

HOPEWELL TOWN BOARD MEETING

March 02, 2022

AGENDA

1. Call Meeting To Order – Salute to the Flag

2. Approval of 02/16/22 Board Meeting Minutes

3. Privilege of the Floor

- a. Ellen Polimeni and Doug Merrill - Canandaigua Lake Watershed Association

4. Communications and Reports

- a. Eastern Shore Statement of Values and Vehicle Schedule
- b. Charter Communications 2021 Franchise Fee
- c. Bene-Care Annual Employment Law Update
- d. Hopewell Volunteer Fire Department, Inc. 2021 Financial Statements
- e. Cornell Cooperative Extension – Inside Dirt
- f. Canandaigua Lake Watershed Association – The Lake Reporter

5. Old Business

- a. Town Officials
 - Town Clerk
 - Highway Superintendent
 - Code Enforcement Officer
 - a. Resolution #5-2022 Mutual Aid Agreement for Code Enforcement Services between Town of Naples, Village of Naples and Town of Hopewell
 - b. Public Hearing Notice for Amending Portion of Zoning District Map
 - Water Superintendent
 - a. Chosen Spot Brewing Device Testing Status
 - Supervisor
 - a. LNB Truck Loan Closing on 03/08/22
 - b. Fiscal Audit 2021 Status

6. New Business

- a. Town Officials Monthly Reports
 - Town Clerk
 - Highway Superintendent
 - Code Enforcement Officer

- Water Superintendent
- Supervisor
 - a. Recommendation of Appointment of Duane LaPlant to Ontario County Planning Board

7. Privilege of the Floor

8. Adjournment – Next Meeting March 16, 2022 at 7:00 PM

RESOLUTION #5-2022
MUTUAL AID AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN:
TOWN OF NAPLES
VILLAGE OF NAPLES
TOWN OF HOPEWELL

THIS INTER-MUNICIPAL AGREEMENT (this "Agreement") is made by and between the TOWN AND VILLAGE OF NAPLES both being a municipal corporation of the State of New York, having an offices and place of business at 106 South Main Street Naples, NY 14512 (hereinafter referred to as "Naples") and the TOWN OF HOPEWELL a municipal corporation of the State of New York, having an office and place of business at 2716 County Road 47 Canandaigua, NY 14424 (hereinafter referred to as the "Hopewell"). Naples and Hopewell are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, Pursuant to General Municipal Law 119-o, local governments are authorized to enter into municipal cooperation agreements to share resources in the performance of their respective functions, and

WHEREAS, It has been proposed that Naples and Hopewell within Ontario County enter into a "mutual aid" agreement for Code Enforcement inspections and emergency response.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Purpose The purpose of this Agreement is to allow Naples and Hopewell Code Enforcement Departments to assist one another when **covering vacations, medical leave, and or any emergency requests required to meet temporary demands for the departments**. This mutual aid program shall not be used to establish long term or permanent exchanges or assumption of permanent obligations relating to any function performed by the parties.

2. Mutual Aid Review Committee There shall be a mutual aid review committee consisting of the Naples (Town and Village) and Hopewell Code Enforcement Officials and the Chief Elective Official from each Naples (Town and Village) and Hopewell.

The mutual aid review committee shall meet at least once annually to review the terms of this Agreement and the effectiveness of the mutual aid program during the prior year. The committee shall also plan to periodically notify all parties to this Agreement of additions and withdrawals from the list of participating municipalities.

3. Designation of Coordinators Naples (Town and Village) and Hopewell shall designate one or more coordinators ("Designated Coordinators") who shall be authorized to request or render mutual aid assistance. The Code Enforcement Officials for Naples and Hopewell shall serve as the town's designated coordinators. All coordinators shall request or render mutual aid assistance within the parameters established by their municipality's governing body.

4. Services The parties, by this Agreement, grant unto its respective Code Official and/or its designated coordinator the authority to enter into any shared service arrangements with the other subject to the following terms and conditions:

a. The parties agree to rent, exchange, or borrow from the other all manpower and equipment, which it may need for its purposes as determined by their Designated Coordinator. The value of the materials or supplies borrowed from one another under this Agreement must be returned in the form of similar types and amounts of manpower and equipment or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Designated Coordinators.

b. The parties agree to provide public fire and safety services to the other. The determination as to whether such services are available shall be made by the assisting party. In the event the Designated Coordinator determines that it will be in its best interests to lend services to the other party, the Designated Coordinator is hereby authorized to lend such services to the other party. The value of such services must be returned by the borrowing party in the form of similar types and amounts of services of equal value, to be determined by the respective Designated Coordinators.

c. The assisting party reserves the right to refuse or withdraw assistance at any time.

d. It is the intention of the parties that no payment shall be made in return for services rendered or equipment provided hereunder. Rather, the consideration running to each party hereunder shall be the availability of such services, equipment, and materials. However, each party shall keep daily logs for such activities for the sole purpose of verifying participation in a mutual aid activity.

e. Employees of the assisting party hereunder shall be deemed to be performing services for the assisting party and shall be paid in accordance with the assisting party's practices.

f. Each party shall remain fully responsible for its own employees, including but not limited to salary, benefits, insurances and workers compensation.

g. Notwithstanding any other provision(s) in this Agreement, there may be occasions where a party wishes to pay for materials, machinery, equipment, or services from another party. the value of such materials, machinery, equipment, or services shall be agreed upon between the Designated Coordinators of the parties and shall be set forth in a written memorandum and properly signed by each party.

h. In the event machinery or equipment being operated or used by an employee of the owning party is damaged or otherwise in need of repair while working for another party, the party owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting party, such party shall be responsible for such repairs. The lending party shall be liable for any negligent acts resulting from activities of its employee(s), and/or its operation of machinery/equipment by its own operator. The borrowing, receiving or renting party shall be liable for any negligent acts or omissions resulting from activities or omissions of its employee(s), and or its operation of machinery/equipment by its own operator(s) regardless of whether the machinery/equipment is owned by the lending party. In the event any damages arise out of the fault of a 3rd party, the borrowing, receiving, or renting party shall be responsible for repair/replacement and/or provide substitute machinery/equipment.

5. Mutual Defense and Indemnification The parties agree that except for the amount, if any, of damage contributed to, caused by or resulting from the other party, the party shall defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the party or third parties under the direction or control of the party. The duty to defend hereunder shall be triggered immediately upon notice to the party by the other party of the other party's receipt of a Notice of Claim, service of process or other demand or claim.

6. Statutory Compliance All parties shall perform in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference.

7. Amendments No waiver, modification, or amendments of the Agreement or any part thereof shall be valid unless in writing and approved by the parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

8. Term This Agreement will commence for five years starting on the date last signed below. At the termination of this Agreement, the parties may extend or renew this Agreement by a writing properly signed by each of the parties for another five-year period.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates written below.

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____

Chief Elected Officer

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____

Chief Elected Officer

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Chief Elected Officer

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Code Enforcement Official

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Code Enforcement Official

Printed Name _____

Date _____

I have been a Hopewell resident since 1996 when my wife and I built the home in which I still reside. Our two adult children, Matthew and Natalia, both currently live in the area.

I was raised in a blue collar family in the Rochester area. My father and brothers worked in heavy equipment operation, construction and the trades. I have been privileged to have gained much knowledge about those industries from working alongside them on various projects.

My early adult career began as a materials handler/truck driver and I later became a tractor trailer driver. Currently, I drive school bus for special needs children for the Victor school district part-time.

My hobbies consist of riding my motorcycle, boating, hunting, and a little bit of fishing. I volunteer at Foodlink at the Wellspring Church location.

Duane LaPlant

3905 Ste Rte 488

Canandaigua, NY

A handwritten signature in dark ink, appearing to read "Duane LaPlant", written in a cursive style.