

**Regular Board Meeting of the Village of Solvay Board of Trustees
Tuesday, November 26, 2013**

**OFFICE OF THE CLERK/TREASURER
DAVID TERRELL**

The **REGULAR BOARD MEETING of the SOLVAY VILLAGE BOARD OF TRUSTEES** was called to order by Mayor Ronald Benedetti at the Town of Geddes Court Room, 1000 Woods Road, Solvay, NY 13209 at 6:00 p.m.

PLEDGE TO THE FLAG Daniel Bellotti

ATTENDANCE ROLL CALL:	Trustees	Harry DeCarlo	Present	
			Daniel Bellotti	
	Present			John
Fall Sr	Present			
	Derek Baichi	Present		
		John Cregg	Present	
	Deputy Mayor	Thomas Tarolli		Present
	Mayor Ronald Benedetti	Present		

PETITIONS: Larine Davis, of 302 Scarboro Drive, stated they have a water issue in front of their homes and do not know to resolve the problem when it rains. The water comes down driveway and floods the garage. The Highway department has given them a berm for their property to see if that helps. Mark Cazzolli and Anthony DeStefano will look at the properties for a solution.

CORRESPONDENCE: None at this time

PUBLIC HEARINGS: None at this time

COMMITTEE REPORTS:

Administrative The Mayor recognized Marcus Lukins and Joseph DeGennaro for their 3 ½ year completion of the Apprentice Training in the occupation of the Electrical Outside Line worker for the village. Congratulations for a job well done. He also reminded everyone of the Christmas Tree Lighting at 5:30 p.m. at Woods Road Park. The Village of Solvay has a permanent live Christmas tree on the tennis court. We also have two new pavilions - 16x16 ft and 24 x 60 ft that comes under the Community Development at no cost for the village.

Legal None at this time

Treasurer David Terrell, Village Treasurer reported year to date we have a net surplus.

Police Police Chief Rick Cox reported 774 calls for October, 2013.

Electric Joe Hawksby, Electric Superintendent, reported at the November 7, 2013 meeting with RockTenn about the distribution feeders that service them. Gary Warner, Engineer, was present. The Christmas lights at Woods Road Park will be completed the week of December 2, 2013 for the Christmas Tree Lighting Ceremony held on Saturday, December 7, 2013. The Electric Department has a new plow for one of the new pickup truck. David Au implemented a new plan for issuing jobs to the Line Leaders. The three substations have been relocked for better security.

DPW/Highway Mark Cazzolli, Highway Superintendent, reported the snow has finally arrived in CNY and the department is ready. They have salted and plowed the streets. The equipment is in good running condition with no break downs so far. The brush and leaves are coming to an end with only a few pick up left each day. The highway department will continue picking up bulk on Fridays and the Christmas pickups will be heavy.

Library Elizabeth Loftus, Library Interim Director reported on the Programs and meeting room use
In October the library sponsored 15 programs attended by approximately 181 people. 19 groups used our meeting rooms with 150 people attending those meetings. Our public access computers were signed out a total of 924 times. The annual Halloween party on October 26 was very successful. We also had a full house for our concert presented by the DeSantis Band on November 3.
Our Flu and Vaccination Clinic on, November 4 drew a small crowd. We will get the word out earlier in the season if we decide to repeat this. On an interesting note, we found an old photo on display in our Hazard Room depicting a Salk Vaccine clinic at Solvay Library.

The Library Socials for Adults continue to be one of our best attended programs. In October attendees had a demo on eReader devices such as Kindles, Nooks, iPads, and how to borrow books and audiobooks from the library to use on those machines. We recently added 69 new ebooks to Solvay's collection and in October, patrons download 117 ebooks. At the November 14 Adult Social program, Solvay Police Chief Richard Cox addressed the group.

Sunday, December 8 we invite you to our Annual Open House from 2 to 4 p.m. The Highland Winds Clarinet Quartet will perform from 2:30 to 3:30 p.m. As with our November concert, we are again able to cover costs with a grant from Senator John A. DeFrancisco. The Friends of the Library, the Solvay Library Foundation and Piercefield Women's Group will be providing refreshments.

Friends of the Library

The Friends are still selling raffle tickets for their gift baskets. They are raffling off two baskets, an adult-themed basket and a child's-themed basket as well as a handmade beaded necklace and earrings set. The baskets and necklace will be on display in the library. Tickets are \$1 each or ten for \$5. The drawings will be held during the Library's Holiday Open House on December 8 from 2-4 p.m.

Outreach Visits

I have made official visits to the Solvay School Superintendent, the Solvay Geddes Community Youth Center, Learn As You Grow Day Care, and Solvay Elementary School.

Facility News

We appreciate the hard work of the Highway Department staff in helping us get ready for the winter. No sooner had they finished the leaf clean up and stored our picnic tables that the first snows came. The patrons and staff appreciate having all the sidewalks and parking lots cleared.

Codes Trustee Tarolli reported for the Code Department that the owner for the car lot on Bridge Street has been asked to clean his lot up. He has not fulfilled his obligation as of yet. There will be improvements on Bridge Street. The Village Code Committee is reviewing Village Code provisions related to political signs, in light of legal developments in Manlius and Skaneateles.

Stormwater – Anthony DeStefano, Village Engineer reported CNY Stormwater Coalition, November 12th Meeting Highlights

- ✓ Progress updates included the Year-5 Education Program and the Year-6 Work Plan.
- ✓ Technical Committee continues to investigate the process for meeting the “No Net Increase” (NNI) provision of the permit, whereby development projects must ensure NNI of Pollutants of Concern are released to the watershed.
 - Central New York Regional Planning and Development Board (CNYRPDB) will be presenting the results of the Committee’s deliberations and discussions with New York State Department of Environmental Conservation (NYSDEC) concerning agreed-upon policies relating to evaluation of new development projects to maintain “No Net Increase”.
 - The meeting will be held on Friday, December 13th at 10:00 AM at OCDWEP’s Operations Center located on Hiawatha Boulevard.
 - Municipal officials and staff involved in the review of Stormwater Pollution Prevention Plans are encouraged to attend.
- ✓ TMDL Committee is evaluating a draft Watershed Improvement Strategy (WIS) to address requirements for those MS4s in the Onondaga Lake watershed (Village included).
- ✓ Paul Legnetto from Onondaga County Department of Water Environment Protection (OCDWEP) reported that funding for the “Save the Rain” applications accepted has been authorized. The County Legislature also passed a resolution to continue the outfall inspection program for another 5 years.

Environmental Audit Incentive Policy Finalized:

- ✓ NYSDEC has finalized the Environmental Audit Incentive Policy to help businesses, local governments and other regulated entities prevent pollution and better protect public health and the environment.
- ✓ While the policy reduces or waives the majority of civil penalties for regulated entities who voluntarily disclose violations of New York State environmental laws, it also requires that those violations be corrected.
- ✓ The policy will provide incentives to regulated entities that agree to incorporate environmental management and pollution prevention procedures into their operations.
- ✓ I've provided guidance from the NYSDEC concerning the policy to the Stormwater Committee members for discussion at our next meeting.

RESOLUTIONS:

1. Authorization from the Board of Trustees to approve the minutes from the Tuesday, October 22, 2013 Regular Board Meeting and the Reading of the Minutes be herewith dispensed.

MOTION: John Fall Sr

SECOND: Thomas Tarolli

AYES: 7 NAYES: 0 MOTION CARRIED

- Authorization from the Board of Trustees to approve the minutes from the Thursday, November 7, 2013 Special Board Meeting and the Reading of the Minutes be herewith dispensed.

MOTION: Derek Baichi
SECOND: Harry DeCarlo
AYES: 7 **NAYES:** 0 **MOTION CARRIED**

- Authorization from the Board of Trustees to pay C&S Engineers \$4955.00 for services rendered form

10/1/13 – 10/31/13.
MOTION: Daniel Bellotti
SECOND: John Cregg
AYES: 7 **NAYES:** 0 **MOTION CARRIED**

- Authorization from the Board of Trustees to approve the Budget Modifications:

MOTION: John Cregg
SECOND: John Fall Sr
AYES: 7 **NAYES:** 0 **MOTION CARRIED**

**Village of Solvay General Fund
 Schedule of Proposed Budget Modifications
 For Approval at the September 2013 Regular Board Meeting**

Account	Title	(as modified) Current Budget	proposed Budget Mod	newly modified Budget Amount
Revenue				
410010A	Real estate taxes	3,037,197	10,679	3,047,876
415200A	Police Fees	6,000	(4,000)	2,000
427050A	Gifts & Donations-Field day	2,000	(2,000)	0
427053A	Gifts & Donations	0	2,000	2,000
	Total	3,045,197	6,679	3,051,876
Expense				
513554A	Assessors/Tax Recv- other	3,300	1,500	4,800
514404A	Engineer - Other	20,000	5,000	25,000
516203A	Building - Capital Outlay	0	265	265
5312.01A	Police-other-Vehicle repairs	0	5,209	5,209
5312.05A	Police-other-Fuel	0	12,566	12,566
5312.06A	Police-other-Radio	0	142	142
5312.07A	Police-other-Ammo/weapons	0	428	428
5312.09A	Police-other-Evidence supp	0	120	120
5312.10A	Police-other-supply/equi	0	220	220
5312.13A	Police-other-Equ repair/ser	0	225	225
5312.14A	Police-other-postage	0	186	186
5312.15A	Police-other-office supp	0	574	574
5312.17A	Police-other-computers	0	36	36
5312.19A	Police-other-Misc expenses	0	1,158	1,158
5312.20A	Police-other-telephone	0	4,640	4,640
531204A	Police dept - other	56,400	(25,500)	30,900
536201A	code enforcer- equipment	37,500	(37,500)	0
536204A	code enforcer- other	0	37,500	37,500
571101A	Parks&Rec - Wages	60,907	(901)	60,006
581201A	Sanitary Sewers- Wages	9,824	901	10,724
	Total	187,931	6,769	194,699

- 5. Authorization from the Board of Trustees to hire Stephanie Brainard and Debbie Onacki as substitute Library Clerks at the rate of \$10.67 per hour effective December 2, 2013.

MOTION: Harry DeCarlo
SECOND: Thomas Tarolli
AYES: 7 NAYES: 0 MOTION CARRIED

- 6. Authorization from the Board of Trustees to pay Costello, Cooney & Fearon, PLLC for \$11,399.95 services rendered for the month of October, 2013.

MOTION: Daniel Bellotti
SECOND: John Fall Sr
AYES: 7 NAYES: 0 MOTION CARRIED

- 7. Authorization from the Board of Trustees to move the Regular Board Meeting from Tuesday, December 24, 2013 to Tuesday, December 17, 2013 at 6:00 p.m. at the Town of Geddes Court Room, 1000 Woods Road, Solvay, NY 13209 at 6:00 p.m.

MOTION: John Fall Sr
SECOND: Harry DeCarlo
AYES: 7 NAYES: 0 MOTION CARRIED

- 8. Authorization from the Board of Trustees to approve the Electric Department request to declare as surplus on their 2006 Chevy Pickup Truck, VIN#1GCEK19T86Z207467 up for auction through Auction International. The vehicle is to be declared surplus and no longer needed by the Village.

MOTION: Derek Baichi
SECOND: Daniel Bellotti
AYES: 7 NAYES: 09 MOTION CARRIED

9. INTERMUNICIPAL AGREEMENT

AGREEMENT made as of the ___ day of ___, 2013 by and between the TOWN OF GEDDES, a municipal corporation organized and existing under the laws of the State of New York with offices located at 1000 Woods Road, Solvay, New York 13209 (hereinafter the "Town") and the VILLAGE OF SOLVAY, a municipal corporation organized and existing under the laws of the State of New York with offices located at 1100 Woods Road, Solvay, New York 13209 (hereinafter the "Village").

WITNESSETH:

WHEREAS, the Town desires to use and employ certain equipment owned and maintained by the Village Highway Department subject to the availability of said equipment; and

WHEREAS, the Village desires to use and employ certain equipment owned and maintained by the Town Highway Department subject to the availability of said equipment; and

WHEREAS, the Town and the Village desire to enter into this Agreement upon terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed by and between the Town and the Village as follows:

- 1. That the Town is hereby permitted, by the Village, to use and employ certain highway equipment owned and maintained by the Village subject to the availability of the equipment and for periods of time that may be mutually agreed upon by the parties hereto.
2. The Town shall be solely responsible for the care and maintenance of all such Village highway equipment that it uses and employs in conjunction with this Agreement and the Town agrees to indemnify and hold the Village harmless from any loss or claim that may arise as a result of the use of said equipment by the Town.
3. That the Village is hereby permitted, by the Town, to use and employ certain highway equipment owned and maintained by the Town subject to the availability of the equipment and for periods of time that may be mutually agreed upon by the parties hereto.
4. The Village shall be solely responsible for the care and maintenance of all such Town highway equipment that it uses and employs in conjunction with this Agreement and the Village agrees to indemnify and hold the Town harmless from any loss or claim that may arise as a result of the use of said equipment by the Village.
5. The Town and the Village agree that each will exercise its rights under this Agreement in such a manner as not to create an unreasonable risk of liability or damage to the other. In the event that either party performs or acts under this Agreement in negligent or intentional manner, causing uninsured damage or liability to either party to this Agreement, the party causing the damage or liability shall indemnify and hold harmless and defend at its expense, and make whole the other party from such damage or liability.
a. The Town and the Village agree that each shall maintain, at a minimum, commercial liability coverage in an amount of no less than One Million Dollars (\$1,000,000.00) naming the other party as an additional insured. In addition thereto, each party shall carry automobile liability coverage for owned, non-owned and hired vehicles, naming the other party as an additional insured in the minimum amount of One Million Dollars (\$1,000,000.00) at their respective sole cost and expense or in such other amount as the parties may agree from time to time.
b. The Town and the Village agree to provide evidence of insurance coverage in the form of a Certificate of Insurance which shall state that coverage afforded under the

policies will not be cancelled, altered, or not renewed until at least thirty (30) days prior written notice is given to the other party.

6. The term of this Agreement shall be one (1) year commencing upon the execution of this Agreement and may be renewed by both the Town and the Village on an annual basis by each giving the other a Notice of Intention to so renew, no less than sixty (60) days prior to the expiration of the then term.
7. The purpose of this Agreement is to memorialize the intentions of the Town and the Village to cooperate, as much as possible, in the sharing of equipment and services that benefit the Town and Village and their respective resident taxpayers.
8. This Agreement constitutes the entire understanding between the parties, and it may not be waived, modified, or amended except by written instrument signed by the parties.
9. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
10. Every provision of this Agreement is intended to be severable and if any provision is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions will continue in full force and effect.
11. This Agreement is authorized by Resolution of the Town Board dated the 11th day of November, 2013.
12. This Agreement is authorized by Resolution of the Village Trustees dated the ___ day of _____, 2013.

IN WITNESS WHEREOF, the Town and the Village by their duly authorized officers have executed this Agreement as of the day and year first above written.

TOWN OF GEDDES

VILLAGE OF SOLVAY

By: Emanuele J. Falcone, Jr.
 Its: Supervisor

By: Ronald Benedetti
 Its: Mayor

MOTION: Daniel Bellotti
SECOND: John Fall Sr
AYES: 7 NAYES: 7 MOTION CARRIED

10. Authorizing the 2014 renewal of the inter-municipal agreement between the Village and the Solvay School District for salting of school district properties, in accordance with the draft agreement that has been circulated to the Village Board of Trustees.

MOTION: Daniel Bellotti
SECOND: John Fall Sr
AYES: 7 NAYES: 0 MOTION CARRIED

SALTING AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2013 by and between the Village of Solvay (hereinafter "Village"), 1100 Woods Road, Solvay, New York 13209 and the Solvay Union Free School District ("School District") with Administrative Offices at 103 Third Street, Solvay, New York 13209.

R E C I T A L S :

WHEREAS, New York State General Municipal Law Article 5-G authorizes municipal corporations and districts to enter into cooperative agreements for the performance of their respective functions; and

WHEREAS, pursuant to this authority, the parties previously entered into an Agreement for the salting of driveways and parking lots at the Solvay Elementary School campus located at 701 Woods Road, Solvay High School located at 600 Gertrude Avenue, and the School District Administration Building located at 103 Third Street (hereinafter collectively referred to as the "Property"); and

WHEREAS, the term of the prior Agreement has expired and the parties desire to enter into a new Agreement for salting of the Property on the terms and conditions set forth below.

NOW, THEREFORE, it is agreed as follows:

The recitals above are incorporated into this Agreement as if more fully set forth herein.

Pursuant to the request of the School District, the Highway Department of the Village shall salt the driveways and parking lots on the Property at the same time and in the same manner as salting is otherwise completed throughout the Village. All determinations regarding the need for salting shall be made at the discretion of the Village Highway Department Superintendent or other authorized representative.

The School District shall compensate the Village for the costs of salting the Property, which costs shall be billed to the School District at an hourly rate of \$48.59, which rate includes labor,

salt, equipment, fuel and maintenance costs. The Village shall submit bills to the School District on a monthly basis, which bills shall be paid by the School District within thirty (30) days of receipt.

The School District shall retain responsibility for snow removal on the Property, and this Agreement shall not be construed to make the Village responsible for any such snow removal on the Property or elsewhere on property owned by the School District. The School District shall further retain responsibility for supervision and maintenance of its Property, and shall be responsible for any and all needed repairs and improvements to its Property. The Village shall not be responsible for any maintenance or expenses for the subject Property, except as provided for herein.

The School District hereby releases, waives, discharges and covenants not to commence any action against the Village in relation to any and all claims that may arise from or be related to this Agreement. The School District also agrees to defend, indemnify and hold harmless the Village from any loss, damage, claims, liability or expense, including reasonable attorney's fees and defense costs, arising in relation to this Agreement but excluding only that portion, if any, of any loss, damage, claims, liability or expense that arises from the negligence of the Village.

The School District shall obtain an insurance policy from an A.M. Best rated "secured" New York State licensed insurer naming the Village as an additional insured thereunder by endorsement on an unrestricted primary and non-contributory basis on all lines of liability coverage, which policy or policies shall have minimum general liability limits set at least \$1,000,000 each occurrence, \$2,000,000 general aggregate, auto liability limits set at least \$1,000,000 combined single limit, and excess umbrella liability set at least \$3,000,000 each occurrence, \$3,000,000 aggregate. The School District shall pay any and all applicable premiums and deductibles. Such insurance shall not be cancelled unless thirty (30) days prior written notice of cancellation (ten [10] days for non-payment of premium) is given to the Village Clerk at the Village's address noted herein. A certificate of insurance, on the attached Village form, shall be provided to the Village upon the execution of this Agreement.

The Agreement may not be modified or amended except in writing executed by an authorized representative of both parties.

This Agreement shall be governed by New York law and is effective to the extent permitted by law.

This Agreement shall be effective on the date it is executed by the Mayor of the Village of Solvay, and said Agreement shall remain in effect until December 31, 2014.

VILLAGE OF SOLVAY

SOLVAY UNION FREE SCHOOL DISTRICT

By: _____
Ronald Benedetti

By: _____
Lawrence Wright

Its: Mayor

Its: Superintendent of Schools

Dated: _____
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

Dated: _____

On the ____ day of _____ in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Benedetti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On the ____ day of _____ in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared J. FRANCIS MANNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

11. Authorizing the 2014 renewal of the inter-municipal agreement between the Town of Geddes and the Village of Solvay for the disposal of yard waste.

MOTION: John Cregg

SECOND: Daniel Bellotti

AYES: 7 NAYES: 0

MOTION CARRIED

NEW BUSINESS

Resolved that this Board of Trustees move into Executive Session to discuss a contract and/or personnel matter at 7:10 p.m.

MOTION: Daniel Bellotti
SECOND: John Fall Sr
AYES: 7 NAYES: 0 MOTION CARRIED

Resolved that the Executive Session be closed and that this Board return to the regular meeting at 8:21 p.m.

MOTION: Daniel Bellotti
SECOND: John Fall Sr
AYES: 7 NAYES: 0 MOTION CARRIED



12. Authorization from the Board of Trustees to approve the transfer of a 2006 Chevy Pickup truck, from the Electric Department VIN #1GCEK19T36Z210969 to the Village of Solvay Code Enforcement Office.

MOTION: John Fall Sr
SECOND: Derek Baichi
AYES: 7 NAYES: 0 MOTION CARRIED

13. Authorization from the Board of Trustees to retain as a consultant on a contract basis Michael Fecco for a amount not to exceed \$1000.

MOTION: John Fall Sr
SECOND: Daniel Bellotti
AYES: 7 NAYES: 0 MOTION CARRIED

ADJOURNMENT:

The regular meeting of the Solvay Board of Trustees be adjourned at 8:24 p.m.

MOTION: Daniel Bellotti
SECOND: John Fall Sr
AYES: 7 NAYES: 0 MOTION CARRIED

Respectfully submitted,

David Terrell, II, Village Clerk/Treasurer