

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

11/17/2021

A REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES WAS HELD ON NOVEMBER 17, 2021, IN THE MEMORIAL AUDITORIUM, TRIGON PARK.

**PRESENT:** Mayor Gregory Rogers; Trustees James Bonacquisti, William Kettle, Raymond Yacuzzo, and Richard Tetrault; Chief of Police Gregory Kellogg; Supt. of DPW Robert Lathan, Supt. of WWTF, Steve Carroll, Clerk-Treasurer Eileen Carmel; Deputy Clerk-Treasurer, Katie Eick; Village Attorney Jake Whiting; Town Councilman Ronald Pangrazio; Developer Eric Biscaro; Village employee Andre Carmel; Mallory Diefenbach, reporter for The Daily News; Mike Pettinella, reporter for The Batavian; 28 citizens

Mayor Rogers called the meeting to order at 7:00 pm and asked everyone to stand and recite the Pledge of Allegiance.

**PUBLIC HEARING** for proposed Local Law #6 of 2021, Opt-Out of Adult Use Cannabis Retail Dispensaries and On-Site Consumption Trustee Kettle offered a motion to open the Public Hearing. It was seconded by Trustee Yacuzzo and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried.

Mayor Rogers stated that marijuana use is still not federally legal. We have until December 31<sup>st</sup> to opt-out but we can always opt back in. He then asked for comments from the public.

**A resident** pointed out the many empty store fronts on Main Street. This could generate revenue and keep money here. Mayor Rogers said that, due to regulations, these dispensaries have to be a certain distance from schools and churches and the Main Street storefronts are too close. It could be in the Village, just not on Main Street. [A search of the NYS Cannabis Law states dispensaries cannot be 500 feet from schools and 200 feet from houses of worship.]

**Bob Taylor** thought it was a good idea to opt-out and then back in later. They can't deposit money from the sale (of marijuana) in federal banks. There's also the fear of an increase in crime.

**Jackie Whiting** said that many municipalities have already opted-in locally and the data doesn't support the idea of an increase in crime.

**Ron Pangrazio** provided a map from the previous joint Town/Village Board Meeting showing boundaries where dispensaries could be located and Main Street wasn't part of it.

**David Damico** stated he's lived here since 2009 and Main Street is dead. On a practical level, people will have access (to marijuana) whether we sell it or not.

**Jennifer Keys** said that any opportunity to bring in business is good for our community.

**A resident** asked what action the Town of LeRoy took and Councilman Ron Pangrazio responded that they opted-out.

**David Damico** asked what they were doing in Batavia? Mike Pettinella, reporter for The Batavian, stated the Town of Batavia had a public hearing set up but the City hasn't yet.

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**Mayor Rogers** said he would like to give it a year and see how it goes in other communities.

**Trustee Kettle** felt it wouldn't help Main Street, though there are other areas. He agreed with the Mayor to wait and see how it goes and possibly opt-in later.

**Trustee Yacuzzo** stated that they needed to be careful about this, give it time, reassess later. He felt there was no urgency with this.

**Trustee Tetrault** said it's legal in New York State. Opting-out gives us time.

Trustee Yacuzzo made a motion to close the Public Hearing and it was seconded by Trustee Kettle. On a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried.

APPROVAL OF MINUTES: A motion was offered by Trustee Bonacquisti to approve the minutes of the Board of Trustees dated October 20, 2021 as previously printed and presented. Seconded by Trustee Yacuzzo and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried.

COMMUNICATIONS:

DEPARTMENT CONSIDERATIONS:

**LeRoy Police Dept.:**

- Chief Kellogg informed the Board that the department was currently in the middle of their **in-service training**, that today, representatives from several outside agencies (Genesee County Jail, Probation, Parole, Mental Health, etc.) had participated and they had productive communications with these reps.
- He announced that **Officer Wolcott had received the Stop DWI Top Cop Award** for the most DWI arrests last year.

**Dept. of Public Works:**

- Superintendent Bob Lathan stated everything was good with the DPW.

**Waste Water Treatment Facility:**

- Superintendent Steve Carroll **thanked everyone for their support while he was out for medical reasons.**
- He said that he'd **accepted the bids for the most recent equipment and vehicle auction** and that would now be going forward.
- He announced **Andre Carmel just passed his Civil Service exam** and had now completed everything required for his Operator's License.
- He also stated that **construction on the facility** was going slow but sure and there was progress.

**Town Councilman, Ron Pangrazio**, stated the Town Council meeting had been short with nothing new happening.

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OLD BUSINESS:

- a. A motion was made by Trustee Bonacquisti for a **Resolution to accept SEQR Full Environmental Assessment Form, Parts 1-2, for East Avenue Senior Housing PUD.** It was not seconded.
- **Trustee Bonacquisti** stated he supported this project from early on, that it's something that was needed in our community to promote growth. He thanked CPL engineers, Andrew Kosa and Eric Weiss, as well as Jake Whiting, village attorney. He said they (the Board) had listened to comments from the community and they were positive, except for some people. He feared that if we turn down another developer, no one will want to come here.
  - **Trustee Kettle** thanked everyone for their input. He said he did the math and doesn't see this as the best plan for the village's comprehensive plan. We should capitalize on the enthusiasm this project brought to the community. He particularly didn't agree with a PILOT program.
  - **Trustee Tetrault** stated he never got good answers to the questions he had about the project and felt that going forward there were too many problems that would cost the village. Right now was not the right time.
  - **Trustee Yacuzzo** agreed with Trustee Kettle and felt they had rushed into the project. He thought that East Ave. and South Ave. would become a short cut to the school and would cause a traffic crush. It made more sense to have the outlet on Asbury Road.
  - **Mayor Rogers** stated he respected his fellow board members' opinions, "That's how the system works," but he felt "Eric (Biscaro) was the right guy, for the right time, for the right property. We're going to lose a possible asset." He thanked Biscaro and Tom Frew. However, he said he'd never do another meeting like this.
  - **Mayor Rogers invited Eric Biscaro to address the Board.** Biscaro stated he respected the Board's opinion and that they did what they thought was right. He's been to other board meetings in other communities for this sort of project and they got it done in one or two meetings. He said LeRoy was like a lot of other places with empty stores on Main Street. There was more money in this type of project than in a "pot store." He'd heard from other developers that "LeRoy doesn't move on anything." He warned the board to be careful of that in the future.

**Mayor Rogers said that, as there was no second of the motion for "a. Resolution to accept SEQR," that cleared the next two items from the agenda:**

- b. Resolution to accept SEQRA Negative Declaration for East Avenue Senior Housing PUD
  - c. Resolution to Adopt Local Law #5 of 2021 – Zone Change
- d. A motion was made by Trustee Kettle for a **Resolution to Adopt Local Law #6 of 2021 to Opt-Out of Adult Use Cannabis Retail Dispensaries and On-Site Consumption.** The motion was seconded by Trustee Bonacquisti and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.
- e. **WWTF Project** – Trustee Kettle made a motion for a **Resolution to Authorize Pay Application #3 to Kaplan-Schmidt Electric, Inc. for \$67,287.55.** It was seconded by Trustee Bonacquisti and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.

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- f. **WWTF Project** -Trustee Bonacquisti made a motion for a **Resolution to Authorize Pay Application #5 to Wind-Sun Construction for \$99,603.94**. It was seconded by Trustee Yacuzzo and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.
- g. **Wolcott St. Reconstruction** – Trustee Yacuzzo made a motion for a **Resolution to Authorize Pay Application #5 to Villager Construction, Inc. for \$234,426.75**. He thanked them as the project was “on budget, on time, and looks great.” The motion was seconded by Trustee Kettle and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.
- h. Trustee Kettle made a motion for a **Resolution to accept and sign the RG&E Computel GRT Settlement Agreement** in which the Village would receive \$1500.00 from the settlement. The motion was seconded by Trustee Bonacquisti and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.

**SETTLEMENT AND RELEASE AGREEMENT**

This SETTLEMENT AND RELEASE AGREEMENT (hereafter, the “Settlement Agreement”) is entered into and made effective as of the \_\_\_ day of \_\_\_\_\_, 2021, between Rochester Gas and Electric Corporation (“RG&E”) and the Village of LeRoy, New York (“LeRoy”). RG&E and LeRoy are hereinafter sometimes referred to individually as a “Party” or together as the “Parties”.

**WHEREAS**, pursuant to New York’s General City Law Section 20-b or New York’s Village Law Section 5-530 as applicable, LeRoy is authorized to impose a local gross receipts tax (“Municipal Tax”) of up to 1% on RG&E’s gross revenue from transactions originated or consummated within LeRoy’s territorial limits;

**WHEREAS**, the Parties disagree as to whether Section 20-b of the General City Law and Section 5-530 of the Village Law, as applicable, authorize the imposition of Municipal Tax on revenue received from customers within LeRoy’s territorial limits where such customers take delivery service from RG&E but receive commodity service from a third-party provider, and whether RG&E should have, in prior periods, been collecting the Municipal Tax from said customers and remitting the proceeds to LeRoy (the “Dispute”);

**WHEREAS**, RG&E’s prior tariffs expressly prohibited the collection of local gross receipts tax from customers that take delivery (or transportation) service from RG&E but receive commodity service from a third-party provider;

**WHEREAS**, on May 17, 2019 RG&E filed a petition proposing revisions to its tariffs to allow for the charging/collection of the Municipal Tax on transmission and delivery service related to customers who receive commodity service from third-party providers; and

**WHEREAS**, on September 19, 2019 the Commission issued an Order Approving Tariff Filings with Modifications (the “Order”), whereby the Commission approved the proposed tariff revisions, but required deletion of the “on a prospective basis only” language contained in RG&E’s Petition and RG&E modified its tariff language as required by the Order;

**WHEREAS**, LeRoy had initiated an audit of RG&E related to the Municipal Tax and/or the Dispute and as of the date hereof, that audit remains open and it is the intention of LeRoy to close the audit upon the Parties’ execution of this Settlement Agreement;

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**WHEREAS**, LeRoy, along with certain other cities and villages (together with LeRoy, the “Represented Municipalities”), has engaged Computel Consultants (“Computel”) as its agent for all matters related to the Municipal Tax and the Dispute;

**WHEREAS**, contemporaneously with this Settlement Agreement, RG&E and RG&E’s affiliate, New York State Electric and Gas Corporation (“NYSEG”, and together with RG&E, the “Companies”) and Computel have entered into a separate settlement agreement (the “Computel Agreement”) whereby RG&E and/or NYSEG or another affiliate of NYSEG and RG&E shall pay a combined total of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Settlement Amount”) to Computel to fully and finally resolve and settle the Represented Municipalities’ claims for Municipal Tax on gross revenues from transactions completed prior to the date RG&E begins collection of Municipal Tax pursuant to paragraph 7 of this Settlement Agreement;

**WHEREAS**, RG&E and NYSEG shall each pay a share of the Settlement Amount as determined by RG&E and NYSEG in their sole discretion (the “RG&E Share” and “NYSEG Share” as applicable) and the sum of the RG&E Share and the NYSEG Share shall equal the Settlement Amount;

**WHEREAS**, pursuant to the Computel Agreement, the Companies provided Computel with percentage allocations for the Represented Municipalities, and Computel shall allocate a portion of the Settlement Amount to LeRoy in accordance with those percentage allocations;

**WHEREAS**, the amount to be apportioned to LeRoy is one thousand five hundred dollars (\$1,500) (the “LeRoy Payment”); and

**WHEREAS**, the Parties desire to settle and resolve the Dispute without resort to litigation or legal proceedings, and without admission of fault or liability;

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby stipulate and agree as follows:

1. LeRoy will deliver an executed copy of this Settlement Agreement to RG&E for execution. Promptly upon receipt of this executed Settlement Agreement, the executed Settlement Agreements of the other Represented Municipalities and the executed Computel Agreement, RG&E will execute this Settlement Agreement. Within ten (10) business days after execution of this Settlement Agreement, RG&E shall pay the RG&E Share of the Settlement Amount to Computel by electronic funds transfer.
2. Pursuant to the Computel Agreement, within ten (10) business days of receipt of the RG&E Share of the Settlement Amount, Computel shall pay LeRoy the LeRoy Payment.
3. LeRoy hereby releases and forever discharges RG&E and its present, former and future directors, officers, trustees, lenders, representatives, employees, attorneys, advisors, agents, stockholders, partners, members, affiliates, predecessors, legal representatives, successors and assigns, from any and all claims, damages, liabilities, actions, complaints, causes of action, judgments, etc., whether at common law, equitable, or statutory in nature, whether in court, arbitration or other forum that LeRoy ever had, now has, or hereafter can, shall or may have, arising by reason or in respect of or related to the Dispute (the “Release”). For the avoidance of doubt, the Release covers only LeRoy’s claims for Municipal Tax on gross revenue from

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transactions completed prior to the date RG&E begins collection of Municipal Tax pursuant to paragraph 7 of this Settlement Agreement, and any claims relating to or arising from the agreement to collect and remit Municipal Tax set forth in paragraph 7 of this Settlement Agreement are not covered by or subject to the Release.

4. LeRoy hereby closes and will take all action necessary to formally close the audit described in the above recital.

5. The Release stated herein shall be effective upon payment by RG&E of the RG&E Share of the Settlement Amount, notwithstanding whether Computel has paid or ever will pay the LeRoy Payment to LeRoy and LeRoy agrees that it shall have no recourse from RG&E if Computel is late or does not ever pay the LeRoy Payment.

6. The Parties hereto agree not to commence or file, or cause, contribute or assist others to commence or file any complaint, or make any claim by any action, suit or proceeding, or voluntarily participate in any action, suit or proceeding, or pursue any remedy, arising out of, related to, or in connection with the Municipal Tax or the Dispute.

7. As soon as is practicable after execution of this Settlement Agreement, RG&E shall, on behalf of LeRoy, begin the process pursuant to its Tariff of collection of Municipal Tax from residents of LeRoy that receive energy transportation or delivery service from RG&E and receive their energy commodity from a third-party energy services company. RG&E will file with the Public Service Commission the statement required by its Tariff within 45 days of the date of payment of the Settlement Amount pursuant to paragraph 1 of this Settlement Agreement and make good faith commercially reasonable efforts to begin collection of the Municipal Tax as soon as is practicable. RG&E will remit said proceeds to LeRoy in accordance with its applicable tariff provisions.

8. LeRoy represents and warrants to RG&E that it has: (i) read and fully understands this Settlement Agreement, and (ii) consulted with counsel to the extent deemed necessary prior to the execution and delivery of this Settlement Agreement.

9. The terms and conditions of this Settlement Agreement and the existence of this Settlement Agreement, shall remain confidential. LeRoy, its employees, agents, counsel and/or other representatives, including the New York Conference of Mayors, that have a need to know of this Agreement and its terms shall not discuss or disclose to any third party any matters concerning (including its existence) this Settlement Agreement.

10. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of law. Any litigation arising out this Settlement Agreement, other than those brought before the New York Public Service Commission, are to be venued in the courts of Monroe County, New York.

11. This Settlement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail shall be valid and effective to bind the Party so signing.

12. This Settlement Agreement may not be amended, supplemented or otherwise modified except by a written instrument signed by each of the Parties hereto.

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13. This Settlement Agreement constitutes the entire agreement of the Parties in connection with the Dispute. Any prior communications by the Parties, whether written or oral, pertaining to or made in connection with this Settlement Agreement shall have no binding force and effect.

14. No provision of this Settlement Agreement shall be deemed waived by either Party, unless in writing signed by the Party granting the waiver.

15. This Settlement Agreement is a negotiated settlement agreement, and the resolution of the issues or the manner in which such issues were resolved shall have no precedential effect with respect to any future issues relating to the Municipal Tax. Neither this Settlement Agreement nor anything contained herein, nor any action taken by the Parties in performance of their obligations hereunder, shall be construed as evidence of the validity of any claim asserted by any Party, nor an admission of the same by any Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Settlement Agreement to be duly executed by its duly authorized representatives on and as of the date first above written.

Rochester Gas and Electric Corporation

By: Name: Title:

Rochester Gas and Electric Corporation

By: Name: Title:

Village of LeRoy

By:

Name: Greg Rogers

Title: Mayor

NEW BUSINESS:

- i. Trustee Tetrault made a motion for a **Resolution to Relevy 2021-2022 Taxes to the County.** This is \$18,000 less than relevied last year. The motion was seconded by Trustee Yacuzzo and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.

RESOLUTION TO RELEVY 2021-2022 TAXES TO THE COUNTY

MOTION BY: Trustee Tetrault

WHEREAS, the Board of Trustee levied real property taxes against all assessable real property in the Village to meet local government requirements for the 2020-2021 Fiscal Year, and

WHEREAS, the Clerk-Treasurer is submitting a list of unpaid Village taxes for said year remaining after continued servicing action, NOW THEREFORE

BE IT RESOLVED the attached list of delinquent real property taxes, totaling \$102,718.49 be submitted to the Genesee County Treasurer's Office for relevy and reimbursement to the Village.

SECONDED BY Trustee Yacuzzo

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- j.** Trustee Bonacquisti made a motion for a **Resolution to approve Fiscal Year-End Adjustments and Balance Sheet as of May 31, 2021**, which was seconded by Trustee Kettle and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.
- k.** Trustee Kettle made a motion to approve the **Festival Application** submitted by the LeRoy Business Council for **First Night Fireworks on 12/31/2021**. The Police Chief, Fire Chief, and DPW Supt. have all signed it. The motion was seconded by Trustee Yacuzzo and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.
- l.** **DPW-1999 Mack Truck-Request to consider selling for \$10,000 in lieu of repair bills totaling \$10,090 to Lathan Equipment.** DPW Supt. Bob Lathan stated the village had needed a new vactor truck. Brand new vactor trucks cost approx. \$400,000. Instead, they took parts from the current Mack vactor truck and built a vactor truck on an International truck chassis. The first two bills from Lathan Equip. for \$5,720 were for work already completed on the project. The third, for \$4,370, was to finish stripping the Mack and salvage for parts. Trustee Yacuzzo made a motion to approve trading the remains of the 1999 Mack truck for three Lathan Equipment invoices totaling \$10,090. The motion was seconded by Trustee Tetrault and on a call of votes, Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye. Motion carried.

CITIZEN PARTICIPATION:

**Florence Condidorio** thanked the Board and asked if they could appoint a committee to look into all aspects of development to meet the needs of everyone.

**Barb Elliott** thanked the Board.

**Jennifer Keys** thanked the Board and explained that she understood because she had sat on a board during a similar contentious time. She felt that a PUD is something the community needs and has something special to offer moving forward.

**Mayor Rogers** responded that the village needs to update the comprehensive plan and it should be done by younger people. Mrs. Condidorio was right, they should get a group together of younger people.

**Bob Taylor** said older generation should bring history to the decision-making process.

OFFICIAL CONSIDERATION:

**Trustee Bonacquisti** – 66 Lake Street, again. Chief Kellogg explained that Code Enforcement Officer Steinbrenner and Attorney Jake Whiting drafted a letter to the owner, McDonald. They just that day received an answer and would be working with Mr. McDonald’s attorney from now on.

**Trustee Kettle** – Welcomed Steve Carroll back. He said that he appreciated everyone’s opinions regarding the East Ave. development process. They were all LeRoyans and want to be able to say “hello” to each other in Tops.

**Trustee Yacuzzo** – He felt they needed to look into Planning in the village. There is stimulus money to use. An elevator would be helpful in Village Hall as half the building is under-utilized. He believes the



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\$1 million parking lot on Bacon Street could be better served by having an entry off Route 19 and that Bacon and Pleasant Streets should be cleaned up. As for development, he believes the village should put out a request for proposals. He appreciates everyone's comments regarding the East Ave. development. The people on the Board, we love this community, and we make what we think are the best decisions.

**Mayor Rogers** – Thanked Merritt Holly and the LeRoy Central School, Eric Weiss and Andrew Kosa from CPL, Jake Whiting, and support staff. Happy Thanksgiving!

EXECUTIVE SESSION:

Motion to go into executive session for personnel reasons was made by Trustee Bonacquisti and seconded by Trustee Kettle. On a call of votes: Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried. Mayor Rogers asked that Chief Kellogg and Clerk-Treasurer Carmel attend this session. Session entered at 7:55 pm.

REGULAR SESSION:

Trustee Yacuzzo offered a motion to go back into regular session, seconded by Trustee Tetrault. On a call of votes: Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried. Session entered at 8:10pm. Mayor Rogers announced that no action was taken during executive session.

A motion was made by Trustee Bonacquisti to accept **Sgt. Emily McNamara's request for demotion to the rank of Detective**. It was seconded by Trustee Kettle. On a call of votes: Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried.

**DPW Supt. Lathan discussed purchase of a Bobcat** to replace the sidewalk Bobcat 450 currently used. He's happy with everything about the model he's looking at; he just needs to find out if it can push snow. It costs \$33,000 and \$4,000 for the snow blower.

The DPW has a truck on order for \$190,000 that was originally set for delivery June 2021 but it was pushed to the end of April 2022 or early May. Even if it's close to the end of the budget year, it could be pushed to next budget year. So, money is available in the current budget for the Bobcat, and doesn't require a vote. He just wanted the Board to know what was going on.

RESOLUTION TO PAY BILLS – Motion to pay bills was offered by Trustee Tetrault and seconded by Trustee Yacuzzo. On a call of votes: Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried.

General Fund – ACH and check numbers 24318, 24681 - 24748, totaling \$ 614,528.42

Cap #2 Fund – Check numbers 1128-1130, totaling \$382,670.54

ADJOURN – There being no further business, a motion was offered by Trustee Tetrault to adjourn, seconded by Trustee Yacuzzo and on a call of votes: Trustee Bonacquisti – Aye, Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Yacuzzo – Aye, Mayor Rogers – Aye, carried.

Meeting adjourned at 8:30pm.

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Respectfully submitted,

Eileen Carmel,  
Clerk-Treasurer