

PERINTON TOWN BOARD MEETING
1350 Turk Hill Road, Fairport, NY 14450
Monday, December 30, 2013

PRESENT:	James E. Smith	Supervisor
	Patricia S. Knapp	Councilperson
	Joseph H. LaFay	Councilperson
	Peg S. Havens	Councilperson
	Stephen C. Van Vreede	Councilperson

ALSO PRESENT: Robert Place, Esq., Town Attorney; Thomas C. Beck, Commissioner of Public Works; Jennifer A. West, Town Clerk; Debbie Brown, Deputy Town Clerk; Thomas Klonick, Town Justice; James Donahue, IT Director; Michael Doser, Director of Code Enforcement and Development; Jeffrey Myers, Commissioner of Recreation and Parks; Susan Frykholm, Deputy Tax Receiver; T.C. Lewis, Planning Board; Ciaran Hanna, Councilperson-Elect.

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

Councilperson Havens made a motion, seconded by Councilperson Van Vreede, that the minutes of the Town Board meeting of December 11, 2013 be approved as submitted by the Town Clerk.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

AMENDATORY AGREEMENT
TOWN OF PENFIELD AND TOWN OF PERINTON
SANITARY SEWER SERVICE – FELLOWS ROAD SEWER BASIN

DPW Commissioner Beck stated that the Town entered into an intermunicipal agreement with the Town of Penfield that allows them to transmit up to 106 sanitary sewer units from the Fellows Road area of Penfield into Perinton's sanitary sewer system. Penfield pays the Perinton Sewer District an annual fee that is 30% of its established Operation and Maintenance charge and 100% of its Principal and Interest charge, as well as a one-time entrance fee of \$600 per unit for each new connection to the sewer.

Commissioner Beck then stated that the limit of units to be accepted was set at 106 based upon single-family home estimated flow rates. The majority of the development that occurred in Penfield was townhomes, which produce less effluent than a single-family home. Commissioner Beck stated that a developer also approached the Town requesting that 19 additional units be considered for discharge to the Town's sewer system.

Commissioner Beck stated that the Intermunicipal agreement has been updated to include a total of 136 units from the drainage basin area in Penfield. The Town of Penfield will continue to pay the same amount as in the prior agreement plus a \$600 entrance fee for each additional unit that ties into the system. The second part of the agreement is that the developer has agreed to pay a one-time entrance fee to the Town of \$46,000.

Councilperson LaFay made a motion, seconded by Councilperson Knapp, that the amendment to the Intermunicipal agreement with the Town of Penfield be given a Negative Declaration under the New York State Environmental Quality Review Act (SEQR) because the amendment will in no way negatively affect the environment.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

Councilperson Havens made a motion, seconded by Councilperson Van Vreede to amend the Intermunicipal Agreement with the Town of Penfield as stated below:

AMENDATORY AGREEMENT, made this 30th day of December, 2013, between the Town Board of the Town of Penfield, Monroe County, New York, a municipal corporation with offices at 3100 Atlantic Avenue, Penfield, New York 14526, acting as a Board of Commissioners for Penfield Consolidated Sanitary Sewer District, (**Penfield**) and the Town Board of the Town of Perinton, Monroe County, New York, a municipal corporation with offices at 1350 Turk Hill Road, Fairport, New York 14450, acting as a Board of Commissioners for Perinton Consolidated Sewer District No. 8 (**Perinton**).

W I T N E S S E T H:

WHEREAS, **Perinton** and **Penfield** have executed an Agreement dated July 21, 2009, allowing the **Penfield** Sewer District to transmit up to 106 residential sewer units to the **Perinton** sewer system along Fellows Road, and

WHEREAS, this allowance was based on that portion of downstream sewer capacity that could reasonably be allocated to **Penfield**, as determined by **Perinton**, and.

WHEREAS; currently these 106 sewer units are allocated as outlined in Schedule A attached, and

WHEREAS; the current allocations include 17 sewer units for Section I of Ashlyn Rise Subdivision, and

WHEREAS; Costich Engineering has investigated and documented flow rates for the Arbor Ridge Townhome development and published a document entitled, Sewer Capacity Report for the Ashlyn Rise Subdivision dated June 11, 2013, and

WHEREAS; **Perinton** has reviewed the aforementioned report and concurs with its findings, and

WHEREAS; **Perinton** has measured sanitary sewer flow rates in the Arbor Ridge Townhome Development and found that the actual average sewer flow rates for the areas referenced under "Current Allocations" in Schedule A are less than those originally projected, and

WHEREAS; based upon this information **Perinton** has determined that sufficient capacity exists to accept flows from an additional 19 single family homes located in Ashlyn Rise, Section II, and

WHEREAS; after careful review and consideration of the data, **Perinton** shall expand the original Sanitary Sewer Agreement with **Penfield** to include an additional 19 units, and remove Unit Credit previously associated with Arbor Ridge III bringing the amended total to 136 units, pursuant to Schedule - A attached hereto.

NOW, THEREFORE, the parties hereto agree as follows:

1. Upon receipt of lump sum entrance fee from the developer of Ashlynn Rise II, mutually agreed upon by the Developer and **Perinton**, **Perinton** agrees to allow

up to a total of 136 sewer units, as displayed in Schedule A, to enter the *Perinton* system from the Fellows Road area of Penfield, which lies along and adjacent to Fellows Road from the Penfield / Perinton town line north to Penfield Road.

2. All other terms and conditions, including individual unit entrance fees, of the original 2009 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duty-authorized officers the day and year first above written.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously Approved

Councilperson Van Vreede made a motion, seconded by Councilperson LaFay to accept the \$46,000 one-time entrance fee from Michael Cavalcanti, the developer of Ashlyn Rise II, to allow him the ability to add 19 sewer units and to deposit this fee into the Sewer Bond and Note Fund.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously Approved

APPROVE CHANGES TO THE MEMBERSHIP OF THE BUSHNELL'S BASIN FIRE ASSOCIATION, INC

A motion was made by Councilperson Knapp, seconded by Councilperson LaFay, that the following changes in the membership of the Bushnell's Basin Fire Association, Inc. be approved:

Resident Active Firefighter To Non-Resident Active Firefighter	Mr. Scott Frederick 30 Phelps St. Apt. D Canandaigua, NY 14424
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Resident Active Firefighter To Inactive Firefighter	Mr. William F. Morris Jr. 21 Kings Lacey Way Fairport, NY 14450
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Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously Approved

APPROVE YEAR-END BUDGET ADJUSTMENTS AND TRANSFER OF FUNDS

The Board has a listing from Finance Director Spacher of minor account truing up required by the State and a memo from Supervisor Smith of various year-end transfers to Capital Reserve Funds including the establishment and funding of a new Information Technology Capital Reserve Fund.

Councilperson LaFay made a motion, seconded by Councilperson Van Vreede, that the 2013 budget amendments, encumbrances and interfund loans and transfers per the Finance Director's list as well as the following transfers to the Capital Reserve Funds be made:

Transfer \$300,000 from the General Fund to the Capital Reserve Fund for Building Maintenance.
Transfer \$65,000 from the General Fund to the Special Recreation Fund.
Establish an Information Technology Capital Reserve Fund and transfer \$50,000 to it.
Transfer \$1,230,000 from the Part-Town Fund to the Capital Reserve Fund for Road Repair.
Transfer \$285,000 from the Part-Town Fund to the Capital Reserve Fund for Sidewalks.
Transfer \$700,000 from the Part-Town Fund to the Capital Reserve Fund for Part-town DPW Equipment.
Transfer \$50,000 from the Part-Town Fund to the Part-Town Worker's Compensation Reserve Fund.
Transfer \$25,000 from the Sewer Fund to the Sewer Worker's Compensation Reserve Fund.
Transfer \$25,000 from the PVAC Fund to the PVAC Worker's Compensation Reserve Fund.
Transfer \$20,000 from the Bushnell's Basin Fire Department Fund to the Bushnell's Basin Fire District Worker's Compensation Reserve Fund.
Transfer \$20,000 from the Egypt Fire Department Fund to the Egypt Fire Department Worker's Compensation Reserve Fund.
Transfer \$50,000 from the Sewer Fund to the Sewer Equipment Capital Reserve Fund.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously Approved

APPROVE AMENDMENT TO PERSONNEL POLICY
4.04 – HEALTH INSURANCE

Supervisor Smith stated that the Board had a memo from him regarding an amendment to the Town Personnel Policy relating to Health Insurance. Supervisor Smith explained that the amendment acknowledges the change in the Town's percentage of co-payment of premium for pre-1999 employees from 90% to 87.5% for current employees and adds similar language for retirees. The policy has been reviewed and amended by Town staff and the proposed change is as follows:

HEALTH INSURANCE

POLICY 4.04

Policy:

To aid employees in covering the cost of medical care, the Town offers a health insurance program.

Provisions:

1. **HEALTH INSURANCE PROVIDER:** Each year the Town Selects an insurance plan as its base upon which to calculate its premium contribution. You may avail yourself of this plan or from time to time, there may be other plans available to you.
2. **ELIGIBILITY.** Full-time employees may enroll in a single contract or, if qualified, a sponsor or family contract providing hospitalization and major medical protection.
3. **COST.** To assist you with the escalating cost of health insurance, the Town pays 87½% of the cost of a single, sponsor or family contract for the plans which are specified by the Town each year for full-time employees whose hire date is on or before December 31, 1998. If your hire date is on or after January 1, 1999 the

Town will contribute 80% of the cost of these plans. You will be required to co-pay the remaining balance through payroll deduction. If you elect to join the High Deductible Health Plan (HDHP), the Town will contribute \$1,400 for employees eligible for single plan and \$3,000 for employees eligible for sponsor or family plan to the Health Savings Account (HSA) established in conjunction with that plan.

As a part of our benefits review process, the cost of health insurance is evaluated periodically and the ratio of employer/employee contribution is subject to change.

4. BUYOUT. If you are eligible, either as an employee or retiree under the age of 65, to receive health insurance from the Town, and you and your family choose to take health insurance from a group plan other than the Town of Perinton's, the Town will pay you \$3,000.00 (\$750.00 if you are eligible for a single plan) in recognition of the cost savings to the Town.

You must provide documentation that you and your family have insurance provided through another source. The \$3,000.00 (or \$750.00) will be allocated and paid evenly throughout the year in your payroll check and is taxable income to you. Should you lose coverage from the other provider, you may reenter the Town's plan at any time and the savings recognition will stop.

5. MEDICAL INSURANCE AT RETIREMENT.

A. Employees who:

1. Retire within the rules and regulations of the New York State Retirement System, and;
2. Are hired on or before December 31, 2010 and retire at or after age 55, and are credited with at least 15 years of consecutive service with the Town immediately preceding their date of retirement, or;
3. Are hired on or after January 1, 2011 and retire at or after age 62 and are credited with at least 20 years of consecutive service with the Town immediately preceding their date of retirement, and;
4. Are eligible to be covered with health insurance immediately prior to their retirement are entitled to the following post-retirement health insurance coverage with the Town paying a portion of the premium:
 - a. The health insurance coverage in effect on the date of their retirement will be continued until age 65 at which time coverage will be converted to a Medicare primary policy.
 - b. Such retirees who are married and covered by a family or two person policy on the date of their retirement will continue to have such coverage until the death, legal separation or divorce of their spouse, if such occurs prior to the retiree's death. Upon such prior death, legal separation or divorce of a spouse, the policy thereupon will revert permanently to a single coverage for the retiree only;
 - c. Such retirees who are married and covered by a family or two person policy on the date of their retirement, and who predecease their spouses after such retirement, are entitled to have their surviving spouse covered by a single policy until the death or remarriage of such surviving spouse.

- d. As a part of our benefits review process, the cost of health insurance is evaluated periodically and the ratio of employer/retiree contribution and the plans offered are subject to change.

- B. COST: The Town will assist eligible retirees in the same proportion as it does its eligible active employees for the plans for which they qualify. (i.e. Those under age 65 will receive the same policy options as active employees and those age 65 and over will receive a Medicare Supplemental Plan).

For those eligible retirees and dependents under age 65, the Town pays 87½% of the cost of a single, sponsor or family contract for the plans which are specified by the Town each year for eligible retirees whose hire date was on or before December 31, 1998. If your hire date was on or after January 1, 1999, the Town will contribute 80% of the cost of these plans. You will be required to co-pay the remaining balance. If you elect to join the High Deductible Health Plan (HDHP), the Town will contribute \$1,400 for employees eligible for a single plan and \$3,000 for employees eligible for a sponsor or family plan the Health Savings Account (HSA) established in conjunction with that plan.

For those eligible retirees and dependents age 65 and over, the Town pays 87½% of the cost of a single contract for the Medicare Supplemental Plan designated as the base plan for that year for eligible retirees whose hire date was on or before December 31, 1998. If your hire date was on or after January 1, 1999, the Town will contribute 80% of the cost of the plan.

As a part of our benefits review process, the cost of health insurance is evaluated periodically and the ratio of employer/retiree contribution and the plans offered are subject to change.

- C: Retirees who do not meet the service requirements in A.2 or A.3, but who meet the criterion of A.1 and A.4 above, may continue their coverage with the Town's group rates at their own expense. Surviving spouses as described in A.4.c. above are also eligible for these group rates.
5. MEDICAL INSURANCE COVERAGE AT TERMINATION. In accordance with the provisions of COBRA, you have the option of continuing your coverage through our plan for a period of 18 months or 36 months, depending upon the circumstances of your termination. To continue on our plan, you would need to pay the quarterly premiums plus a small administrative charge prior to each quarter. Refer to the COBRA policy for further information on benefits continuation.
 6. MEDICAL COVERAGE FOR SURVIVING DEPENDENTS. In the event of the death of an employee who is:
 1. Hired on or before December 31, 2010 and is credited with at least 15 years of consecutive service, and is 55 years of age or older, or;
 2. Hired on or after January 1, 2011 and is credited with at least 20 years of consecutive service, and is 62 years of age or older, and;
 3. Eligible to retire in accordance with the rules and regulations of the New York State Employees Retirement System, and
 4. Eligible to be covered by the Town's health insurance at the time of death,then, such employee shall be entitled to have his/her surviving spouse receive the following health insurance coverage at the Town's expense:
 - A. The health insurance coverage in effect on the date of the employee's death will be continued with the same premium co-payments.

- B. The surviving spouse will be covered by a single, two-person, or family policy depending upon the number of dependent children (as defined by the insurance provider) until the death or remarriage of the surviving spouse.
- C. Should the surviving spouse die before remarriage and while any surviving children are still eligible for dependent coverage the Town shall provide each child with a single policy until they reach such an age that they would no longer be eligible to be considered dependents under the Town's health plan.
- D. As a part of our benefits review process, the cost of health insurance is evaluated periodically and the ratio of employer/survivor contribution and the plans offered are subject to change.

This is intended as a brief introduction to the Health Insurance Plan. A more thorough explanation of the plan is contained in the actual plan documents and insurance policy available from the Payroll Department.

Councilperson Havens made a motion, seconded by Councilperson LaFay to amend the Town Personnel Policy 4.04 regarding Health Insurance as outlined above.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

AUTHORIZE DECLARATION OF SURPLUS COMPUTER EQUIPMENT

Supervisor Smith stated that the Town Board has a memo from Mr. Donahue in the Information Technology Office listing a page of computer components such as monitors, printers, servers and computers, which are obsolete. They must be declared surplus in order to be discarded, recycled or to be taken to auction.

A motion was made by Councilperson Van Vreede, seconded by Councilperson Knapp, that the computer equipment documented in the Town Board memo be declared surplus so that it may be discarded, recycled or sold at auction.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

APPROVE REVISED WASTE MANAGEMENT CONTRACT

Supervisor Smith explained that he; Town Attorney Place and Commissioner Beck have been in discussion with Waste Management officials regarding revisions to the Waste Management Contract for the High Acres Landfill. The contract is a five-year contract which sets forth the terms under which they operate and the amount of monies and other benefits that accrue to the Town as a result of High Acres being located in the Town of Perinton.

Councilperson Van Vreede made a motion, seconded by Councilperson Havens, that the revision to the agreement with Waste Management be given a Negative Declaration under the New York State Environmental Quality Review Act (SEQR) because the revision will in no way negatively affect the environment.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

Councilperson Knapp made a motion, seconded by Councilperson LaFay to approve the new, revised five-year contract with Waste Management as outlined in Supervisor Smith's memo to the Town Board.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

AUDIT APPROVAL

A motion was made by Councilperson LaFay, seconded by Councilperson Van Vreede that Audit #13 for December 2013 be approved for the Town of Perinton, pursuant to Town Law, and the Town Clerk presented duly verified bills as follows:

DECEMBER AUDIT 2

General Fund	111,880.89
Town Outside of Village	220,444.80
Recreation	88,498.98
Highway General Repair	39,043.48
Highway Snow & Miscellaneous	199,536.69
Joint Sewer	12,494.12
Perinton Ambulance Dist	8,425.00
B Basin Fire Protect Dist	21,095.97
Egypt Fire Protect Dist	21,955.10
Indian Valley Sewer Project	<u>61,486.65</u>
	\$784,861.68 Total

The above items were numbers 92294-92384 .

DECEMBER MANUAL 1

General Fund	5,961.44
Recreation	8,946.62
Joint Sewer	857.60
Midlands Lighting Dist	414.33
Lake Lacoma Dist	15.55
Deer Run Lighting Dist	803.02
Misty Meadows Lighting Dist	<u>112.78</u>
	\$17,575.53Total

The above items were numbers 92276-92280.

Ayes: Smith, Knapp, LaFay, Havens, Van Vreede
Nays: None
Unanimously approved

Councilperson Knapp addressed the Board, Staff and Audience and said that she has been honored to serve the Town of Perinton and expressed her appreciation to all. She vowed that she is "not going away" and is available to all who need her help.

Supervisor Smith reflected on his tenure as Town Supervisor and stated that he has chaired over 700 Town Board meetings. He thanked his fellow Town Board members, Town employees, staff, volunteer board members past and present and the involved citizens of "this great community for your support, guidance and assistance in

working together to make Perinton the unique and wonderful Town that it has become.”
Supervisor Smith stated that he, too, is truly honored to have served.

There being no further business before the Board and no further questions from the audience, the meeting was adjourned at 8:15 pm.

Respectfully submitted,

Jennifer A. West
Town Clerk