

VILLAGE OF LEROY BOARD OF TRUSTEES

Minutes of Special Meeting held on

November 3, 2022

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

PRESENT: Mayor Gregory Rogers
Trustee Richard Tetrault
Trustee Raymond Yacuzzo (joined meeting 6:50pm)
Trustee William Kettle
Trustee James Bonacquisti
Chief of Police Greg Kellogg
Clerk-Treasurer Eileen Carmel

Absent: DPW Supervisor Robert Lathan
WWTF Superintendent Steven Carroll

Guest: Kelly Lathan, Fiscal Advisors

Mayor Rogers called the meeting to order at 6:35 pm, followed by the Pledge to the Flag.

DISCUSSION – WWTF Project, Phase 2, UV Disinfection:

Kelly Lathan, of Fiscal Advisors & Marketing, Inc., provided the Board with an update of the financing for the Wastewater Treatment Facility Project. The issue is the added disinfection component mandated by NYS DEC after the Village had already secured financing for the project. An amendment to the short-term financing was requested but will take time to process, as will the pre-finance of a WQIP grant, which is a reimbursable program. This all boils down to a 3-4 month cash flow issue. According to the engineers, the contractors for the UV project want to get started on the concrete work but the problem is where to get the money to pay them until the financing kicks in. She felt the Village had two choices: 1.) Front the cash flow for 3-4 months or 2.) Do a Bond Anticipation Note (BAN). However, she didn't like the second choice, considering interest rates were so high right now.

**RESOLUTION TO APPROVE TRANSFER OF FUNDS BETWEEN
GENERAL FUND AND SEWER FUND**

MOTION BY Trustee Kettle

WHEREAS, the Village of LeRoy received, after funding for the Wastewater Treatment Facility (WWTF) Project was initially secured, a state permit change which added a disinfection requirement and the Village chose to install a UV system; and

WHEREAS, the Village Board of Trustees adopted, subject to permissive referendum, an amendatory bond resolution on July 20, 2022 authorizing the issuance of \$10,500,000 serial bonds (increased from the original \$9,000,000) to pay the cost of the construction, reconstruction, or additions to the Village WWTF; and

WHEREAS, the Village of LeRoy has requested to modify the existing NYS Environmental Facilities Corporation agreement to include a time extension and cost increase but which may take several months to process; and

WHEREAS, the Village of LeRoy was awarded up to \$1,000,000 from the Water Quality Improvement Project program but which may take several months to process; and

WHEREAS, the contractors awarded the bid for the UV Disinfection wish to start work as the NYS DEC deadline for completion of that part of the project is April 1, 2023; and

NOW THEREFORE BE IT RESOLVED, the Village of LeRoy Board hereby authorizes the transfer of funds from General Fund to Sewer Fund to pay for WWTF Project, Phase 2, UV Disinfection System construction costs in the amount of \$775,000.00; and

BE IT FURTHER RESOLVED, the Sewer Fund will reimburse the General Fund the \$775,000.00 plus interest, upon receipt of monies borrowed for the WWTF Project.

SECONDED BY Trustee Tetrault

VOTE

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

NOES: 0

ABSENT: Trustee Yacuzzo

ABSTAINED:0

DATE: 11/3/2022

Wolcott St. Reconstruction – Certificate of Substantial Completion:

The Village received a copy of a letter to Village engineering firm CPL from the contractor responsible for the sidewalks concerning the “spalling” of the concrete and a sealer applied in September. Trustee Tetrault made a **motion authorizing the Mayor to sign the Certificate of Substantial Completion for the Wolcott St. Reconstruction Project**. 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. *See motion to rescind later in the meeting.*

Town LPD Coverage – Updated Agreement between Village and Town to Provide Police Protection:

Chief Kellogg stated the LPD has responded to 150 calls to the Town as of August 1, 2022, and spent a total of 80 hours. The difference in the agreement is the cost for law enforcement services in year one was \$20,000 and for this one it is \$60,000.00. The Town has already signed the agreement.

A motion was made by Trustee Yacuzzo to accept and sign the proposed contract with the Town of LeRoy for LPD coverage. It was seconded by Trustee Bonacquisti and passed with voting as follows: Trustees Bonacquisti, Kettle, Tetrault, Yacuzzo, and Mayor Rogers – Aye.

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

This Agreement made the 27th day of October, 2022, 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 within the two municipalities; and

WHEREAS, General Municipal Law, Section 119-N allows such municipalities to 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 Sheriffs Office and New York State Police. This agreement is not intended to affect or diminish their responsibilities in the Town in anyway.

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 additional premium.

I. From January 1, 2023 through December 31, 2023 the Town shall pay to the Village Sixty Thousand Dollars (60,000.00) for Law Enforcement Services outside the Village by the Village Police Department.

J. From January 1, 2023 through December 31, 2023 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 31, 2023.

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 LeRoy, 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 LeRoy
Greg Rogers, Mayor 11/3/2022

Town of LeRoy
James Farnholz, Supervisor 10/27/2022

At this point, since Trustee Yacuzzo had just arrived, the Board caught him up on what had occurred earlier in the meeting.

Wolcott Street Reconstruction Revisited:

Trustee Yacuzzo stated he had inspected the Wolcott Street sidewalk in question in front of the library. Due to his previous experience as a building contractor, his opinion was that the sidewalk had a “faulty surface.” He researched the sealer used by the contractor and it was supposed to be applied earlier than it was in the curing process and, combined with the hot sun, has damaged the surface of the sidewalk. The contractor promised 10-year life for the surface but Trustee Yacuzzo was sure they would have to dig up and replace that sidewalk before then. Mayor Rogers stated he would speak with engineering firm CPL, regarding this situation. **Trustee Tetrault rescinded his previous motion authorizing the Mayor to sign the Certificate of Substantial Completion for the Wolcott St. Reconstruction Project.** 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.

ADDED:

FRESH Committee:

At the last meeting, a motion regarding the FRESH Committee’s request that the Village sponsor and pay \$750.00 for carriage rides during Winterfest wasn’t seconded, therefore the motion died. Mayor Rogers stated he spoke with Committee member Lori Steinbrenner regarding this. He made an executive decision that the Village shouldn’t sponsor a specific activity at an event such as this. However, he understood that the Town donated \$400.00 to the LeRoy Business Council, the sponsor of Winterfest, and felt that would be a good idea for the Village to do, as well. Trustee Bonacquisti made **a motion for the Village to donate \$400.00 to the LeRoy Business Council, the sponsor of Winterfest.** Trustee Kettle abstained. It was seconded by Trustee Yacuzzo, and passed with voting as follows: Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye.

Winter Street Parking:

Chief Kellogg stated that due to the mild weather, instead of Nov. 1, the winter overnight street parking ban in the Village will begin enforcement on the morning of Dec. 1st This is subject to change in the event of a severe weather forecast.

Continued Lake Street Parking Issues:

Trustee Yacuzzo stated there is still a problem with people parking on Lake Street in spaces too small for vehicles and overhanging driveway entrances so residents cannot use their driveways. The biggest problem is in front of 45-47-49 Lake St. Mayor Rogers will speak to Sup. Lathan to reach out to DOT,

as Lake St. is a state highway (Rt. 19) to see if there isn't something they can do, such as painting stripes, etc.

ADJOURN:

There being no further business before the Board, Trustee Yacuzzo made a **motion to adjourn**, seconded by Trustee Bonacquisti and passed unanimously. Meeting adjourned at 7:28pm.

Respectfully submitted,
Eileen Carmel, Clerk-Treasurer