

PERINTON TOWN BOARD MEETING
1350 Turk Hill Road, Fairport, NY 14450
Wednesday, November 12, 2008

PRESENT:	James E. Smith	Supervisor
	Patricia S. Knapp	Councilperson
	David C. Glossner	Councilperson
	Carolyn H. Saum	Councilperson
	Joseph H. LaFay	Councilperson

ALSO PRESENT: Robert Place, Esq., Town Attorney; Thomas C. Beck, Commissioner of Public Works; Susan C. Roberts, Town Clerk; Jennifer A. West, Deputy Town Clerk; T. C. Lewis, Planning Board; S. Chris Fredette, Conservation Board.

Supervisor Smith called the meeting to order at 8:00 pm and introduced the Board and staff present.

Councilperson Saum made a motion, seconded by Councilperson Knapp, that the minutes of the Town Board meeting of October 22, 2008 be approved as submitted by the Town Clerk.

Ayes: Smith, Knapp, Glossner, Saum, LaFay
Nays: None
Unanimously approved.

2009 UNDERTAKING
RECEIVER OF TAXES AND ASSESSMENTS

Supervisor Smith reported that, as required by Section 25 of Town Law, the Town Board annually approves the bonding of the Receiver of Taxes and Assessments. He asked that the Board do so for the year 2009.

The following resolution was offered by Councilperson Glossner, seconded by Councilperson LaFay:

WHEREAS, Constance D. Allen, residing in the Town of Perinton, County of Monroe, State of New York, has been duly appointed to the office of Receiver of Taxes and Assessments of the Town of Perinton, New York, and

WHEREAS, under Section 25 of Town Law, said Receiver of Taxes and Assessments is required to execute and file an official undertaking, and the amount of such undertaking having been fixed by the Town Board of the Town of Perinton, in the manner provided for by law, in the sum of \$1,000,000, for faithful performance of her duties,

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Town of Perinton approves the continuation of policy #104421086 held by Travelers Casualty and Surety Company of America, to provide bonding for Constance D. Allen, Receiver of Taxes and Assessments, and Karen L. Heim, Deputy Receiver of Taxes and Assessments and directs that this resolution and the bond be filed in the office of the Town Clerk.

Ayes: Smith, Knapp, Glossner, Saum, LaFay
Nays: None
Unanimously approved

END PERMISSIVE REFERENDUM

Supervisor Smith announced that the time for Permissive Referendum for the transfer of funds from the Highway Capital Reserve Fund to the Highway Road Repair Fund had passed.

SANITARY AND STORM WATER SEWER TRANSMISSION AGREEMENT
TOWN OF PITTSFORD AND TOWN OF PERINTON

Attorney Place said that, because the towns of Pittsford and Perinton are contiguous, there are areas of Pittsford which drain by gravity into Perinton sanitary and storm sewer systems. Perinton has accepted sewage and storm water from various Pittsford sewer districts since 1967. The Towns wish to continue these arrangements for the transmission of sanitary sewage from Pittsford through Perinton to the Irondequoit Interceptor Sewer and storm water drainage through the Perinton system to Irondequoit Creek. He asked the Board to approve the 2009 transmission agreement between the two towns.

A motion was made by Councilperson LaFay, seconded by Councilperson Saum, that the Supervisor be authorized to sign the following agreement:

SANITARY AND STORM WATER
SEWER TRANSMISSION AGREEMENT
TOWN OF PITTSFORD AND TOWN OF PERINTON

AGREEMENT made effective as of January 1, 2009, between the Town of Perinton ("Perinton"), a municipal corporation with its principal office at 1350 Turk Hill Road, Fairport, NY 14450, and the Town of Pittsford ("Pittsford"), a municipal corporation with its principal office at 11 South Main Street, Pittsford, NY 14534.

W I T N E S S E T H:

WHEREAS, the Town Board of Perinton acts as a Board of Commissioners for the Perinton Consolidated Sewer District No. 8 created in said Town, which has authority over both sanitary sewage and storm water drainage in said Town, and

WHEREAS, the Town Board of Pittsford acts as a Board of Commissioners for the Pittsford Sewer District, including the "Arlington Sewer District" and extensions thereto and has authority over both sanitary sewage and storm water drainage in said Town, and

WHEREAS, the west line of Perinton is also the east line of Pittsford, and

WHEREAS, certain areas of Pittsford drain by gravity toward Perinton sanitary sewers and storm water drainage collection systems and Perinton has accepted sewage and storm water from various Pittsford sewer districts since 1967 pursuant to successive written agreements between the parties herein, and

WHEREAS, the parties hereto desire to continue said arrangements for the transmission of sanitary sewage from Pittsford through Perinton to the Irondequoit Interceptor Sewer and of storm water drainage through the existing Perinton collection system to Irondequoit Creek, and the parties desire to arrange for an orderly process for inclusion of future Pittsford districts or extensions,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Perinton agrees to accept and transmit to the Irondequoit Interceptor Sewer of the Irondequoit Bay Pure Waters District all sanitary sewage coming from existing units set for in Schedule A attached hereto in Pittsford under the terms of this Agreement and to maintain and keep in repair those portions of the Perinton collection system within the boundaries of the Town of Perinton.
2. For making its collection system available to Pittsford and for maintaining and repairing the Perinton portion of the collection system Pittsford agrees to pay to Perinton, for the year 2009, the sum of \$11,778.86. The aforesaid annual charge will, from year to year, be increased or decreased, and payments shall be made, in accordance with the following procedures:

(a) By June 30th of each year, Pittsford will submit to Perinton, in writing, a revised count of the number of units that will flow through Perinton's system as of January 1st of the coming year, taking into consideration any units added or deleted. In the event that Pittsford does not so notify Perinton, the unit count shall remain the same.

(b) By August 31st of each year, Perinton will submit to Pittsford, in writing, the new, per unit, rate for use of the system, which shall not exceed the then existing combined rate in Perinton for 30% of its operation and maintenance charge and the full amount of Principal and Interest charged per sewer unit.

(c) The total to be paid by Pittsford for the applicable year shall be the total number of units, as referred to in paragraph "a" above, multiplied by the per unit rate, as referred to in paragraph "b" above.

(d) Perinton will send a payment statement to Pittsford on or about February 1st of each year and Pittsford shall make payment to Perinton within forty five (45) days of receipt of such statement

3. Perinton agrees to continue to accept and transmit through its separate storm water drainage system all storm water coming from those portions of Pittsford naturally draining to Perinton, which are presently using the said Perinton system.

4. Perinton will accept additional sanitary sewage and storm water drainage, subject to any capacity limitation of its existing drainage network.

5. Pittsford covenants, so long as it is using the Perinton sewage and drainage system, that:

(e) All provisions of the Sewer Use Ordinance, Sewer Rent Ordinance and Fee Law of Perinton, as modified, changed or amended from time to time, shall govern the use of Perinton sewers and the charges therefore, except as specifically referred to herein, or by any written amendments hereto.

(f) It will not add more sanitary and/or storm water sewer units to the Perinton sewage collection system without written notice to and prior approval of Perinton, which approval may be withheld if the addition would produce flow in excess of capacity, in which case Perinton will reject the addition, or will, upon Pittsford's agreement to pay for the same, arrange for capital construction to enlarge capacity at the sole cost to Pittsford.

6. This Agreement shall apply only to the Pittsford Arlington Sewer District and Extensions thereto which are listed in Schedule A attached hereto. No future extensions of this District or newly created Districts are to be served under this contract without the prior written consent of Perinton.

7. This Agreement shall remain in effect until December 31, 2018, provided, however that the terms of this Agreement are subject to the terms of an existing agreement between Perinton and the Irondequoit Bay Pure Waters District of the Monroe County Pure Waters Agency dated June 9, 1997. If said Pure Waters agreement is terminated prior to the termination date for this Agreement set forth above, for any reason whatsoever, this Agreement shall also be terminated as of that termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers and effective as of the day and year first above written.

Ayes: Smith, Knapp, Glossner, Saum, LaFay

Nays: None

Unanimously approved

PROJECT AMENDMENT
NYS ENVIRONMENTAL PROTECTION FUND GRANT
BUSHNELL'S BASIN REDEVELOPMENT PROJECT

Supervisor Smith said that the Town of Perinton is waiting for permits from the New York State Canal Corporation for the Bushnell's Basin project. The delay in receiving the permits has held up construction on the project, which was slated for completion in early 2009. The Town has asked for, and received, an extension of funding for the Bushnell's Basin redevelopment project from the NYS Environmental Protection Fund (EPF). He asked the Board for authorization to sign the grant amendment.

A motion was made by Councilperson Knapp, seconded by Councilperson Glossner, that the Supervisor be authorized to sign the amendment to the NYS EPF grant, extending the funding period from January 19, 2009 to March 31, 2010.

Ayes: Smith, Knapp, Glossner, Saum, LaFay
Nays: None
Unanimously approved

A motion was made by Councilperson Saum, seconded by Councilperson LaFay, that the reports from the Finance Director, Town Clerk and the Building Department for the month of October be approved.

Ayes: Smith, Knapp, Glossner, Saum, LaFay
Nays: None
Unanimously approved

Supervisor Smith asked if anyone wished to address the Board. Bill Wilcox, 361 Loud Road, spoke to the Board about his past concerns about historic buildings in Egypt and his ongoing concern about the deteriorating condition of the former Comstock plant in the Hamlet of Egypt.

Supervisor Smith said the Comstock building was under active review. The owners are working with the Historic Architecture Commission (HAC) to finalize plans for demolition of the east wing. If the building is not brought into compliance with Town Code the Town Board will review the conditions which exist, determine whether or not the building is safe and, if it is declared unsafe, schedule demolition of those parts which are unsafe.

Judy McNulty, 647 Thayer Road, expressed her support for Mr. Wilcox's view.

DPW Commissioner Beck said the owners are submitting a facade plan to the HAC.

There being no further business before the Board and no further questions from the audience, the meeting was adjourned at 8:30 pm.

Respectfully submitted,

Susan C. Roberts
Town Clerk