

**REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES
MARCH 9, 2016**

A REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES WAS HELD ON WEDNESDAY, MARCH 9, 2016, BOARD ROOM, VILLAGE HALL.

PRESENT: Mayor Gregory Rogers; Trustees James Bonacquisti, William Kettle, Robert D. Taylor, Jr; Clerk-Treasurer Sharon Jeary; DPW Supervisor Bob Lathan; John Eisenhard; 2 citizens.

EXCUSED: Trustee Tucci.

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

PUBLIC HEARING, TIME WARNER CABLE FRANCHISE RENEWAL – Mayor Rogers opened the public hearing for Time Warner Cable Franchise Renewal and read the following:

This is a public hearing of the Village Board regarding cable franchise renewal for the Village of LeRoy. This public hearing is held pursuant to Section 626 of the federal Cable Act, which sets for the process for franchise renewal. The Village's current franchise with Time Warner will expire soon, and the Village is beginning the process of renewing the franchise.

This public hearing is part of the preliminary portion of franchise renewal in which the Village reviews the cable operator's past performance and identifies the Village's future cable-related community needs. As such, as part of this public hearing, we invite comments from any citizens who wish to speak regarding either or both of the aforementioned subjects.

Franchise renewal is the best opportunity for municipalities to assert their rights with respect to their cable operator and to obtain important benefits in return for granting the cable operator the right to use their public rights-of-way. These benefits include:

1. A state-of-the-art cable system now and in the future;
2. Strong customer service standards;
3. Free services to community facilities;
4. Better reporting requirements from the cable operators;
5. Maximized franchise fees;
6. An educational and governmental (EG) channel;
7. Legal protections of the rights-of-way; and
8. Better mechanisms to enforce the Franchise Agreement.

These are just some of the potential benefits available through franchise renewal. Citizens may address these items or any other cable-related items that are important to them. We will now open the hearing up to citizen comments.

Ray Yacuzzo – asked if there are other interested cable franchises?

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Mayor Rogers – the Village has entered into an agreement with Time Warner. There are other concerns that provide TV reception such as Direct and Satellite.

There being no further discussion a motion was offered by Trustee Taylor to close the public hearing, seconded by Trustee Kettle and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried.

APPROVAL OF MINUTES – A motion was offered by Trustee Kettle to approve the minutes of the Board of Trustees dated February 24, 2016 as previously printed and presented. Seconded by Trustee Bonacquisti and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried.

COMMUNICATIONS:

NYCOM ANNUAL MEETING – NYCOM’s Annual Meeting will be held May 1-3, 2016 at Saratoga Springs at the Gideon Putnam Hotel. Interested Board members contact the Clerk-Treasurer to complete reservations.

GENESEE/FINGER LAKES REGIONAL PLANNING COUNCIL – The Genesee/Fingers Lakes Regional Planning Council is holding their annual Spring 2016 Regional Local Government Workshop. The workshop will be held on Thursday, May 19, 2016 interested Board members are to contact the Clerk-Treasurer to complete reservations.

OATKA CREEK WATERSHED COMMITTEE – Letter received from the Oatka Creek Watershed Committee regarding a current project they are working on in LeRoy to label the storm drains. They are applying for a grant to purchase equipment to tag the curbs near each storm drain that will inform that the drain goes to the creek. They would like to involve volunteers to participate in the project in an effort to educate the community that anything that goes down the drain goes into the creek. If there are any questions or concerns Peter Lent, chair will be glad to explain.

DEPARTMENT CONSIDERATIONS:

DPW Supervisor Lathan – all is well.

Mayor Rogers advised that STP Supervisor is making progress.

OLD BUSINESS:

TIMBER SALE, STP - John Eisenhard was present and advised the Board that the appropriate insurances for the removal of timber at the Sewer Treatment Plant property has been received and the project will begin, Monday morning, March 14th. Brief discussion was held on the property and remaining trees.

NEW BUSINESS:

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RESOLUTION TO AUTHORIZE BIDS FOR MAIN STREET SIDEWALKS – The Village Board would like to improve sidewalks along a portion of Main Street. A motion was offered by Trustee Taylor to authorize the Clerk-Treasurer to advertise to receive bids for improvements to the sidewalks located along a portion of Main Street (NYS Route 5) in the Village. The work consists of infilling openings within the existing foundation walls of downtown buildings, filling the voids located under the sidewalk with low strength fill, and pouring new sidewalks. Seconded by Trustee Kettle and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried.

RESOLUTION TO ENTER SHARED SERVICES AGREEMENT WITH GENESEE COUNTY, TOWN OF STAFFORD, AND TOWN OF BETHANY AND ADJACENT MUNICIPALITIES – The Village would like to continue sharing services with neighboring communities in order to be fiscally responsible, therefore a motion was offered by Trustee Taylor to enter into a Shared Services Agreement with Genesee County, Town of Stafford, and the Town of Bethany. Seconded by Trustee Bonacquisti and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried.

HIGHWAY SHARED SERVICES AGREEMENT

1. For purposes of this contract, the following terms shall be defined as follows:
 - a. “Municipality” shall mean any village, city, county, or town, which has agreed to be bound by contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with their respective municipal clerk.
 - b. “Designated Filing Agent” shall mean the clerk of said municipality.
 - c. “Contract” shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.
 - d. “Shared Service” shall mean any service provided by one municipality for another that is consistent with the purposes and intent of this contract and shall include but not limited to:
 1. the renting, exchanging or lending of highway machine, tool and equipment, with or without operators;
 2. the providing of a specific service;
 3. the maintenance of machinery or equipment.

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e. "Superintendent" shall mean, the case of a city, the head of the Department of Public Works; in the case of a county, the County Superintendent of Highways or the person having the power and authority to perform the duties generally performed by county superintendent of highways; in the case of a town, the town Superintendent of Highways and or Superintendent of Highways and or Superintendent of Public Works; in the case of the village, the Supervisor/Superintendent of Public Works.

2. The Village of LeRoy has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Village Clerk.

3. The Village of LeRoy by this agreement grants unto the Supervisor, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

a. The Village of LeRoy agrees to rent or exchange or borrow from any municipality any and all materials, machinery, and equipment, with or without operators, which it may need for purposes of the Village. The determination as to whether such machinery, with or without operators, is needed by the Village, shall be made by the supervisor. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective supervisor/superintendent.

b. The Village of LeRoy agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or without operators, or materials is available for renting, exchanging or lending shall be made by the supervisor. In the event the supervisor determines that it will be in the best interests of the Village to lend to another municipality, the supervisor is hereby authorized to lend to another municipality. The value of materials or supplies loaned to another municipality under this agreement may be returned to the Village in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.

c. The Village of LeRoy agrees to repair or maintain machinery or equipment of any municipality under terms that may be agreed upon or determined by the supervisor.

d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the operator shall determine the method by which the machine is to be operated.

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e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for purposes of worker's compensation, liability and any other relationship with third parties, shall be considered the machinery or and the employee of the municipality owning the machinery and equipment.

f. the lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its owner operator.

g. Each municipality shall remain fully responsible for its own employees, including but not limited to, salary, benefits and workers' compensation.

4. In the event machinery or equipment that is being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality the municipality owning the machinery or equipment shall be responsible to make or pay for repairs. In the event machinery or equipment is operated by any employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

5. Any municipality which is a party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be submitted with thirty (30) days of such revocation.

6. Any action taken by the supervisor pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Village budget for street expenses.

7. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are party to this contract to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

8. This contract shall be reviewed by the Village Board and shall expire five (5) years from the date of its signing by the Village Mayor. The Village may extend or renew this contract at the termination thereof for another five (5) year period.

9. Copies of this contract shall be sent to the Clerk and Superintendent of each municipality with which the Supervisor anticipates engaging in shared services. No shared services shall be conducted by the Supervisor except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the Clerk of his or her municipality and the superintendent.

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IN WITNESS THEREOF, the said Village of LeRoy has by order of the Village Board caused these presented to be subscribed by the Supervisor of the Department of Public Works and the seal of the Village to be affixed and attested by the Clerk thereof, this 9th day of March, 2016.

By /s/ Mayor

REQUEST FOR FESTIVAL PERMITS, LEROY LITTLE LEAGUE, LCCP – An application has been received from LeRoy Little League to hold their annual Opening Day Parade. Said parade will be held on April 23rd from 9 to 10 am. The parade will begin in front of the American Legion down Main Street to the League Field. Another application has been submitted by the LeRoy Christian Community Project to hold a Craft Fair and Barbecue on Saturday, June 11th from 11 am to 4 pm. A motion was offered by Trustee Bonacquisti to approve the application for the LeRoy Little League to hold their annual Parade as described and the LeRoy Christian Community Project to hold a Craft Fair and Barbecue, as described contingent upon Department Head approval. Seconded by Trustee Bonacquisti and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried.

RESOLUTION TO AUTHORIZE BID FOR A MECHANICAL SWEEPER WITH VACUUM ASSISTANCE – DPW Supervisor is requesting a new street sweeper for the Village, projected cost for the vehicle is approximately \$188,000. Board members understand the need and will fund the purchase of the Street Sweeper through the Equipment Reserve Fund in the 2016-2017 Fiscal Year. A motion was offered by Trustee Taylor to authorize the Clerk-Treasurer to advertise for bids a Mechanical Sweeper with Vacuum Assistance, seconded by Trustee Bonacquisti and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried.

OFFICIAL CONSIDERATIONS:

Trustee Bonacquisti – urged people to get out and vote.

Trustee Taylor – the Town Board meeting of March 10th will consider separation of the Village/Town Zoning Board of Appeals.

Mayor Rogers – also urges everyone to get out and vote.

EXECUTIVE SESSION: A motion was offered by Trustee Bonacquisti to enter Executive Session for the purpose of discussing a personnel matter. Seconded by Trustee Taylor and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried. Mayor Rogers requested Clerk-Treasurer Jeary to remain for the session. Session entered at 7:24 pm.

REGULAR SESSION: A motion was offered by Trustee Bonacquisti to enter Regular Session, seconded by Trustee Kettle and on a call of votes Trustee Bonacquisti – Aye,

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Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried. Regular session entered at 7:47 pm. Mayor Rogers announced no action was taken during the Executive Session.

AUTHORIZATION TO PAY BILLS – A motion was offered by Trustee Taylor to pay bills as presented, seconded by Trustee Bonacquisti and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers - Aye, carried. Payment is as follows:

General Fund – check number 19380 – 19417: \$141,342.72

ADJOURN – There being no further business a motion was offered by Trustee Kettle to adjourn, seconded by Trustee Bonacquisti and on a call of votes Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Taylor – Aye, Mayor Rogers – Aye, carried. Meeting adjourned at 7:50 pm.

Respectfully submitted,

Sharon M. Jeary,
Clerk-Treasurer

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