilities, judgment, costs, claims, causes of action, damages and expense arising out of the Town's negligence in performance of such work, labor or services by the Town, its agents, servants, or employees under this Agreement, PROVIDING however, that notice shall be given to the Town by the Fire District within 60 days of any claim, action or proceeding which may be filed or commenced against the Fire District by reason of the performance of such work.

As part of its obligation to indemnify and hold harmless the Fire District, its officers, agent and employees, as set forth above, the Town agrees to obtain and maintain in full force and affect, for the term of this agreement, insurance coverage

- A. Worker's Compensation Insurance: A policy covering the operations of the Town in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under the agreement, whether performed by the Town or by its subcontractors. The Agreement shall be void and of no effect unless the Town making or executing the same shall secure workers' compensation coverage for the benefits or, and keep insured during the life of said Agreement, such employees in compliance with the provision of the Workers' Compensation Law. A certificate of insurance or other proof that worker's compensation coverage is in effect shall be provided before the start date of this Agreement.
- B. Liability and Property Damage Insurance:
1. Contractor's Liability Insurance issue to the Town and covering the liability for damages imposed by law upon the Town with respect to all work performed by the Town under this Agreement naming the Fire District as additional insured and in the amount of \$2,000,000 for each occurrence is required. All of the following coverage shall be included: Comprehensive Form, Premises Operations, Products Completed Operations, Contractual Insurance covering the Hold Harmless Provision, Broad Form Property Damage, Independent Contractors, Personal Injury
 2. Owner's and Contractor's Protective Liability Insurance Policy issued to the town and naming the Fire District as an additional insured and covering the liability for damages imposed by law upon the town for the acts or neglect of each of the Town subcontractors with respect to all work performed by said subcontractors under the Agreement.
 3. Unless other wise specifically required by special specifications, each policy shall have limits of not less than Bodily Injury Liability \$2,000,000 each person single limit, Property Damage \$2,000,000 each occurrence.
 4. The limits of liability set forth above shall be per occurrence. A claims made policy is not acceptable.
- C. Motor Vehicle Insurance: Motor Vehicle Insurance issued to the Town and covering public liability and property damage on the Town's vehicles in the amount of Bodily Injury Liability \$2,000,000 each person, Property Damage \$2,000,000 each occurrence or combined single limit \$2,000,000.
- D. A currently and properly executed Certificate of Insurance, naming the Fire District as additional insured, shall be submitted prior to issuance of payments, to the Commissioners of the Morton Fire District.

All said insurance policies and certificates shall contain the following clause:

"In the event of any change or a cancellation of this policy, at least thirty (30) days notice thereof shall be given to the Commissioners of the Morton Fire District.

- E. The initial term of this agreement is from May 15, 2005 through December 31, 2005. For every required insurance coverage that is for a period of time less than the full term, the

Town will provide proof of adequate insurance coverage at least forty-five (45) days before the expiration of the previous coverage.

13. This contract is governed by the laws of New York State.
14. If any provision of this agreement is found invalid by a court of law, the remaining portions will remain in full force and effect.
15. The Fire District reserves the right to cancel this agreement with 30 days written notice. Any costs incurred by the Town prior to the cancellation date will be reimbursed by the Fire District.
16. Any amendment to this agreement will be in writing and executed by both parties.
17. This agreement contains the entire integrated agreement by the parties and supercedes any and all prior negotiation agreements and condition whether written or oral.

The document has been reviewed by Attorney Licht. Members polled, all ayes. Motion carried.

GRANT FOR A 1700 DEFIBRILLATOR FOR COURT HOUSE

Resolution #117 A motion was made by Councilperson Rath, seconded dually by Councilperson Todd and Councilperson Hollink to apply for a grant for a 1700 Defibrillator for the Court House. Members polled, all ayes. Motion carried.

PREPAYMENT OF BUILDING DEPARTMENT TRUCK PAYMENT

Resolution #118 A motion was made by Councilperson Todd, seconded by Councilperson Rath to approve the prepayment of the truck payment for the Building Dept. each month to avoid late fees or any other charges. Members polled, all ayes. Motion carried.

REPORTS

Dick Bauman Bldg. Inspector reported on the following:

- Residents are coming in for building permits for decks and sheds.
- County Creek Estates has their first building permit.
- We are trying to keep up with the junk car complaints.

Melanie Fahmer Assessor reported on the following:

- New computer almost ready to go, tentative date of May 1st for the conversion.

Councilperson Paul Rath reported on the following:

- Conservation Open Space Index almost ready for a presentation to Town Board.
- LWRP, 21 day notice isn't posted yet.
- Walker & Hamlin Fire Dept. banquet.
- Morton Fire Dept. new rescue vehicle in service.

Councilperson David Rose reported on the following:

- Library working on upgrading computers. Working with the Monroe County specifications.

- Friends of Library had 150 people attended the dinner and raised \$1,000. Assemblyman Nesbitt attended and then was taken for a tour and was impressed on its growth.
- Planning Bd. had a hearing on putting the driveway in for the snack bar being planned on the Town field. A workshop is being planned. Others things mentioned was the Mayer Lake Ontario Winery and the florist shop on King St. Also the combination for the Senior Citizen proposal came in and some easements need to be obtained.

Councilperson George Todd reported on the following:

- Zoning Board of Appeals didn't have much.
- Recreation cancelled the first meeting so I'll let Mary report on that.
- New newsletter has a lot of programs being offered and I encourage everyone to give them a try.

Kathi A. Rickman Town Clerk mentioned the lovely art work displayed in the room and building from St. John's preschool.

Councilperson Shirley Hollink reported on the following:

- United Way Campaign got started today and we are over half way to our goal.
- Talked with Historian Mary Smith and she is pleased with Judy and Bob Kruger as her assistants. It is working out fine. She hopes someone could come over and help around the barn before it gets overgrown. She is working on her grant.
- Flowers coming in after Memorial Day.

Tom Ingraham Highway Sup. reported on the following:

- We had 110 inches of snow. Spring clean up starts April 25th and we are starting yard work and sweeping.
- Had 13 prisoners from Monroe County Jail taking down snowfences today.
- New roller came in last week.
- Docks at Sandy Creek should be in by next week.
- Three quotes for the trash days, Heberle came in at \$11,900, Waste Mgt. At \$11,600 and Suburban at \$11,110.
- Meeting next week with Security to get started.

Eric Peters Water Sup. reported on the following:

- Hydrant markers have been taken down.
- Water leak at Rose Circle and Brick Schoolhouse Rd., no interruption of service.
- Backhoe should be here this week.
- Working with J. P. on the sewer study.
- On a power down and it managed to drop the lift stations.

Mary Hueser Deputy Town Supervisor reported on the following:

- Hamlin Ambulance paying off \$2,459 the old ambulance and going to get their new one. In the process of changing over their radios and pages.
- Looking at specs for a new truck

- Thought the newsletter and combination was very good and thanked Shirley.
- Community Survey working on one more breakdown before their presentation to Town Board.

Town Supervisor Austin Warner reported on the following:

- Meeting with developer south of Brookedge on the drainage.
- Talking with Army Corp on funding for flooding.
- LWRP and funding for projects hopefully to be put back in the State budget.
- Meeting with the new USDA person to see about monies that might be available.
- EPA referred me to the Genesee-Finger Lakes for monies also.

EXECUTIVE SESSION

Resolution #119 A motion was made by Town Supervisor Warner, seconded by Councilperson Todd to go into Executive Session at 7:34pm for litigation in progress. Members polled, all ayes. Motion carried.

COME OUT OF EXECUTIVE SESSION AND RE ENTER THE TOWN BOARD MEETING

Resolution #120 A motion was made by Town Supervisor Warner, seconded dually by Councilperson Todd and Councilperson Rose at 8:00pm and re-enter the Town Board Meeting. Members polled, all ayes. Motion carried.

ADVERTISING FOR PLANNING BOARD MEMBER

Resolution #121 A motion was made by Councilperson Todd, seconded by Councilperson Hollink to advertise for a Planning Board member with applications to be received until May 6th, 2005 at 4pm and interviews to be May 11th starting at 6:00pm. Members polled, Councilperson Hollink aye, Councilperson Rath aye, Councilperson Rose aye, Councilperson Todd aye and Town Supervisor Warner no. Motion carried.

ADJOURNMENT

A motion was made by Councilperson Todd, seconded by Councilperson Rath to adjourn the meeting at 8:00pm. Members polled, all ayes. Motion carried.

Respectfully submitted,

Kathi A. Rickman, RMC
Hamlin Town Clerk