

VILLAGE OF LEROY BOARD OF TRUSTEES
REGULAR MEETING
September 17, 2025

CALL TO ORDER: 7:00 pm

Pledge of Allegiance

1. APPROVAL OF MINUTES

- a. Village Board – Regular Meeting 8/20/25

2. DEPARTMENT CONSIDERATIONS:

- a. LeRoy Police Dept.
- b. Wastewater Treatment Facility
- c. Dept. of Public Works
- d. Clerk-Treasurer
- e. Municipal Historian

3. OLD BUSINESS:

- a. WWTF-Phase 3- Infinity Electric Svcs, Contractor Pay App #4 for \$5,035.00
- b. Village – Town Police Protection Agreement
- c. Auxiliary Police Unit

4. NEW BUSINESS:

- a. Five Star Bank Municipal Authorization and Wire Transfer Agreement, Retro to 8/25/25
- b. Deputy Clerk-Treasurer – vacation time upon hiring, retro to 4/14/25
- c. Sewer Exclusion Request – 23 Hilltop Dr., Acct. #06940
- d. Sewer Exclusion Request – 29 Bradnell Ave., Acct #06681

5. CITIZEN PARTICIPATION:

6. OFFICIAL CONSIDERATIONS:

- a. Trustee Bonacquisti
- b. Trustee Kettle
- c. Trustee Tetrault
- d. Trustee Yacuzzo
- e. Mayor Rogers

7. AUTHORIZATION TO PAY BILLS:

8. ADJOURN:

Village Hall, 3 West Main St., Le Roy, NY

September 17, 2025 — 1

\$72,500 to \$85,000. **Trustee Bonacquisti made a motion for a Resolution to Accept and Approve the Agreement between the Village of LeRoy and the Town of LeRoy to Provide Police Protection for 2026.** It was seconded by Trustee Tetrault and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye. *Text of the agreement is located at the end of these minutes.*

Auxiliary Police Unit: Other police departments, like Greece and Gates, have volunteers trained to help the police during special events, traffic control, and school-related events. They would have background checks, training, and be a big help with the schools. And instead of “Auxiliary” Police Unit, which is used by another law enforcement division, they would be named a “Special” Police Unit.

RESOLUTION ESTABLISHING A SPECIAL POLICE UNIT WITHIN THE LEROY POLICE DEPARTMENT

MOTION BY Trustee Bonacquisti

WHEREAS Village Law § 8-800 authorizes the Board of Trustees of the Village of LeRoy to establish a police department and appoint such personnel as may be needed for the preservation of good order and the protection of persons and property within the Village; and

WHEREAS The Board of Trustees recognizes the need to supplement the LeRoy Police Department during emergencies, special events, and other circumstances requiring additional personnel for traffic control, crowd management, patrol visibility, and community safety; and

WHEREAS The Board further recognizes the importance of school safety, and the value of visible, trained personnel to assist the LeRoy Police Department in providing a safe environment in and around schools, school zones, and school-related events; and

WHEREAS The establishment of a Special Police Unit will provide trained personnel to assist sworn officers of the LeRoy Police Department, thereby enhancing efficiency and effectiveness in serving the residents of the Village of LeRoy and the greater community.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of LeRoy, Genesee County, New York, as follows:

1. Creation of Special Police Unit

There is hereby established within the LeRoy Police Department a Special Police Unit, consisting of Special Police Officers appointed in accordance with this Resolution.

2. Membership and Appointment

- Members shall be appointed by the Chief of Police of the LeRoy Police Department, subject to approval by the Mayor and the Board of Trustees and shall serve at the pleasure of the Board.
- All members must be at least twenty (20) years of age, residents of the State of New York, of good moral character, and meet qualifications established by the Chief of Police and/or applicable Civil Service Law.
- Nothing herein shall be construed to supersede any minimum qualifications established by Genesee County Civil Service or requirements imposed by the Village’s municipal insurance provider.

3. Training and Standards

- Members shall complete training programs prescribed or approved by the Chief of Police, consistent with their duties.
- Training shall include, at minimum: first aid, traffic direction, communications, defensive tactics, and applicable Village and State laws.

4. Authority and Duties

- Special Police Officers shall serve under the direct supervision of sworn officers of the LeRoy Police Department.
- Their primary functions shall include traffic and crowd control, community event support, patrol observation, and assistance during declared emergencies.
- Special Police Officers may also assist with school safety initiatives, including patrols in school zones, presence at school events, and coordination with sworn school resource officers, as directed by the Chief of Police.

- Special Police Officers shall not be deemed peace officers under Criminal Procedure Law § 2.10 and shall have no arrest powers except as otherwise authorized by New York State law.

5. Uniforms and Equipment

- The Chief of Police shall prescribe the uniform and insignia for Special Police Officers, which shall be distinct from those of regular sworn officers.
- Special Police Officers may be issued such equipment as the Chief of Police deems necessary for the safe performance of their duties.

6. Compensation and Insurance

- Special Police Officers shall serve on a volunteer basis and receive no salary or compensation unless otherwise authorized by the Board.
- Members shall be covered by municipal liability insurance and workers' compensation consistent with applicable law.

7. Rules and Regulations

The Chief of Police shall promulgate rules and regulations governing the operation, training, discipline, and conduct of Special Police Officers, subject to approval by the Board of Trustees.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

SECONDED BY Trustee Kettle

Aye: Trustee Tetrault, Trustee Kettle, Trustee Bonacquisti, Mayor Rogers

No:

Abstain:

Absent: Trustee Yacuzzo

9/17/2025

NEW BUSINESS:

Five Star Bank Municipal Authorization and Wire Transfer Agreement, Retro to 8/25/25: This was to take previous clerks off the bank authorization list and add the new Deputy Clerk-Treasurer. **Trustee Kettle made a motion for a Resolution to Approve and Authorize Mayor Rogers, Clerk-Treasurer Carmel, and Deputy Clerk-Treasurer Tygart to sign the Municipal Authorization Resolution and Preauthorized Funds Transfer (Wire) Agreement, Retroactive to 8/25/25.** It was seconded by Trustee Bonacquisti and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye. *Text of the resolution is located at the end of these minutes.*

Deputy Clerk-Treasurer Vacation Time: Mayor Rogers said during the hiring process, two weeks' vacation was offered to Arna Tygart. **Trustee Kettle made a motion for a Resolution to Approve Two Weeks' Vacation Benefit Time to Deputy Clerk-Treasurer, Arna Tygart, Ahead of Standard Office Staff Policy and Retroactive to 4/14/25.** It was seconded by Trustee Bonacquisti and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye.

Sewer Exclusion Request – Homeowner of 23 Hilltop Dr. requested an exclusion due to a leaking water pipe. The difference from the same time a year ago shows a 39,000-gal difference. The Board had questions concerning the large amount of water and where it ultimately went, whether into the ground or into the sewer system, which wasn't known. They asked that the matter be deferred to the Sewer Board.

Sewer Exclusion Request – Homeowner of 29 Bradnell Ave. requested an exclusion due to a basement water hose detaching under high pressure. The difference from the same time a year ago shows a 5,000-gal difference. **Trustee Bonacquisti made a motion for a Resolution to Approve a Sewer Exclusion of \$48.00 for 29 Bradnell Ave., Sewer Account #06681.** It was seconded by Trustee Kettle and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye.

CITIZEN PARTICIPATION:

- Jim Nielson – asked if it would be possible to replace slate sidewalk sections along East Main Street with concrete. He's worried about falling on the slick surface as he has a cane and walks his dog. Mayor

Rogers said the Village is done replacing sidewalks for the year but said they will check into it for the next year.

- Lynne Belluscio – She noticed during Oatkafest there's no place to sit at Trigon Park and asked if wooden benches could be installed. The Board agreed that it would be a good idea and they'd look into it.
- Jill Fitzgerald – She's enjoyed her time on the Comprehensive Plan Committee but had questions as a resident:
 - Minutes haven't been posted to the Village website since last year. When requested by the Mayor, Clerk-Treasurer Carmel agreed she would work on uploading the new minutes right after the board meetings.
 - She had several questions concerning the Village's roof top solar project and the Board resolution passed on 12/30/24, which the Mayor and Board answered.
- Brenda Pike – Asked if the Village-Town Police contract is paid for on Town taxes, concerned that Village residents might have to pay twice for the same thing. Mayor Rogers explained that it isn't on the taxes.

OFFICIAL CONSIDERATIONS:

Trustee Bonacquisti: He has a new granddaughter!

Trustee Kettle: He mentioned that at some point he was dropped off the email list for the Comprehensive Plan, but it looks like he's back on it again.

Trustee Tetrault: All's quiet.

Mayor Rogers: He has had meetings with Tompkins Bank regarding Village accounts. There was a meeting last week and they found someone interested in converting the community pool into a saltwater pool. The Village is one of the finalists for the Ralph Wilson Grant.

AUTHORIZATION TO PAY BILLS:

Trustee Bonacquisti made a motion to pay bills, reluctantly, retroactive to 8/12/25. It was seconded by Trustee Tetrault and passed unanimously. Payment is as follows:

General Fund: Auto Pays, Wire Transfers, and Check numbers 28034, 28035-28071, 28073-28099 totaling \$354,710.92

Cap #2: Check numbers 1275-1276, totaling \$95,380.00

EXECUTIVE SESSION:

Trustee Bonacquisti made a motion for the Mayor and Board to go into Executive Session regarding current or future investigations or prosecutions of a criminal offense which would imperil effective law enforcement if disclosed. It was seconded by Trustee Kettle and passed with voting as follows: Trustee Tetrault, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye. Session entered at 7:49 PM.

RETURN TO REGULAR SESSION:

Trustee Bonacquisti made a motion to Return to Regular Session. It was seconded by Trustee Kettle and passed with voting as follows: Trustee Tetrault – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye. Session entered at 8:05pm. Mayor Rogers said no business was conducted during the session.

ADJOURN:

There being no further business before the Board, **Trustee Kettle made a motion to Adjourn**, seconded by Trustee Tetrault and passed unanimously. The meeting was adjourned at 8:06pm.

Respectfully submitted,
Eileen Carmel, Clerk-Treasurer

**AGREEMENT BETWEEN VILLAGE OF LE ROY AND TOWN OF LE ROY
TO PROVIDE POLICE PROTECTION**

This Agreement made the ____ day of _____, 20____, by and between:

- The VILLAGE OF LE ROY, a municipal corporation of the State of New York, with offices at 3 West Main Street, Le Roy, New York, hereinafter referred to as the VILLAGE OF LEROY
- The TOWN OF LE ROY, a municipal corporation of the State of New York, with offices at 48 Main Street, Le Roy, New York, hereinafter referred to as the TOWN OF LEROY; and

WITNESSETH:

WHEREAS, the Village of Le Roy is located wholly within the Town of Le Roy; and

WHEREAS, the Village has established and now maintains a Police Department which exercises its jurisdiction within Village limits; and

WHEREAS, the Town has no Police Department of its own but does desire to provide police protection for inhabitants of the Town residing outside Village limits; and

WHEREAS, from time to time, law enforcement demands exceed the resources of a particular law enforcement agency so that assistance and cooperation from other law enforcement agencies is necessary; and

WHEREAS, The Village and Town deem it desirable and in the interest of public safety for the Village Police Department to be authorized to perform law enforcement services within the limits of the Town for the joint benefit of the Village, Town and their respective inhabitants; such law enforcement by the Village being intended to protect life and property to the two municipalities; and

WHEREAS, General Municipal Law, Section 119-N allows such municipalities may undertake that joint service.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- A. The Village Board of Trustees shall authorize the members of its Police Department to act and perform law enforcement services within the Town of LeRoy.
- B. The Town hereby authorizes and empowers all duly authorized and appointed representatives and members of the Police Department of the Village, during the term of this agreement, to act and perform law enforcement services within the areas of the Town which are outside of the Village limits of the incorporated Village of Le Roy with the same powers, duties, immunities and privileges as if such officers were acting as such Police Officers and performing such duties

within the Village of Le Roy, New York. Nothing contained in this agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and perform the duties of such Police Officers to the area in the Town of Le Roy hereinabove in this Agreement described, and such jurisdiction shall extend to all areas of the Town both inside and outside the boundaries of the incorporated Village.

- C. There are multiple law enforcement agencies with jurisdiction in the Town of Le Roy, including the Genesee County Sheriff's Office and New York State Police. This agreement is not intended to affect or diminish their responsibilities in the Town in any way.
- D. The Village of Le Roy Police Department shall be available for calls for service and law enforcement related matters in the Town of LeRoy if the LeRoy Chief of Police, Le Roy Police Sergeant or his/ her designee deem it to be in the best interest of public safety or to protect life and property.
- E. It is further understood that the Le Roy Chief of Police, Le Roy Police Sergeant or his/ her designee shall adequately deploy available resources in a manner that will ensure adequate coverage for their primary responsibility, the protection of all Village residents and all persons and property within the Village.
- F. Nothing herein shall limit or restrict the Village Police's ability to seek assistance from other law enforcement agencies, including but not limited to the Genesee County Sheriff's Office and New York State Police.
- G. The Village and Town shall take such steps as necessary to indicate and publicize to the public within the Town that the Police Officers have jurisdiction both within the Village and within the Town outside the limits of the Village.
- H. The Village shall cause all insurance policies covering the operation of the Police Department to be endorsed to include the Town as an additional insured on the same basis as the Village and it shall hold harmless, indemnify and defend the Town from any claim, cost, liability and/or expense arising out of any occurrence involving any act of negligence, by omission or commission, by a police officer acting pursuant to this Agreement, but in no event shall such indemnification exceed the limits of said policies. In consideration of the premium charged, it is hereby understood and agreed that the Town of Le Roy will be added as an additional insured, but only with respect to this Police Protection Agreement and reimburse the Village the total cost for said premium.
- I. From January 1st, 2026 through December 31st, 2026 the Town shall pay to the Village eighty-five thousand dollars (\$85,000.00) for Law Enforcement Services outside the Village by the Village Police Department.

- J. From January 1st, 2026 through December 31st, 2026 the Town shall pay to the Village Two Thousand Five Hundred Dollars (\$2,500.00) for fuel and maintenance for police patrol vehicles.
- K. For dedicated law enforcement services requested by the Town (i.e., Bailiff, Town Court), the Town shall pay to the Village the hourly rate of a Police Officer time expended in such duty as stipulated and agreed to in the latest Village Police Collective Bargaining Agreement.
- L. This Agreement shall become effective upon execution by both parties and shall remain in effect until December 31st, 2026.
- M. This Agreement cannot be modified orally and can only be modified by the mutual, written agreement of the parties. This Agreement cannot be assigned by either party. Both parties represent that their respective boards have reviewed this Agreement and approved of the same via resolution. This Lease may be executed in counterparts, each of which, when taken together, shall constitute one and the same document. This Lease represents the entire agreement between the parties.
- N. All immunities from liability and exemptions from laws, ordinances and regulations, which law enforcements officers enjoy in their own jurisdiction, shall be effective in the Town of Le Roy, unless otherwise prohibited by law.
- O. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement the day first written above.

VILLAGE OF LE ROY

By: Greg Rogers, Mayor

Date: _____

TOWN OF LE ROY

By: James Farnholz, Supervisor

Date: _____

MUNICIPAL AUTHORIZATION RESOLUTION

Five Star Bank

(Financial Institution)

AUGUST 25, 2025

(Date Accepted by the Financial Institution)

By: VILLAGE OF LEROY

(Municipality)

3 W MAIN ST

(Address)


LE ROY NY 14482-1311

(City, State and Zip Code)

A. I, EILEEN CARMEL, certify that I am the CLERK-TREASURER of the above named Municipality organized under the laws of NEW YORK, Federal Employer I.D. Number [REDACTED], and that the following is a correct copy of resolutions adopted at a meeting of the [Executive/Governing Committee] of this Municipality duly and properly called and held on 08/25/2025. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Be it resolved that,

1. The Financial Institution named above is designated as a depository for the funds of this Municipality.
2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
3. All transactions, if any, with respect to any opening of account(s), deposits, withdrawals, rediscounts and borrowings by or on behalf of this Municipality with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
4. Any of the persons named below, so long as they act in a representative capacity as agents of this Municipality, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time, with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from this Financial Institution or any other business transacted by and between this Municipality and this Financial Institution subject to any restrictions stated below.
5. Any and all prior resolutions adopted by the [Executive/Governing Committee] of this Municipality and certified to this Financial Institution as governing the operation of this Municipality's account(s), are in full force and effect, unless explicitly supplemented or modified by this authorization or previously revoked or cancelled in a written instrument delivered to and recorded by this Financial Institution.
6. This Municipality agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of this Municipality, and authorizes the Financial Institution named above, at any time, to charge this Municipality for all checks, drafts, or other orders, for the payment of money, that are drawn on this Financial Institution, regardless of by whom or by what means the signature(s) thereto may have been affixed, so long as they resemble the signature specimens in Section C (or the signature specimens that this Municipality files with this Financial Institution from time to time) and contain the required number of signatures for this purpose.
7. Transfer of funds:
 - a. This Financial Institution is authorized to honor any written instructions (including, but not limited to, requests for loan advances and wire transfer requests) that may be received by the Financial Institution from time to time via electronic mail, telephone, facsimile machine or other device customarily used in business, directing the transfer of funds to or from the Municipality's accounts at the Financial Institution provided that



said instructions bear, or appear to bear, the signatures of the required number of Authorized Officers, and such signatures on the facsimile, regardless of how or by whom affixed, resemble the specimen signatures filed with the Financial Institution, and the Financial Institution shall have no duty to inquire further.

b. The Municipality acknowledges and agrees that

- (i) in furthering the transfer, the Financial Institution may make use of any banking channels or other facilities which it may elect, all without liability for any acts or failures to act (including any failure to identify the intended transferee), on the part of any of its branches or correspondents, or for any failure of the amount to reach the intended transferees;
- (ii) if the Financial Institution has been instructed to make a wire transfer but is unable to do so with reasonable promptness, the Financial Institution may proceed to effect the transfer by any means that it shall deem expedient in the circumstances;
- (iii) the Financial Institution may send any message about a transfer in any language or medium and shall not be liable for errors, delays or defaults in the transmission of any message by mail or wire facilities employed by it or by any of its branches or correspondents or for any total or partial suspension of the means of transmission; and
- (iv) if a refund is requested prior to the completion of the transfer, the Financial Institution will attempt to effect a cancellation of any instruction to pay which it may have issued and, upon receipt by it of confirmation of cancellation and the return to it of whatever funds it may have previously paid or credited to any third party for the purpose of furthering the transfer, the Financial Institution will refund the amount, less its expenses and those of any correspondent or other party for the transfer, to the Municipality.

- 8. The Authorized Officers are individually empowered to delegate to other persons the authority to perform transactions with respect to the accounts of this Municipality, such authority being more particularly described in documents delivered to the Financial Institution in such form as the Financial Institution may require, and to change and revoke such delegations from time to time; that the Financial Institution is entitled to rely upon such delegations of authority and to accept instructions from such other persons as being fully authorized by this Municipality.
- 9. The Municipality shall indemnify, defend and hold harmless the Financial Institution from and against any and all claims, losses, liabilities, costs, damages and expenses (including costs of settlement and appeal and reasonable attorney fees) which the Financial Institution may sustain or incur by reason of its having acted at any time in reliance upon any certification by any officer of the Municipality to the Financial Institution of this, or any other resolution, or of the signature of any officer of the Municipality (or his or her delegate).
- 10. The Municipality hereof approves the loan documents, including, but not limited to, the Promissory Note, Mortgage, Security Agreement, Assignment of Leases, Rents and Profits and any other loan documents evidencing the loan or loans from Bank to Municipality.
- 11. That the Municipality acknowledges and agrees that in the event that Municipality, either prior or subsequent to the date of this resolution:
 - a. submits or has submitted other resolutions of the Municipality to the Financial Institution, and/or
 - b. enters or has entered into any account agreements or other agreements with the Financial Institution which conflict with the terms of this resolution,

then the Financial Institution may act in accordance with any of the resolutions and/or agreements, without liability whatsoever to the Municipality, until such time as the Municipality has expressly revoked or canceled the conflicting provisions of any such resolution or agreement in a written instrument delivered to, and recorded by, the office of the Financial Institution at the following address:

- (i) Five Star Bank, P.O. Box 110, Warsaw, New York 14569, Attention: Banking Center

[REDACTED]

Signature _____

Signature

Indicate A, B, C and/or D

A, B, C

(1) Exercise all of the powers listed in (2) through (7).

(2) Open any deposit or checking account(s) in the name of this Municipality.

_____ (3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this Financial Institution.

Number of authorized signatures required for this purpose: 1

(4) Borrow money on behalf and in the name of this Municipality, sign, execute and deliver promissory notes or other evidences of indebtedness and execute and deliver loan documents to pledge collateral for such indebtedness.

Number of authorized signatures required for this purpose: 1

(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by this Municipality as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all notes, bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

Number of authorized signatures required for this purpose: 1

(6) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this Financial Institution.

Number of authorized signatures required to gain access and to terminate the lease: 1.

(7) Enter into any arrangement with this Financial Institution, such as remote deposit capture, cash management, bill payment, automated clearing house, or other services or products offered by this Financial Institution.

Number of authorized signatures required to enter into any written agreement in connection with this purpose: ¹ _____.

D. I further certify that the [Executive/Governing Committee] of this Municipality has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and, if possible, affixed the seal of this Municipality on AUGUST 25, 2025.

Municipality Name: VILLAGE OF LEROY

Signature: _____

Print Name and Title: EILEEN CARMEL CLERK-TREASURER

Witness: _____

Five Star Bank
RYAN R CLARK

Signature: _____

Print Name and Title: _____

Witness: _____

Five Star Bank

Signature: _____

Print Name and Title: _____

Signature: _____

Print Name and Title: _____

FIVE STAR BANK

PREAUTHORIZED FUNDS TRANSFER (Wire) AGREEMENT

Customer Name: Village of LeRoy - [REDACTED]

1. The undersigned wire transfer customer (herein called "Customer") hereby requests Five Star Bank (herein called "Bank") to act upon instructions from Customer to transfer funds on the terms and conditions set forth in this Funds Transfer Agreement (herein called "Agreement"). The Funds Transfer service is offered by Bank as a method to transfer funds electronically for Customer. In consideration of the mutual covenants hereafter contained, Customer and Bank agree as follows:
2. The Bank is hereby authorized to make such transfers upon its receipt of instructions, written or oral (including telephonic), of any one of the following named officers or agents of the undersigned or their delegated agents. Authority to make the transfer and to issue other directions and instructions shall be conclusively presumed if another person (other than the caller) listed below can verify all information upon the call back made by the Wire Room Personnel. Indicate the phone number(s) below for Call Bank Verification.

Name	Title	Telephone (for Verification)	Signature
Eileen Carmel	Clerk/Treasurer	585-786-2527 ext 2215	(X) [REDACTED]
Gregory Rogers	Mayor	[REDACTED]	(X) [REDACTED]
Arna Tygart	Deputy Clerk/Treasurer	585-768-2527 ext 2225	(X) [REDACTED]

(MUST List Three (3) Authorized Individuals)

Each named officer, agent or delegated agent of the undersigned is referred to herein, either singularly or collectively, as "Authorized Agent". The Bank is also hereby authorized to act upon such other directions and instructions relating to transfers, including the cancellation or termination of prior instructions for such transfer, as may be provided Bank from time to time by any Authorized Agent. In the event of cancellation of a transfer already made, Bank will attempt to recover the funds from the transferee using whatever steps it deems reasonable to accomplish the same, and the undersigned will indemnify Bank against any costs, expenses, damages and liabilities, including attorneys' fees, which Bank may incur in attempting to effect such recovery of funds.

3. Upon making a transfer, Bank shall mail or deliver to the undersigned at:

**Village of LeRoy
3 West Main Street
LeRoy, NY 14482**

or at such other place as the undersigned may hereafter designate in writing, mailed or delivered to Bank's Wire Transfer Department, (220 Liberty St., Warsaw, NY 14569) a confirmation or periodic statement stating the date and amount of the transfer, and the bank account to which the transfer was made. Not more than 60 days after the receipt of such confirmation or periodic statement, the undersigned will cause it to be examined and will immediately notify Bank of any discrepancy or error therein. The Bank will, upon request, provide the undersigned with such additional information with respect to said transfer as the undersigned may reasonably request.

4. The undersigned hereby agrees that if it revokes or cancels any instructions for a transfer or other related act, the undersigned will indemnify and hold Bank harmless for all expenses, costs or other liability incurred by Bank. Any instructions, which are revoked or cancelled, must be timely given and the Bank makes no representation or warranty as to its ability to revoke or cancel a transfer once made.
5. The Bank shall not be liable for any transfer made or for any other act performed by Bank relating to such transfer, nor any damages or losses arising therefrom, if such transfer or act is made by an officer, agent or employee of Bank pursuant to instructions, written or oral (including telephonic), which such officer, agent or employee reasonably and in good faith believes to be that of an Authorized Agent.
6. The undersigned agrees that Bank shall not be liable for any error or delay on the part of any agent used by Bank in the execution of any transfer or related act. Further, Bank shall not be liable for any error or delay in a transfer or related act due to any cause other than Bank's own negligence. The undersigned agrees that all damages and other compensation due as a result of Bank's negligence in promptly and accurately effecting a request for a transfer or related act shall be limited to an amount equal to interest on the funds at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected: provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds from a transferee who has no claim to them, Bank shall be liable for the undersigned's actual loss, not to exceed the amount of funds which Bank is unable to recover. In no event shall Bank be liable for indirect or consequential damages.
7. Following the receipt of an instruction for a transfer the Bank reserves the right to verify or authenticate any request for a transfer or other related act by subsequent telephone calls to

the alleged originator of such transfer or other instruction, or by any other means which Bank may deem appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. The Bank shall not be liable for its refusal to honor any instructions for a transfer or related act if Bank in good faith is unable to satisfy itself that the instruction were given by an Authorized Agent. The Bank shall be under no obligation to make any transfer unless the undersigned has on deposit with bank collected funds sufficient to cover such transfer.

8. The Bank will institute a unique test key formula to verify the accuracy of the dollar amount of transfer. Requests for funds transfer will not be honored without reference to the proper test number and the undersigned is responsible for maintaining the confidentiality of the test key formula. A breach of confidentiality must promptly be reported to the Bank's Wire Transfer Department.
9. The Bank and the undersigned agree that from time to time as deemed necessary by the parties, the confidential code and/or test formula may be changed. Such change shall not be deemed to have taken place unless the notification is accepted in person by one of the principals or such notice is received via registered mail.
10. The undersigned consents to tape recording by Bank of telephone transfer instructions and other related acts with respect thereto. The undersigned agrees to indemnify and hold harmless Bank against any liability Bank may incur as a result of such tape recording.
11. Any notices, instructions, or communications with respect to this Agreement shall be given to the Bank in writing.
12. The undersigned agrees to pay all charges which Bank may, from time to time, impose for transfers and related acts; and further agrees to reimburse Bank for any expenses incurred by Bank to make or revoke any transfer or related act requested by the undersigned.
13. This Agreement shall continue and remain in full force and effect until written notice of termination thereof has been received by Bank and the Bank has been afforded a reasonable opportunity to act on such notice. The Bank may terminate this Agreement by giving written notice to the undersigned.
14. This Agreement is subject to the provisions of all applicable operating circulars of the Federal Reserve Bank and any other applicable provisions of Federal Law. Except as so provided this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

CUSTOMER INFORMATION

Village of LeRoy

Account Name

[REDACTED]

Account Number

3 West Main Street

LeRoy, NY 14482

Address

BANK INFORMATION

Five Star Bank

Funds Transfer Operations

220 Liberty St.

PO Box 227

Warsaw, NY 14569

Eileen Carmel/Clerk-Treasurer

Authorized Customer Name / Title (Print)

(X)

[REDACTED]

Authorized Customer Signature

8/25/2025

Date

Ryan Clark / Municipal Business Officer

Bank Officer Name / Title (Print)

[REDACTED]

Bank Officer's Signature

8/25/2025

Date