

August 18, 2025

Present: Mayor Ernest Corino
Trustee Sharon Trimm
Trustee Ron Langdon
Barb Langdon
Ellie Shannon
Brad Hixson
Lee Rush
Kim Porter
Debbie Herendeen & Rich Herendeen
Martha Doody
Fred Mink
Matt Schaertl
Stephani Hutson
Tracy Kraft
Brent & Anna Stratton
James Stratton
Jody & Jill Pagorek
Lisa Spencer
Amy Alexander, Recording Clerk

Mayor Corino opened the Village Board Meeting order at 6:00 P.M.

The Pledge of Allegiance was recited.

The minutes of the previous meeting were prepared beforehand by the Village Clerk-Treasurer and on motion by Trustee Langdon, seconded by Trustee Trimm, voted and carried unanimously to accept as prepared and placed on file. Motion was made by Trustee Langdon, seconded by Trustee Trimm, voted and carried unanimously to accept the July 2025 Trial Balance (Edmunds), Bank Statement (CNB), Revenue/Expenditure Analysis (Edmunds).

Motion was made by Trustee Trimm, seconded by Trustee Langdon, voted and carried unanimously to audit and approve the following bills for payment and all budget transfers:

08/18/2025	Abstract #3	\$ 7,590.88(#12553)
	Sewer	\$7,590.88
	Abstract #3a	\$196,028.97 (#12554-12598)
	General	\$164,824.41
	Water	\$3,926.50
	Sewer	\$27,278.06
	Abstract #3b	\$4,825.49 (#12599-12600)
	General	\$4,825.49

Board Items:

DPW report and updates were given by Trustee Langdon. Updates included two water shut offs fixed, multiple catch basins jetted, maintenance on mowers (blades & oil), ruts by outlet filled in, repaired sidewalk and gutters on Terrace Place, cleared out behind tennis courts, dug out 10 catch basins, pressure washed fence along baseball field and Water Street, filled in stump on Shirley St, preparing for sidewalks (inventory and cleaning of forms), replaced multiple water meters, and cleared island of overgrowth.

James Stratton (Boy Scouts), wanted verification that the Boy Scouts are all set to install Storybook Walk.

Location presented and flagged along the sidewalk starting at Budd Park parking lot is agreed upon by all board members. Holes will be dug as soon as possible by village crew.

Matt Schaertl (Chamber of Commerce), stated that they would like for the end of this year's tractor parade to end on Water Street. The ending would include judging and possibly fire pits for smores. The Chamber of Commerce is asking for the event insurance requirement to be waived. The Chamber of Commerce will submit the details of the event to the village for review. The date of this year's parade is scheduled for the Saturday before Thanksgiving.

Brad Hixson questioned the board about whether or not there are plans to maintain it or fill it in. Mr. Hixson was informed that algae balls have been purchased. Kyle Jackson had previously been told that Matt Schaertl was going to maintain the pond. Since that is not happening, board members suggested that the village crew can talk to Mr. Schaertl for suggestions on its maintenance. Mr. Hixson also mentioned that there are sidewalks he believes are trip hazards that don't appear to be on this year's replacement list. Mayor Corino noted the locations and is going to look into this.

Lee Rush spoke to the board regarding an Airbnb operating on Terrace Place. Mr. Rush researched about short-term rentals and is submitted the Local Law from the Town of Farmington titled Rentals Short-Term Residential Regulations for their review. Mr. Rush asked that each member of the board review it and would like for the Village of Shortsville to implement similar regulations.

Jody Pagorek thanked the village for having a dead tree taken down but states that the seed that was put down is not growing. Mr. Pagorek also stated that someone trimmed the cedar tree on the corner of his lot and is not pleased that they did not ask first. Mr. Pagorek is asking that Kyle Jackson speak with him.

Trustee Langdon made a motion, seconded by Trustee Trimm, voted and carried unanimously to adopt the following:

INTERMUNICIPAL COOPERATION AGREEMENT

THE TOWN OF MANCHESTER, a municipal corporation of the State of New York, having its main office at 1272 County Road 7, Clifton Springs, New York 14432, (hereinafter referred to as "Manchester"), and

THE VILLAGE OF SHORTSVILLE, a municipal corporation of the State of New York, having its main office at 6 East Main Street, Shortsville, New York, 14548 (hereinafter referred to as "Shortsville").

WHEREAS, Shortsville desires to obtain the services of Manchester's Water Superintendent and Deputy Water Superintendent to assist Shortsville's Public Works Department by monitoring Shortsville's water system and making repairs to Shortsville's water system, as needed; and

WHEREAS, Manchester employs a full-time Water Superintendent and Deputy Water Superintendent for the water system that Manchester, and its water districts, own, operate and maintain within the Town of Manchester; and

WHEREAS, Manchester is willing to provide the services of its Water Superintendent and Deputy Water Superintendent to Shortsville for the consideration and on the terms herein provided; and

WHEREAS, the parties desire to enter into an intermunicipal cooperation agreement pursuant to Article 5-G of the General Municipal Law to effectuate the purposes hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: Manchester shall furnish its Water Superintendent and Deputy Water Superintendent to Shortsville for an average of four (4) hours per week to perform the following services:

- Monitor the Shortsville water system and file readings with the New York State Department of Health;
- Make repairs and improvements to and maintain the Shortsville water system, as needed;
- Travel to and from and within the Village of Shortsville to perform any or all of the above functions.

SECOND: Shortsville will, at all times, be solely obligated to:

- Provide and maintain all requisite water system documentation;
- Pay all expenses for maintenance, repairs and improvements of its water system.

THIRD: Billing and Payment

- A. For the services rendered pursuant to Paragraph "FIRST", Shortsville shall pay Manchester an annual fee of \$10,000 plus \$59.98 for every regular hour, or fraction thereof (rounded to the next quarter hour), and \$77.73 for every overtime hour, or fraction thereof (rounded to the next quarter hour) that the Manchester Water Superintendent and/or Deputy Water Superintendent provides the stated services to Shortsville.
- B. Shortsville shall pay Manchester the annual fee of \$10,000 in quarterly payments with the first quarterly payment of \$2,500 being due and payable within seven calendar days of this Agreement being fully signed and \$2,500 being due and payable to Manchester every three (3) months thereafter.
- C. Manchester shall bill Shortsville on a monthly basis for all hours worked by the Manchester Water Superintendent and/or Deputy Water Superintendent in the preceding month and Shortsville shall pay Manchester within 45 days of receipt of all such bills.
- D. Shortsville shall pay Manchester the regular hourly rate for every hour, or fraction thereof (rounded to the next quarter hour), that the Manchester Water Superintendent and/or Deputy Water Superintendent provides services to Shortsville from 6:30am Monday to 4:30pm of the next Thursday and shall pay Manchester the overtime hourly rate for every hour, or fraction thereof (rounded to the next quarter hour), that the Manchester Water Superintendent and/or Deputy Water Superintendent provides services to Shortsville from 4:30pm Thursday to 6:30am of the next Monday.

FOURTH: Manchester shall remain solely responsible for all compensation, including wages and/or salaries, and all benefits to which its Water Superintendent and Deputy Water Superintendent may be entitled by law or any existing employment agreement or collective bargaining agreement and shall not look to Shortsville to repay it or provide for any part of Manchester's compensation to its Water Superintendent and Deputy Water Superintendent.

FIFTH: Shortsville shall be responsible for maintaining any and all required insurance for when Manchester's Water Superintendent and Deputy Water Superintendent are providing services for Shortsville or traveling to or from or within Shortsville to provide the services called for in this agreement. Manchester shall not be liable for the negligence, recklessness or intentional acts of the Manchester Water Superintendent and Deputy Water Superintendent when performing the services for Shortsville called for in this agreement or while traveling to and from and within the Village of Shortsville to provide such services for Shortsville.

SIXTH: The parties agree that, if Manchester and Shortsville are experiencing an emergency at the same time and the Manchester Water Superintendent and Deputy Water Superintendent are responsible in some way for attending to both emergencies, the Manchester Water Superintendent and Deputy Water Superintendent are expected to and shall give priority to the Manchester emergency before the Shortsville emergency.

SEVENTH: Either party, upon notice to the other, may terminate this Agreement in whole or in part at will. In such event, Manchester shall be compensated and Shortsville shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

EIGHTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of both parties shall be void.

NINTH: The parties shall comply, at their own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the parties as employers of labor or otherwise. The parties expressly understand and agree that the relationship created herein is purely contractual, and does not create a joint venture, partnership or other mutual undertaking of any kind.

TENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth above or to such other addresses as the respective parties hereto may designate in writing.

ELEVENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

THELFTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Manchester and the Village of Shortsville have executed this Agreement in duplicate.

There was no further business to come before the board, so the meeting was adjourned by motion of Trustee Langdon, seconded by Trustee Trimm and carried at 6:31 P.M.

Amy Alexander
Village Clerk-Treasurer