

**December 18, 2014: Village Board Meeting**  
**Minutes of Regular Meeting Sodus Point Village Board**

Mayor Tertinek called the regular meeting to order at 7:00 PM and led the Pledge of Allegiance.

Present: Mayor Tertinek , CEO Hendrikse, Officer Knutowicz, Trustee Quinn, Trustee Kallusch, Attorney Williams, Trustee Eckberg, and Superintendent Hopkins

Public: Approx. 1

Absent: Deputy Mayor Kennedy arrived at 8:20pm.

**MOTION** by Trustee Quinn and seconded by Trustee Eckberg to approve the minutes of the November 20, 2014 regular meeting.

Motion carried all voting aye.

**MOTION** by Trustee Kallusch and seconded by Trustee Quinn to approve the minutes of the December 1, 2014 organizational meeting.

Motion carried all voting aye.

**Reports were given as follows:**

Mayor Tertinek – Water and Highway Report

Deputy Mayor Kennedy – na

Trustee Quinn- Wastewater Report

Trustee Kallusch- Fire Report

**MOTION** by Trustee Kallusch and seconded by Trustee Quinn to approve the following Sodus Point Fire Dept. officers for 2015

Chief - Mark Jones Jr.

First Assistant- Anthony Hollenbrandt

Second Assistant – Mike Perce

Third Assistant – Matt Scott

Engine Captain – Jason Knapp

Hose Captain – Chuck Sergent

Water Rescue Captain – Tim Dostman

President – Mark Jones Sr.

Vice President – Kris Shirtz

Secretary – Kari Graham

Treasurer – Tim Jones

Property – Cole Lancaster

Motion carried all voting aye.

Trustee Kallusch commented that the Ambulance bay is having blown in insulation by MIG.

Also he is trying to locate a manual from OSHA and NFPA which would have all the regulations required by Fire and Ambulance Departments. CEO Hendrikse offered that he can get Trustee Kallusch an NFPA manual.

Trustee Eckberg- Community Center and Ambulance Report

Superintendent Hopkins – Superintendent Report

CEO Hendrikse – Building Inspector Report

Officer Knutowicz – Police Report

**Public Comments:**

No public comment.

**Old Business:**

- A. Mayor Tertinek and Trustee Quinn attended the meeting on November 25<sup>th</sup>, 2014 at the Wayne County Board of Supervisors Offices regarding the Property Tax Freeze Credit Program for all municipalities. They provided a copy of the power point presentation given at the meeting. The understanding from this meeting is that the Village of Sodus Point will have to only stay within the tax cap for the first year and then in year two stay within the tax cap and prove a 1% savings using a government efficiency or shared services plan.

\*The law anticipates (but does not require) counties will take the lead in formulating and implementing shared services/government efficiency plans across municipalities.

\*A municipality can only participate in one government efficiency plan.

\*Requires the State Budget Director to consider existing shared services or government efficiency plans already in place when evaluating these "1%" plans (if implemented the first day of the fiscal year beginning 2012).

**MOTION** by Trustee Kallusch and Trustee Quinn that the Village of Sodus Point Board is in agreement to participate in the Property Tax Freeze Program individually. The Village will not join with the Town or County joint plan.

Motion carried all voting aye.

**New Business:**

- A. Mayor Tertinek discussed the fact that the Highway Telehandler is in need of some expensive repairs. Empire Tractor estimated the repairs to cost around \$17,000. The board members discussed whether or not this piece of equipment was a necessity to the Highway function. Trustee Kallusch and Trustee Eckberg were interested in finding out the amount we would receive on a trade-in. The amount of a new Telehandler would be approximately \$90,000.

**MOTION** by Trustee Eckberg and seconded by Trustee Quinn to approve the repairs to be done on the Telehandler through Empire Tractor.

Motion carried all voting aye.

- B. The Wastewater plant lift stations software and computer is in need of upgrades. Colacino Industries quoted two different options. The proposal includes the Village of Sodus Point switching from Verizon CDMA Data Plan to Colacino Supplied CDMA Data Plan for 16 sites. The Village Board still had too many unanswered questions and an uneasy feeling about switching services without having more of a background and services success verification done on Colacino Industries.

The Village Board decided to table any decision at this time.

- C. Silver Waters applied for a DCJS grant and was approved to receive \$15,000 toward equipment. The Ambulance department would like to purchase a LUCAS Chest Compression System from Physio Control in the amount of \$14,359.05. The additional expense would be if the Village Board decided to go with the extended 3yr warranty for \$4,278.00. Trustee Kallusch said that Silver Waters would contribute 1/3 of the warranty price. Trustee Eckberg wondered if the extended warranty could be a decision made at a later date. Trustee Kallusch was going to ask when we have to make that choice.

**MOTION** by Trustee Eckberg and seconded by Trustee Quinn to approve the purchase of the LUCAS Chest Compression System to be submitted under the DCJS grant process. The Board will make a decision on the extended warranty at the January 15, 2015 board meeting.

Motion carried all voting aye.

D. Mayor Tertinek updated the Board on the group of Supervisors/Mayors along the shoreline consistent opposition to Plan 2014. Mayor Tertinek joined the opposition Plan 2014 group to visit Albany and met with Basil Seggos, NYS Deputy Secretary for the Environment. Mayor Tertinek feels that there is still a large amount of the community uninformed or not informed about the Plan. He came up with a tri fold informational pamphlet to mail out to all of the water and sewer accounts in the Village. The pamphlet will be mailed out at the same time as the water and sewer bills.

E. **2014-12A Resolution** motion by Trustee Eckberg and seconded by Trustee Kallusch to approve the following

Wayne County Multi-Jurisdictional Municipal Shared Services Agreement

This Agreement is entered into by The Village of Sodus Point which has, by executing this Agreement, manifested its intent to participate in an Intra county Program for Shared Services, hereinafter entitled the “Wayne County Multi-Jurisdictional Municipal Shared Services Agreement (“Agreement”); and

WHEREAS, Article 5-G of the State of New York General Municipal Law authorizes units of local government to contract or otherwise associate and cooperate among themselves the performance of certain functions in a manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the Constitution of the State of New York may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 1199-ee of the Public Authorities Law authorizes Public Authorities to enter into Mutual Aid and Shared Services Agreements; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in shared services activities conducted under the Wayne County Multi-Jurisdictional Municipal Shared Services Agreement. Parties may voluntarily agree to participate with public works, enforcement, and any other municipal agencies, related agencies including, but not limited to; local municipal public works departments, special districts, highway departments, public water agencies, public wastewater agencies, code enforcement, fire inspection, building inspection, animal control, or any other governmental entity or public authority that performs a valid function through this Agreement if such a program were established; and

WHEREAS, the Parties hereto are units of local government or public authorities located within and around Wayne County as defined by the Constitution of the State of New York; and

WHEREAS, the Parties recognize the potential for cost savings by maximizing the effective utilization of both parties’ resources; and

WHEREAS, the Parties of this Agreement wish to provide shared services to one another where possible;

NOW THEREFORE, BE IT RESOLVED by the Sodus Point Village Board of Trustees that the Village of Sodus Point adopts the Wayne County Multi-Jurisdictional Municipal Shared Services Agreement, and resolves to execute the actions in the Agreement  
Resolution adopted all voting aye.

**2014-12B Resolution** motion by Trustee Eckberg and seconded by Trustee Quinn to enter into the Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement  
This Agreement is entered into by The Village of Sodus Point  
which has, by executing this Agreement, manifested its intent to participate in an Intracounty Program for Mutual Aid and Assistance, hereinafter entitled the “Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement” (“Agreement”); and

WHEREAS, Article 2-B of the State of New York Executive Law authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the Constitution of the State of New York may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, §25 of Article 2-B of the New York State Executive Law provides that upon the receipt of a request for assistance made pursuant to Executive Law §25 (2) or (3), the chief executive of any political subdivision may give, lend or lease on such terms and conditions as he may deem necessary to promote the public welfare and protect the interests of such political subdivision, any services, equipment, facilities, supplies or other resources of his political subdivision for the purpose of assisting a political subdivision in emergency relief, reconstruction, or rehabilitation made necessary by a disaster; and

WHEREAS, Article 2-B of the State of New York Executive Law, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, Section 1199-ee of the Public Authorities Law authorizes Public Authorities to enter into Mutual Aid and Shared Services Agreements;

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement and the Interstate Emergency Management Assistance

Compact (EMAC). Parties may voluntarily agree to participate with public works, enforcement, and any other municipal agencies, related agencies including, but not

limited to; local municipal public works departments, special districts, highway departments, public water agencies, public wastewater agencies, code enforcement, fire inspection, building inspection, animal control, or any other governmental entity or public authority that performs a valid function through this Agreement if such a program were established; and

WHEREAS, the Parties hereto are units of local government or public authorities located within and around Wayne County as defined by the Constitution of the State of New York; and Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement 2012 Rev 5 2

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or other emergencies;

NOW THEREFORE, BE IT RESOLVED by the Sodus Point Village Board of Trustees that the Village of Sodus Point adopts the Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement, and resolves to execute the actions in the Agreement.

Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement, which has, by executing this Agreement, manifested its intent to participate in an Intra County Program for Mutual Aid and Assistance, hereinafter entitled the "Wayne County Multi-Jurisdictional Municipal Mutual Aid Agreement. The full agreement will be filed in the Village office.

Resolution adopted all voting aye.

**F. MOTION** by Trustee Kallusch and seconded by Trustee Quinn to approve and sign the 2015 Fire Contract Agreement with the Town of Sodus. The Town shall pay to the District (Village of Sodus Point) for such fire protection the sum of \$37,100 for the year 2015.

Motion carried all voting aye.

**G.** Mayor Tertinek has been working with Lindsey Gertenslager from Wayne County Soil and Water to apply for a grant to help with the cost of work to be done on Wickham Blvd. The erosion has become a danger to the water and sewer lines along that road. The Village of Sodus Point grant application was accepted for the amount of \$25,000 which will be about half of the project. The work will begin Spring of 2015.

**Treasurer:**

**MOTION** by Trustee Quinn and seconded by Trustee Kallusch to approve payment of claims 12-1 through 12-43 for a total of \$145,938.99; General/Highway \$109,721.16; Water \$10,909.07; Wastewater \$25,308.76; Motion carried, all voting aye.

Water and Sewer bills will be mailed out the end of December due by January 31, 2015.

**Other Business:**

The Village will hold a workshop on Monday January 12<sup>th</sup> 2015 at 4:00pm.

**MOTION** by Trustee Eckberg and seconded by Trustee Quinn to adjourn the regular Board meeting at 8:26PM.

Motion carried, all voting aye.

Next scheduled regular Board meeting, Thursday, January 15th, 2015 at 7:00 PM.

Tracy Durham Clerk-Treasurer