

**Village Board Workshop Meeting
December 20, 2017
Agenda**

Public Hearing (4:30 p.m.) - Introductory Local Law 6-2017 “A Local Law to Amend Section 285-10 of the Village of Spencerport Code”.

BI/CEO (4:30 p.m.-Patrick Smith/Rich McQuilkin)

Attorney (5:00 p.m. -E. Stowe)

General Discussion

Bridge Abutments Façade Project – Terri Weurth
Strategic Plan - Update

Resolution 12/2017

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves Local Law 7 of the year 2017

A local law to amend Section 285-10 of the Village of Spencerport Code. Be it enacted by the Board of Trustees of the Village of Spencerport as follows:

Section 1: Title

This Local Law shall be known as “A Local Law to Amend Section 285-10 of the Village of Spencerport Code”.

Section 2: Legislative Intent

(a) The Village Board of Trustees recognizes that recent legislation amending the Real Property Law Section 458-b allows for a municipality to remove the ten year expiration on the Cold War Veterans Exemption previously called for in Real Property Law Section 458-b. The Village Board of Trustees further recognizes the service of our veterans during the Cold War and desires to remove the expiration of said Exemption.

Section 3: Authority

This Local Law is adopted pursuant to the applicable provisions of the Village Law, the Municipal Home Rule Law and Section 458-b of the Real Property Tax Law of the State of New York.

Section 4: Amendment to Village Code

Section 285-10 of the Village Code of the Village of Spencerport is hereby amended to add subsection “D”. Subsection “D” shall read as follows: The exemption authorized by this section shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners. No other time limitation shall apply to this exemption.

Section 5: Severability

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgement shall have been ordered.

Section 6: Repealer

All other ordinances or local laws of the Village of Spencerport which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect during its effective period.

Section 7: Effective Date

This Local Law shall become effective upon filing in the office of the New York State Secretary of State.

Vote of the Board:

Carol J. Nellis-Ewell, Deputy Mayor
Charles R. Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee
Gary Penders, Mayor

Resolution 12/2017

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby authorizes the Mayor to sign the Inter-Municipal Agreement with the Town of Ogden to receive and store timber for the purposes of chipping the materials at no costs to the Town of Ogden. This agreement will be for a term of five (5) years.

Vote of the Board:

Carol J. Nellis-Ewell, Deputy Mayor
Charles R. Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee
Gary Penders, Mayor

Intermunicipal Agreement

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF OGDEN, NEW YORK AND THE VILLAGE OF SPENCERPORT, NEW YORK, RELATIVE TO DISPOSAL OF TIMBER REFUSE.

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, between the Town of Ogden a municipal subdivision of the State of New York, situate in Monroe County with office at 269 Ogden Center Road, Spencerport, New York 14559, and the Village of Spencerport, a municipal subdivision of the State of New York situate in Monroe County, with offices at 27 West Avenue, Spencerport, New York 14559.

WITNESSETH:

WHEREAS, the Town of Ogden currently has facilities and capability to receive and store timber refuse and to provide for the chipping of said refuse at no cost to the Town of Ogden; and

WHEREAS, said refuse is routinely collected by the Village of Spencerport, from its residents and the Village does not have capacity to store or chip said refuse; and

WHEREAS, the Village of Spencerport is desirous of contracting with the Town of Ogden for the purpose of obtaining such services from the Town of Ogden, and

WHEREAS, the Town of Ogden is desirous of the by-products of said timber refuse.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Village of Spencerport and Town of Ogden, as follows:

1. Scope of Services: The Town of Ogden hereby agrees to receive and dispose of all timber refuse that the Village of Spencerport may desire to dispose of with the Town of Ogden, subject to the following provisions:
 - a. The Village of Spencerport shall be responsible for the collection of all timber refuse within its jurisdictional limits.
 - b. The Village of Spencerport shall be responsible for transporting said timber refuse to a location determined by the Town of Ogden, within the Town of Ogden.

- c. The Village of Spencerport shall be responsible for unloading said timber refuse and no employees of the Town of Ogden shall be utilized for any purpose.
 - d. The Town of Ogden, upon receipt of said timber refuse shall have the exclusive right and obligation to dispose of said timber refuse and to determine the appropriate use of said timber refuse.
 - e. The Village of Spencerport shall furnish to the Town of Ogden a monthly report detailing the amount of timber refuse, in cubic yards, delivered by the Village of Spencerport to the Town of Ogden for the preceding month.
2. Insurance, Maintenance, Security: The Village of Spencerport does hereby agree to have in effect and to maintain an insurance policy, naming the Town of Ogden as an additional insured for said purpose.
3. Indemnification:
- a. The Village of Spencerport does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Ogden against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Ogden hereto may or shall be liable by reason of the Village of Spencerport use of the rights granted herein.
 - b. The Town of Ogden does hereby covenant and agree to indemnify and keep indemnified and save harmless the Village of Spencerport against claim for any loss, injury, death and/or damage and against any claim for compensation of which the Village of Spencerport hereto may or shall be liable by reason of its action in the performance and completion of this contract.
4. Authority for Execution on Behalf of the Village of Spencerport: The Mayor of the Village of Spencerport has executed this Agreement pursuant to a resolution adopted by the Board of Trustees of the Village of Spencerport, at a meeting thereof held on December 20, 2017. Mayor Gary Penders, whose signature appears hereafter is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village of Spencerport. If this instrument shall be executed in duplicate, at least one copy shall be permanently filed, after execution thereof, in the office of the Clerk of the Village of Spencerport, New York.

5. Authority for Execution of Behalf of the Town of Ogden: The Supervisor of the Town of Ogden has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Ogden, at a meeting thereof held on _____. Supervisor Gay Lenhard, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Ogden. If this instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town of Ogden Clerk.
6. Notices: any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

Mayor, Village of Spencerport

Gary Penders
27 West Avenue
Spencerport, New York 14559

Supervisor, Town of Ogden

Gay Lenhard
269 Ogden Center Road
Spencerport, New York 14559

7. Modification: This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
8. Term: This agreement shall be in effect from January 1, 2018 through December 31, 2022. Further, this agreement shall be terminated upon thirty days written notice of either party, indicating their desire to terminate said agreement.
9. Definition: The term timber refuse shall be defined as trees and brush, but specifically excluding stumps, generated from both residential and commercial uses and discarded for collection by the Village of Spencerport

IN WITNESS WHEREOF, the Village of Spencerport, New York has caused its corporate seal to be affixed hereto and these presents to be signed by Gary Penders, Mayor, duly authorized to do so, and the Supervisor of the Town of

Ogden has caused its corporate seal to be affixed hereto, on the day and year first above written.

Village of Spencerport
By: Gary Penders, Mayor

Town of Ogden
By: Gay Lenhard, Supervisor