

**AGENDA**  
**PUBLIC HEARING/**  
**REGULAR BOARD MEETING**  
**TUESDAY, September 19, 2023, AT 7:00 P.M.**

**OPEN MEETING:** Pledge to the Flag

**MINUTES:** July 25<sup>th</sup> Special Meeting, August 8, 2023, Work Meeting, August 15, 2023, Regular Meeting:

**OPEN PUBLIC HEARINGS,** the purpose of considering public opinion relating to a One-Year Fire Protection Agreement with the Village of Leicester (on behalf of the Village of Leicester Fire Department) Which will commence on January 1, 2024, and expire on December 31, 2024, at 11:59 pm and which will provide for one annual payment to the Village by the Town in the sum of Forty Thousand Dollars (\$40,000.00),

Also, the purpose of considering public opinion relating to a proposed Local Law to establish a real property tax exemption pursuant to New York State Tax Law 466-a, for certain qualifying volunteer firefighters and volunteer ambulance workers that are residents of the Town or Village of Leicester, Livingston County, New York.

**Lisa and Joe Hauslauer:**

**HIGHWAY SUPT. REPORT:**

**HIGHWAY SUPT SUBJECTS; QUOTES ON RUSTED PANELS TO OVERHEAD GARAGE DOORS  
DISCUSSION:**

**LEICESTER FIRE DEPT REPORTS:** John Yasso:

**CUYLerville FIRE DEPT. REPORTS;** Frank Radesi:

**OLD BUSINESS:**

**Tarpon Towers Update:**

**Lease Agreement with LCWSA:**

**NEW BUSINESS:**

**Youth Board Report:**

**FINANCIAL REPORTS:** Budget Report, Monthly Statement of Supervisor, Town Clerk Monthly, Record of Receipts.

**AUDIT ABSTRACT OF CLAIMS \$ :**

**CLOSE PUBLIC HEARING:**

**Local Law to establish a real Property Tax Exemption for certain qualifying Volunteer Firefighters and Ambulance workers:**

**One-Year Fire Protection Agreement with Village:**

**ADJOURNMENT:**

**TOWN OF LEICESTER**  
**PUBLIC HEARING/**  
**REGULAR BOARD MEETING**  
**TUESDAY, AUGUST 15, 2023, AT 7:00 P.M.**

The Regular /Public Hearing Meeting of the Leicester Town Board was held on Tuesday August 15, 2023, at 7:00 p.m. at the Leicester Town Hall. Pledge to the Flag was led by Supervisor Fanaro.

**Present:** David Fanaro, Town Supervisor; Jason Yasso, Gerald Hull, Matthew Durbin, Karen Roffe, Councilmembers; Russell Page, Highway Superintendent, James Campbell, Town Attorney; Jason Molina, LCWSA Director; Amy Neumann, Town Clerk.

**Others:** Renee Fanaro, Lisa Semmell, Rob Semmell, John Yasso, Jon Barrett, Rich Neumann, Jennifer Johnson, Frank Radesi, Jerry Christiano, Rich White, Dan Christiano, Jim Kane, Fay Barrett, Ed Hauslauer, Carl and Dean Pendergast.

Town Supervisor, David Fanaro asked for A Moment of Silence in honor of the Late Town Supervisor, Chuck DiPasquale from Town of Mount Morris, New York, passed away August 13<sup>th</sup>, 2023.

**MINUTES:** July 11, 2023, Work Meeting Cancelled, July 18, 2023, Regular Meeting: A Motion was made to approve meeting minutes by Councilmember, Jason Yasso, and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

**OPEN PUBLIC HEARING,** the purpose of considering public opinion relating to the possible long-term lease of the Town's water distribution improvements that serve the Town's Cuylerville Water District, Rt. 36 Water District, and water customers along Caledonia Rd. within the Town (the "System") to the Livingston County Water and Sewer Authority, for them to operate and maintain such improvements and provide water delivery services for the benefit of Town residents. The proposed term of such lease agreement is forty (40) years. Supervisor Fanaro opened the Public Hearing at 7:01 p.m. The Supervisor asked the public to keep comments to 3 minutes each and state name for the record.

Maney Comments and Discussion regarding this long-term lease agreement and the wording of the contract that was discussed with the Town Board and the Public. Those that spoke during this Public Hearing were, Town Supervisor, David Fanaro; Jason Molino, LCWSA Director; James Campbell, Town Attorney; Jason Yasso, Councilmember; Karen Roffe, Councilmember; Russ Page, Highway Superintendent; Residents, Rich Neumann, Dan Christiano, Rich White, Dean Pendergast, Lisa Semmell. This Public Hearing stayed open until 8:26 p.m.

**HIGHWAY SUPT. REPORT:**

**HIGHWAY SUPT. REPORT**

**AUGUST 2023**

- Finished the pass around Town cold patching in preparation for surface treating the roads.
- Finished mowing the roadsides including more of the State shoulder of Rte. 36 at the intersection of Covington Road for better site distance.
- Prepared Crapsey Rd. and Keeney Rd. cleaning inlets and outlets of cross pipes and driveway pipes and taking off stretches of shoulder for stone and oiling.
- Swept the roads to be stone and oiled.

- Helped the T/O Groveland gravel Davis Road.
- Applied gravel shoulders to back up the macadam on Upper Peoria Road.
- A MVC in Farley's Gully (the dip in the road between Cone Rd. and New Rd. on Covington Rd.). Assisted with the road closure and cleanup of Beats in the ditch line.
- Assisted N.Y.S. D.E.C. spill team with a oil leak on Canandaigua Street.
- Stone and oiled with Midland: Crapsey Rd., Coverdale Rd., Macadam section of Cone Rd., Kingston Rd., and Upper Peoria Rd.
- Helped the Village of Mt. Morris surface treat various streets, fire lanes and mill Parker Rd. and the basketball court at the Village Park.
- Helped the T/O York install some tile and shim blacktop in preparation of road resurfacing.
- Crack filled with Suit Kote the Town section of South Street, touched up Upper Mt. Morris Rd. from Jones Bridge Rd. to Perry Rd., Jones Bridge Rd. from Rte. 36 to River Rd., and Wheelock Road.
- Helped the Village of Caledonia finish blacktopping three Streets.
- Stone and oiled with Suit Kote Keeney Rd., the Town section of South Street, River Rd. from the County line to the Sportsman's Club, and Upper Mt. Morris Rd. from the Park entrance to Perry Road.

## “WATER BUSINESS”

- Routine daily/monthly water check and testing.
- Some stakeouts for UFPO.
- Some flushing of dead-end mains.
- Helped Chris Young install a CLA control valve at the Village of Leicester pump station.

## LEICESTER FIRE DEPT REPORTS: John Yasso:

Village board meeting 8/21/2023 **Leicester Fire Dept. Report** Town Board Meeting 8/15/2023

### 1. Activities

Number of calls in the past month (July 17 – Aug 14) 8 calls.

- 1) 7/1/23 MVC – three cars - 3080 Cuylerville Road near old Brine plant
- 2) 7/25/23 Tractor Trailer tipped over – Covington Road near New Road
- 3) 7/26/23 MVC one car – 2228 Leicester Road
- 4) 7/26/23 Haz Mat – outside gas leak – 2079 Leicester Road
- 5) 7/27/23 MVC – two cars – 2710 Perry Road
- 6) 7/31/23 MVC – one car & deer – 2291 Leicester Road
- 7) 7/31/23 Electrical issue – Low hanging wires / traffic control – 2184 Leicester Road
- 8) 8/12/23 MVC – 74 Mt. Morris Road & Jones Bridge Road

August monthly training – Extrication tools

Social Activities:

- 1) Participated in Wednesday Night concert in Village Park – trucks display and public information 8/2/23
- 2) Participated in Wyoming County FD Parade at Pike Fair – 8/15/23

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### 2. TRUCKS:

2017 Pumper Truck 135 – Quick dump on back not working. Part is on order.

2006 Pumper Truck 134 - OK

.2006 Mini Pumper 133 - Ok

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### 3. Fire Hall:

1. Back Roof needs to have repairs - Leaks - Contractor to provide a quote – on Hold
2. Backup Generator?? – Wait Till Fire and EMS study is completed

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### 4. Equipment

A) Need to order 2 more sets of gear for next budget year 2023-24. 7-9 months delivery time – Estm. \$5500.00

B) Ordered equipment for the Forestry Grant (\$3000) \$1500 / \$1500 match –

- \* 6-19-23 some equipment has come in
  - \*7-12-23 most of the items are here – Invoices total \$3028.77
  - \* 8-14-23 contacting Forest Ranger to close out grant
  - C) Rescue tool / Jaws needs repair – contacted supplier for service
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#### 5. Other items

- A) Application for 2022 FEMA grant is submitted. Total \$190,884 for 16 air packs and spare cylinders
- \* 8-14-23 No response yet
- C) Local Gov Efficiency - Fire and EMS study grant approved for \$19,500 at Feb. meetings Town and Village. Total for the study is \$39,000.00.
- \*6-7-23 Final application signed by Supervisor Fanaro and sent back to DOS
- \*7-17-23 CRG will start study – meeting with Fire Depts. week of July 24, 2023
- \* 8-14-23 Sub-Committee meeting with CRG group to kick off study information

### **CUYLerville FIRE DEPT. REPORTS; Frank Radesi:**

Cuylerville fire and ems report for July 2023

Sent from [Mail](#) for Windows.

7-1 fill-in mt Morris

7-1 standby racetrack

7-4 smoke in house mt Morris

7-4 smoke in hall Murray hill

7-16 fill in mt Morris.

7-17 mvc

7-19 smoke in house mt Morris

7-22 standby racetrack

7-26 mvc

7-26 gas in residence

7-27 mvc

7-27 oil spill

7-31 mvc

7-31 wires down

Had 12 controlled burns.

26 fire calls for the month

And 14 ems calls for the month.

### **OLD BUSINESS:**

**Tarpon Towers Update:** Town Attorney James Campbell stated all paperwork has been submitted. Boar testing was completed last Thursday. Lease Agreement \$1000.00 per month and there is a \$5000.00 signing bonus. Revenue stays here.

**Dept of Transportation on Jones Bridge Road Update:** The state declined the 40 MPH on this road. This application was submitted right before covid.

**NEW BUSINESS:**

**Set Public Hearing for Fire Contract with Village of Leicester:** A Motion to set the Public Hearing on September 19, 2023, at 7:00 p.m. was made by Councilmember Jason Yasso, and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

**Set Public Hearing for Proposed Local Law for Real Property Tax Exemption for Firefighters and Ambulance Personnel:** A Motion was made to set the Public Hearing for September 19, 2023, at 7:00 p.m. by Councilmember Karen Roffe, and Seconded by Councilmember Jason Yasso. Motion carried. Ayes 5, Noes 0.

**FINANCIAL REPORTS:** Budget Report, Monthly Statement of Supervisor, Town Clerk Monthly, Record of Receipts: A Motion was made to Accept the Financial Reports was made by Councilmember Karen Roffe and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

**AUDIT ABSTRACT OF CLAIMS \$161,027.92:** A Motion was made to audit the bills and pay bills by Councilmember Karen Roffe and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

**CLOSE PUBLIC HEARING:** Supervisor Fanaro closed the public hearing at 8:26 p.m.

**Long Term Lease with Livingston County Water Sewer Authority:** Modifications and changes as discussed will be made by Town Attorney James Campbell and redlined, these will be submitted to Town Board via email to review then final red line hardcopy will be made available on the Town Website for public viewing as Councilmember Jason Yasso requested.

**Cuylerville Fire Department, Frank Radesi:** Wanted to know the results of the decision for the money to Cuylerville Fire Department for the equipment needed. Supervisor Fanaro answered with the Town Board approved that the remaining fund balance would be given to the Cuylerville Fire Department without exceeding the amount that was budgeted.

**ADJOURNMENT:** A Motion to adjourn was made at 8:35 p.m. by Councilmember Karen Roffe and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

Respectfully Submitted by,  
Amy Neumann, Town Clerk

## **FIRE PROTECTION AGREEMENT**

**THIS AGREEMENT** made by and between the **Town of Leicester**, a Municipal Corporation with an address and place of business located at 132 Main Street, Leicester, New York 14481, (hereinafter referred as the “Town”) and, the **Village of Leicester**, a Municipal Corporation with an address and place of business located at 52 South Parkway, Leicester, New York 14481 (hereinafter referred to as the “Village”).

**WHEREAS**, The Town desires to contract with the Village for the Village Fire Department to augment and assist in fire protection within the Town, outside the Village; and

**WHEREAS**, pursuant to New York State Town Law §184, the Town Board conducted a duly noticed Public Hearing on \_\_\_\_\_, 2023.

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. The Town hereby agrees to engage the Village to provide fire protection for the Town (outside the Village) and the Village hereby agrees to provide fire protection to the Town (outside the Village). Said fire protection to be provided by the Village Fire Department.
2. The Village Fire Department shall at all times during the period of this agreement be subject to call from the Livingston County Emergency Services (the 911 Dispatcher(s)) to attend any fire scene within the Town (outside the Village) and, when so notified shall respond and attend the fire with all available and qualified personnel, vehicles and equipment. The Village Fire Department shall only provide fire response services for which they have appropriately trained and certified personnel to provide as well as proper equipment to provide.
3. During the term of this Agreement, the Village shall periodically provide an updated and current roster of each active member of the Village Fire Department, along with his/her current certifications.
4. Village Fire Department personnel shall not render or attempt to render or interfere with emergency medical services being provided by other agencies.
5. In consideration of the aforesaid services, the Town shall pay to the Village the sum of Forty Thousand Dollars (\$40,000) for the calendar year of 2024, payment to be paid on or before the first day of April each respective year. There will be a 2% per month late charge on any unpaid amounts as of April 1 of each year.
6. In the event of any loss or damage sustained by the Village’s firefighting equipment, while attending or returning from a call within the Town (outside the Village), the Village hereby agrees to indemnify and hold the Town harmless from any liability of every kind and nature resulting therefrom.

7. In the event of the injury to or death of any of the Village Fire Department member, or any other person which may occur while attending or returning from a duly authorized fire response call, the Village agrees to indemnify and hold the Town harmless from any and all liability of every kind and nature, whatsoever.
8. The Village shall additionally and specifically indemnify and hold the Town harmless from any claim for loss of wages, volunteer fireman worker's compensation claims, medical expenses, or other claims by reason of death or injury to a member of the Village Fire Department.
9. The Village hereby agrees that all of the funds received from the Town each year pursuant to this Agreement shall be used exclusively for the support of the Village Fire Department.
10. As additional consideration under this Agreement, the Town of Leicester Agrees to perform snow and ice removal on Village of Leicester Fire Department property.
11. This agreement is made in the State of New York and its interpretation and validity shall be governed by New York Law.

This Agreement shall begin on January 1, 2024, and expire on December 31, 2024, with no automatic renewal clause.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective seals and signatures to be affixed to the Agreement.

(SEAL)

TOWN OF LEICESTER

By: \_\_\_\_\_

David Fanaro, Town Supervisor

(SEAL)

VILLAGE OF LEICESTER

By: \_\_\_\_\_

Barry Briffa, Village Mayor

STATE OF NEW YORK            )  
COUNTY OF LIVINGSTON) ss.:

On the \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public in and for said state, personally appeared David Fanaro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK            )  
COUNTY OF LIVINGSTON) ss.:

On the \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Barry Briffa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**TOWN OF LEICESTER**  
**PUBLIC HEARING/**  
**SPECIAL BOARD MEETING**  
**TUESDAY, JULY 25, 2023, AT 6:30 P.M.**

The Public Hearing/Special Board Meeting of the Leicester Town Board was held on Tuesday, July 25, 2023, at 6:30 p.m. at the Leicester Town Hall.

**Present:** David Fanaro, Supervisor; Jason Yasso, Matthew Durbin, Karen Roffe, Gerald Hull, Councilmembers; James Campbell, Town Attorney; Amy Neumann, Town Clerk.

**Others:** Richard White, Karen White, Renee Fanaro, Rich Neumann, Dan Christiano

**Open Public Hearing for Culyerville Water District Water Tank Replacement and Improvements:** Supervisor Fanaro opened the Public Hearing at 6:30 p.m. and stated it would be open for a brief period for public comment or concern. Town Attorney, James Campbell joined the Town Board this evening and described the possible project to the public. This is being proposed right now due to a grant being available called the WIIA grant and the tanks imminent failures. The Grant is up to sixty percent of the price of qualified projects with a forty percent match. The idea in this situation is that this tank has been identified as part of the York Leicester Regional Water Project that is being explored with the Livingston County Water Authority managing that project. AKZO Settlement Funds have already gone through the WIIA Grant process, and the idea is to have the Town of Leicester Apply for the WIIA Grant, see if it can get some funds from that grant, and if we can the balance of the local share which would be forty percent of the total amount would come from the AKZO settlement funds. WIIA Grant requires an adopted Bond Resolution that covers the financing of all the project to submit the application. Tight timeline to submit this application and this is the reason for special meeting. Taking down old tank and replacing with different design with new elevated tank to try to get better water pressure, we have had THM problems.

**Close Public Hearing:** A Motion was made to close the Public Hearing at 7:14 p.m. by Councilmember Karen Roffe and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

**SEQR:**

RESOLUTION NO. \_\_\_\_\_

CLASSIFYING THE CUYLerville WATER STORAGE  
TANK REPLACEMENT AS A TYPE II ACTION.

Council Member \_\_Matthew Durbin\_\_ presented the following resolution and moved that it be adopted, and it was seconded by Council Member \_\_Karen Roffe\_\_.

BE IT RESOLVED BY THE BOARD OF THE TOWN OF LEICESTER AS FOLLOWS:

**WHEREAS**, the Town of Leicester Board (“Town”) has determined that it is appropriate to apply for grant funding to assist in the financing of the various capital improvement projects; and

**WHEREAS**, the capital improvements, known as the (“Project”), being considered includes the replacement of the existing Cuylerville Water Storage Tank; and

**WHEREAS**, pursuant to the requirements of the State Environmental Quality Review Act (“SEQRA”), the Town must consider pursuant to criteria set forth in SEQRA the environmental implications of the Project; and

**WHEREAS**, certain actions are classified under SEQRA as Type II actions; and

**WHEREAS**, Type II actions are those actions, or classes of actions, which have been found categorically to not have significant adverse impacts on the environment, or actions that have been statutorily exempted from SEQRA review, and Type II actions do not require preparation of an Environmental Assessment Form, a negative or positive declaration, or an Environmental Impact Statement; and

**WHEREAS**, Type II actions do not require any further SEQRA review; and

**WHEREAS**, the Town has considered under SEQRA the environmental impact of which will be separately considered, and finds that each of the actions meets the requirement for a Type II action; and

**WHEREAS**, pursuant to 6 NYCRR Section 617.5 (c), the Project is determined to be Type II actions because they involve the following requiring no further review by the Town:

617.5 (c) (1) maintenance or repair involving no substantial changes in an existing structure or facility;

617.5 (c) (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4;

617.5 (c) (9) construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

617.5 (c) (13) extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF YORK, NEW YORK AS FOLLOWS:

1. The Project discussed above hereby is determined to constitute SEQRA Type II Actions as defined under said regulation and does not require an environmental impact statement or any other determination or procedure.

This resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution and Order was duly submitted for approval by vote of the Leicester Town Board on Tuesday, July 25, 2023, recorded as follows:

**Vote of the Board:**

Dave Fanaro, Supervisor	_Aye_
Matt Durbin	_Aye_
Gerald Hull	_Aye_
Karen Roffe	_Aye_
Jason Yasso	_Aye_

This is to certify that I, the undersigned, Clerk of the Board of the Town of Leicester of the County of Livingston, was duly adopted by the Leicester Town Board of said Town on the date above, and that the same is a true and correct transcript of said resolution.

In witness where of I have hereunto set my hand and the official seal of the Town Clerk this 25<sup>th</sup> day of July 2023.

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Amy Neumann, Town Clerk

**Public Interest Resolution:** A Motion was made by Councilmember Karen Roffe and Seconded by Councilmember Gerald Hull to adopt the Public Interest Resolution.

**TOWN BOARD  
TOWN OF LEICESTER  
COUNTY OF LIVINGSTON**

**RESOLUTION**

At a regular meeting of the Town Board of the Town of Leicester, Livingston County, State of New York, held at the Leicester Town Hall on the 25 th day of July, 2023.

**Resolution of the Town Board of the Town of Leicester, on behalf of the Cuylerville Water District, Livingston County, New York, Pursuant to New York State Town Law §202-b Determining that it is in the Public Interest to Construct and Install a replacement water tank and other improvements located within the Town of Leicester Cuylerville Water District**

**WHEREAS**, the Town Board of the Town of Leicester has determined that there is a need to make certain improvements for the benefit of the Town of Leicester Cuylerville Water District (the “Cuylerville Water District”) to address deficiencies with the water storage tank that serves the District, including failure of the tank coating system and water quality concerns that have led to an EPA Consent Order in the past. Addressing such deficiencies will allow the Town to provide safe and effective public water service to its customers within the Cuylerville Water District and will mitigate the public health risks associated with the potential for inadequate ability to deliver potable water within said District; and

**WHEREAS**, in order to accomplish such needs, the Town Board of the Town of Leicester is proposing the following improvements to the water facilities within the Cuylerville Water District: The replacement of the existing 250,000-gallon standpipe water tank with a new elevated tank. The new water tank will be designed to sit on a steel or concrete column that will be able to house a new TTHM system and chlorine booster system. The tank would be provided with a 30-foot sidewater depth versus the existing 75 foot sidewater depth, along with separate inlet and outlet piping. This will reduce stratification in the tank and improve water quality, resulting in lower TTHM levels in the water system. Additionally, site security will be increased with upgraded site fencing (collectively, the “Improvements”); and

**WHEREAS**, the Town Board has caused an Engineering Report (last dated June, 2023) of the proposed Improvements, together with an estimate of the cost thereof to be prepared by CPL, a firm of competent engineers, duly licensed by the State of New York (the “Engineering Report”), which Engineering Report is on file in the Office of the Leicester Town Clerk; and

**WHEREAS**, the Town Board is empowered to authorize the proposed Improvements subject to the provisions of New York State Town Law §202-b; and

**WHEREAS**, the Town Board, by a Resolution adopted on June 27, 2023, pursuant to New York State Town Law §§ 202-b, called for a public hearing on the subject of the approval the aforementioned Improvements to be held on July 25, 2023, at 6:30 p.m., at the Town Hall located at 132 Main Street, Leicester, New York, to afford all interested parties an opportunity to be heard regarding the proposed Improvements; and

**WHEREAS**, the Town Clerk, in accordance with such Resolution of the Town Board and in compliance with Town Law §193, duly caused such resolution regarding the proposed Improvements to



Karen Roffe

\_Aye\_

Jason Yasso

\_Aye\_

This is to certify that I, the undersigned, Clerk of the Board of the Town of Leicester of the County of Livingston, was duly adopted by the Leicester Town Board of said Town on the date above, and that the same is a true and correct transcript of said resolution.

In witness where of I have hereunto set my hand and the official seal of the Town Clerk this 25<sup>th</sup> day of July, 2023.

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Amy Neumann, Town Clerk

**Bond Resolution:** A Motion was made to adopt the Bond Resolution by councilmember Karen Roffe and Seconded by Councilmember Jason Yasso.

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD  
ADOPTING BOND RESOLUTION

At a meeting of the Town Board of the Town of Leicester, Livingston County, New York, held at the Town Offices in Leicester, New York, on the 25<sup>th</sup> day of July 2023:

PRESENT: David Fanaro, Town Supervisor; Councilmembers, Jason Yasso, Gerald Hull, Matthew Durbin, Karen Roffe; Town Attorney, James Campbell; Town Clerk, Amy Neumann

ABSENT:

\_Karen Roffe\_\_\_\_\_ presented the following resolution and duly moved that it be adopted and was seconded by \_\_Jason Yasso\_\_\_\_\_:

BOND RESOLUTION DATED JULY 25, 2023 OF THE TOWN BOARD OF THE TOWN OF LEICESTER, NEW YORK, AUTHORIZING GENERAL OBLIGATION SERIAL BONDS TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS WITHIN THE TOWN, AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES IN CONTEMPLATION THEREOF, THE EXPENDITURE OF SUMS FOR SUCH

PURPOSE, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town of Leicester Cuylerville Water District is a water District of the Town of Leicester, New York, duly established by the Town Board pursuant to the Town Law and, pursuant to a resolution adopted on July 25, 2023, the Town has duly authorized additional facilities therein pursuant to §202-b of the Town Law; and

WHEREAS, the Town, acting as lead agency under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), has completed its environmental review and, on July 25, 2023, has duly determined and found the purpose to be a type II action which will not have a significant impact on the environment and is not subject to any further environmental review under SEQRA; now therefor, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF LEICESTER, NEW YORK (hereinafter referred to as the "Town"), by the favorable vote of not less than two-thirds of all of the members of such Board, as follows:

Section 1. The Town of Leicester shall undertake certain capital improvements consisting of the acquisition and construction of water improvements for the Town of Leicester Cuylerville Water District, duly authorized pursuant to Section 202-b of the Town Law, consisting of the replacement of the existing Cuylerville Water District Water Tank, including the installation of by-pass pumping connections that will enable the water system to function during construction, and the acquisition of land or rights in land necessary therefor, if any, and the acquisition of original furnishings, equipment, machinery or apparatus, or the replacement of such equipment, machinery or apparatus, and other incidental improvements that may be required in connection therewith for such construction and district use (hereinafter referred to as "purpose"), and general obligation serial bonds in an aggregate principal amount not to exceed \$1,560,000 of the Town are hereby authorized to be issued to finance said purpose, and bond anticipation notes in anticipation thereof (and renewals thereof) of the Town are hereby authorized to be issued to finance said purpose.

Section 2. The estimated maximum aggregate cost to the Town of Leicester of said purpose, which may include preliminary costs and costs incidental thereto and costs of the financing thereof, is estimated to be \$1,560,000, and said amount is hereby appropriated therefor. The plan for financing of said purpose is to provide all of such maximum cost by issuance of bonds or bond anticipation notes as herein authorized, to be offset and reduced dollar for dollar by the amount of grants received, currently expected to be \$936,000 from a NYS EFC Water Infrastructure Improvement Act (WIIA) Grant.

Section 3. It is hereby determined and declared that (a) said purpose is one of the class of objects or purposes described in Subdivision 1 of Paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty (40) years, (b) the proposed maximum maturity of said bonds authorized by this resolution will be in excess of five years, (c) current funds required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, to the extent applicable, if any, will be provided, (d) the notes herein authorized are issued in anticipation of bonds for an assessable improvement, and (e) there are presently no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

Section 4. The bonds and notes authorized by this resolution shall contain the recital of validity prescribed in Section 52.00 of the Local Finance Law and such bonds and notes shall be general obligations of the Town and all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes.

Section 5. It is hereby determined and declared that the Town reasonably expects to reimburse the general fund, or such other fund as may be utilized, not to exceed the maximum amount authorized herein, from the proceeds of the obligations authorized hereby for expenditures, if any, from such fund that may be made for the purpose prior to the date of the issuance of such obligations. This is a declaration of official intent under Treasury Regulation §1.150-2.

Section 6. The power to further authorize the sale, issuance and delivery of said bonds and notes and to prescribe the terms, form and contents of said bonds and notes, including, without limitation, the consolidation with other issues, the determination to issue bonds with substantially level or declining annual debt service, all contracts for, and determinations with respect to, credit or liquidity enhancements, if any, and to sell and deliver said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, including without limitation, the authority to determine whether to accept bids electronically to the extent allowed by the Local Finance Law, and the power to contract and issue indebtedness pursuant to §169.00 of the Local Finance Law, if applicable, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign by manual or facsimile signature and attest any bonds and notes issued pursuant to this resolution, and are hereby authorized to affix to such bonds and notes the corporate seal of the Town of Leicester.

Section 7. The faith and credit of the Town of Leicester, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. Such bonds and notes shall

be payable from a levy on real property in such district benefitted or user charges therefor, in the manner provided by law, but if not paid from such source, all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 8. This resolution, or a summary hereof, shall be published in full by the Town Clerk of the Town of Leicester together with a notice in substantially the form prescribed by Section 81.00 of said Local Finance Law, and such publication shall be in each official newspaper of the Town, in the manner prescribed by law. The validity of said bonds or of any bond anticipation notes issued in anticipation of the sale of said bonds may be contested only if such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or the provisions of law which should be complied with, at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or if said obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution shall take effect immediately upon its adoption.

The motion having been duly seconded, it was adopted and the following votes were cast:

AYES 5.                      NAYS 0.

NOTICE PURSUANT TO LOCAL FINANCE LAW SECTION 81.00

The bond resolution published herewith was adopted on July 25, 2023, and the validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Leicester is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

\_\_\_\_\_  
Amy Neumann, Town Clerk  
Town of Leicester, New York

STATE OF NEW YORK            }  
  }    ss:  
COUNTY OF LIVINGSTON    }

I, the undersigned clerk of the Town of Leicester, DO HEREBY CERTIFY as follows:

1. A meeting of the Town Board of the Town of Leicester, Livingston County, State of New York, was held on July 25, 2023, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Town Board.
2. I have compared the attached Extract with said Minutes so recorded and said Extract is a true copy of said Minutes and of the whole thereof insofar as said Minutes relate to matters referred to in said Extract.
3. Said Minutes correctly state the time and place when said Meeting was convened and the place where such meeting was held and the members of said Board who attended said Meeting.
4. Public Notice of the time and place of said Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of said

Town Board had due notice of said Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

5. IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Leicester this 25 day of July, 2023.

{SEAL}

---

Town Clerk  
Town of Leicester

**Resolution to Authorize:** A Motion was made for WIIA Grant Authorization for the Supervisor to Sign and Submit by Councilmember Gerald Hull and Seconded by Councilmember Matthew Durbin. Motion carried. Ayes 5, Noes 0.

**TOWN BOARD  
TOWN OF LEICESTER  
COUNTY OF LIVINGSTON**

**RESOLUTION AUTHORIZING WIIA GRANT APPLICATION  
FOR THE  
TOWN OF LEICESTER CUYLerville WATER TANK REPLACEMENT**

At a special meeting of the Town Board of the Town of Leicester,  
Livingston County, State of New York, held at the Leicester Town  
Hall on the 25th day of July, 2023.

**WHEREAS**, the Town of Leicester (Town), is seeking a grant for the Town of Leicester Cuylerville Water Tank Replacement (Project) and intends to submit via the Environmental Facilities Corporation for funding to the New York Water Infrastructure Improvement Act (WIIA); and

**WHEREAS**, the Town project cost estimate for the Project is \$1,560,000.00; and

**WHEREAS**, the WIIA through NYS Environmental Facilities Corporation (NYSEFC) is authorized to fund up to 60% of the project cost in the amount of \$936,000.00; and

**WHEREAS**, CPL is authorized to prepare a grant application on behalf of the Town via the Environmental Facilities Corporation (EFC) to the NYS Water Infrastructure Improvement Act (WIIA); and

**WHEREAS**, the Supervisor is required to sign the grant application on behalf of the Town as well as a Grant Agreement with the NYSEFC and any and all other contracts, documents and instruments necessary to bring about the Project if a grant is awarded; now, therefore be it

**RESOLVED**, that the Town authorizes and appropriates a minimum of 40% local match as required by the Water Infrastructure Improvement Act (WIIA). Under the WIIA, this local match must be at least 40% of total project of \$1,560,000.00 for a total share of \$624,000.00. The maximum local share appropriated subject to any changes agreed to by the Town shall not exceed \$624,000.00 subject to receipt of a WIIA grant and available funding. The total estimated maximum grant is \$936,000.00. The Town may increase this local match through the use of in-kind services without further approval from the Town; and be it further

**RESOLVED**, that the Supervisor is authorized to sign a grant application on behalf of the Town via the NYSEFC to the Water Infrastructure Improvement Act (WIIA); and be it further

**RESOLVED**, that should a WIIA grant be awarded to the Town, the Supervisor is authorized to execute a Grant Agreement with the NYSEFC and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the Town's obligations under the WIIA Program through NYSEFC.

The question of the adoption of the foregoing Resolution and Order was duly submitted for approval by vote of the Leicester Town Board on Tuesday, July 25, 2023 recorded as follows:

**Vote of the Board:**

Dave Fanaro, Supervisor	<u>  Aye  </u>
Matt Durbin	<u>  Aye  </u>
Gerald Hull	<u>  Aye  </u>
Karen Roffe	<u>  Aye  </u>
Jason Yasso	<u>  Aye  </u>

This is to certify that I, the undersigned, Clerk of the Board of the Town of Leicester of the County of Livingston, was duly adopted by the Leicester Town Board of said Town on the date above, and that the same is a true and correct transcript of said resolution.

In witness where of I have hereunto set my hand and the official seal of the Town Clerk this 25<sup>th</sup> day of July, 2023.

---

Amy Neumann, Town Clerk

**Discussion on WIIA Grant:**

**Hold Public Hearing if No AKZO Funds and Before Bond impacts the Taxpayers:** A discussion was had regarding having a public hearing prior to moving forward if it impacts the taxpayer with this bond brought up by Resident, Rich Neumann and Councilmember Jason Yasso agrees. Supervisor Fanaro suggested, or we can reapply with the Village if they need a replacement tank, possible opportunity to get grant funds.

A Motion was made to have another Public Hearing if no Akzo Funds or the bond is needed in this project to move forward and will impact taxpayers, the Town Board will hold another Public Hearing before moving forward was made by Councilmember Gerald Hull and Seconded by Councilmember Jason Yasso.

Motion carried. Ayes 5, Noes 0.

**Adjournment:** A Motion was made to adjourn the meeting at 7:33 p.m. by Councilmember Jason Yasso, and Seconded by Councilmember, Matthew Durbin.

Motion carried. Ayes 5, Noes 0.

Respectfully Submitted,  
Amy Neumann, Town Clerk

**TOWN OF LEICESTER  
WORK BOARD MEETING  
TUESDAY, AUGUST 8, 2023  
6:00 P.M.**

The Work Meeting of the Leicester Town Board was held on Tuesday, August 8, 2023, at 6:00 p.m. at the Leicester Town Hall located at 132 Main Street, Leicester NY 14481.

**Present:** David Fanaro, Town Supervisor, Councilmembers, Gerald Hull, Matthew Durbin, and Karen Roffe; Russell Page, Highway Superintendent; Amy Neumann, Town Clerk.

**Excused:** Councilmember, Jason Yasso

**Others:** Renee Fanaro, Rich Neumann,

The Meeting opened at 6 pm and the Pledge to the Flag was led by Supervisor Fanaro

**Minutes:** A Motion to approve June 20, 2023, Regular Meeting Minutes and June 27, 2023, Special Meeting Minutes that were tabled from July 18, 2023, by Councilmember Karen Roffe, and Seconded by Councilmember Gerald Hull.

Motion carried. Ayes 4, Noes 0

**Old Business:**

**Cuylerville FD Discussion:** Sent from [Mail](#) for Windows.

From frank Radesi Cuylerville fire dept

Additional items that need to be done

3- sets of gear	\$10,000.00
Replace fire hose	\$4000.00
Repair and paint truck bay floors	\$2000.00
Paint outside of truck bays	\$500.00
Replace outside lighting with led lights	\$1000.00
Insulate ceiling in truck bays	\$1500.00
New rear dump for tanker	\$7000.00

Total	\$26,000.00
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We had 11 fire calls for April and 17 Ems calls.

Councilmember Jason Yasso not present but had sent an email that Supervisor Fanaro, went over for the meeting with Councilmember Yasso's thoughts. After reviewing their requests and discussion with Fire Department members after a tour, Councilmember Yasso feels we should fund some needed public safety items. Councilmember Jason Yasso would be in favor of funding the repairs to the tanker truck dump, protective gear and needed fire hose. Councilmember Yasso feels the rest of the items are maintenance items that should be reflected in their annual budget.

Councilmember Karen Roffe met with Frank Radesi; it was a nice meeting as he stated, they are meeting with NOCO to see what costs they can keep down. Cuylerville Fire Departments priority is 3 sets of gear, Fire hose and Rear dump for tanker. Those are the priorities that Councilmember Roffe had in mind as well as Councilmember Jason Yasso. Councilmember Roffe would be in favor of giving the remaining line not to exceed what was budgeted which was \$20,000.00. Everything that was a need came to \$21,000.00 with the three items of 3 sets of gear, new fire hose and Rear dump for tanker.

Councilmember Gerald Hull feels Cuylerville Fire Department spends over the years about forty percent of the money the Town gives them on things that are not fire protection. He understands that we have no control, except the amount of money we give them. The Leadership has made decisions that were not appropriate for fire protection, in his opinion like the building and the snowmobile. Councilmember Hull feels they could have had a truck instead of the building for the money they have been given by this Board. Profit and Loss was less detailed than Councilmember Hull would have liked.

Councilmember Matthew Durbin agrees with Councilmember Roffe. Three sets of gear, hose, and rear dump for truck, and no to the rest of the requests.

Town Supervisor, Dave Fanaro, said we will not go over the amount that we have allocated in the line. Supervisor Fanaro will verify the balance in the line. This has been on the agendas for four months so let's make a decision.

A Motion was made to provide the balance of the line to Cuylerville Fire Department in a Check after providing the amount that is left not to exceed the line amount. to Town Supervisor by Councilmember Karen Roffe and Seconded by Councilmember Matthew Durbin.  
Motion carried. Ayes 4, Noes 0.

**CGR Grant Update:** August 14<sup>th</sup>, 2023, at 6:30 p.m. meeting with CGR kick off meeting. Jason Yasso and Matt Durbin will attend.

**New Business:**

**Line Transfers and Amendments:** A Motion was made to approve the Line Transfers and Amendments by Councilmember Karen Roffe and Seconded by Councilmember Gerald Hull.

Motion carried. Ayes 4, Noes 0.

**TOWN OF LEICESTER**  
8/8/23

**GENERAL FUND-TOWN WIDE**

		<u>Budget Line Transfer</u>		
<i>Transfer From:</i>	AA.1990.400	Contingency	\$	7,074.00
	AA.8810.400	Cemetery, Contr Expend	\$	300.00
			<u>\$</u>	<u>7,374.00</u>
<i>Transfer To:</i>	AA.1315.400	Comptroller, Contr Exp	\$	1,418.00
	AA.1420.400	Law, Contr Expend	\$	5,656.00
	AA.8810.100	Cemetery, Pers Serv	\$	300.00
			<u>\$</u>	<u>7,374.00</u>

**GENERAL FUND - TOWN WIDE**

		<u>Budget Amendment</u>		
<i>Transfer From:</i>	AA.3089.005	State Aid, Justice Grant	\$	7,901.00
			<u>\$</u>	<u>7,901.00</u>
<i>Transfer To:</i>	AA.1110.400	Municipal Court, Contr Exp	\$	7,901.00
			<u>\$</u>	<u>7,901.00</u>

**Sewer and Water**

		<u>Budget Amendment</u>		
<i>Transfer From:</i>	AA.5999.000	UnExpended Fund Balance (ARPA)	\$	71,573.00
			<u>\$</u>	<u>71,573.00</u>
<i>Transfer To:</i>	SW.8320.400.000	Source Supply, Contr Expend, Dist 1	\$	71,573.00
			<u>\$</u>	<u>71,573.00</u>

**Proposed Local Law for Real Property Tax Exemption for Firefighters and Ambulance Personnel:**  
Proposed Local Law was presented to the Town Board. Public Hearing date will be set on next agenda.

**Abstract of Claims for Prepays \$10,131.36:**

A Motion was made to approve the Pre-Paid Abstract of Claims by Councilmember Matthew Durbin, and Seconded by Councilmember, Gerald Hull. Motion carried. Ayes 4, Noes 0.

**Supervisor's subjects:** White Creek Solar Meeting Road use agreement meeting and pilots ZBA safety plan September 2023, Potential Route, and Road base discussion.

Live Well- Wellness center with ice rink. People were against this.

Water moving along WIIA grant application has been submitted by County. Any questions regarding this please refer questions to Jason Molina at Livingston County Water Sewer Authority.

**Adjournment:** A Motion made to adjourn the Town Board Meeting at 6:25 p.m. by Councilmember, Karen Roffe, and Seconded by Councilmember Gerald Hull.  
Motion carried. Ayes 4, Noes 0.

Respectfully Submitted,  
Amy Neumann, Town Clerk

# HIGHWAY SUPT. REPORT

SEPTEMBER, 2023

- Helped the Village of Mt. Morris blacktop Parker Rd. and the basketball court at the village park that we helped mill.
- Started making a pass around town cutting foliage and saplings down off around signs and sign posts.
- Prepared and blacktopped the site of the watermain break that took place a while back on Pleasant St. for the Village and an area in the parking lot of Boyd & Parker parking lot.
- Shot grades on Cone Rd. between Coverdale Rd. and Covington Rd. for upcoming work.
- Helped the T/O York shim blacktop on Craig Rd. between Stewart Rd. and Federal Rd. then backed up with gravel shoulders. Applied shoulders to Federal Rd. between Linwood Rd. and Anderson Rd. all in preparation for and NOVA chipped both roads.
- Helped the T/O West Sparta oil and stone a couple roads.
- Helped the T/O Caledonia shim blacktop on a section of Cameron Rd. then backed up with gravel shoulders.
- Cleaned up a tree that came down on Covington Road between Rte. 36 and Coverdale Road.
- Helped the T/O Perry pave a portion of Lake Leroy Road.
- Helping the T/O York install watermain in Piffard (in the area of Center Street).
- Servicing pieces of equipment to include an inspection and preparing the roadside mowers for fall mowing.

## **“WATER BUSINESS”**

- Routine daily/monthly water check and testing.
- Some stakeouts for UFPO.
- Some flushing of the Caledonia waterline and the dead-end lines.
- Installed another valve at the Village pump station.
- Cleaned out a shut off valve in front of 221 Main Street for the Village. There was follow up work that Chris Young and RG&E took care of.

**TOWN OF LEICESTER LOCAL LAW NO. \_\_\_\_ of 2023**

**LOCAL LAW NO. \_\_\_\_\_ PROVIDING A PARTIAL EXEMPTION FROM REAL PROPERTY TAXES TO CERTAIN ELIGIBLE VOLUNTEER FIREFIGHTERS AND VOLUNTEER AMBULANCE WORKERS**

Be it enacted by the Town Board of the Town of Leicester as follows:

**Section 1.** The intent of this Local Law is to adopt a real property tax exemption pursuant to New York State Real Property Tax Law §466-a, for certain qualifying volunteer firefighters and volunteer ambulance workers that are residents of the Town or Village of Leicester, Livingston County, New York.

**Section 2.** Real property owned by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated volunteer ambulance service, residing in the Town or Village of Leicester, Livingston County New York, shall be exempt from taxation to the extent of 10% of the assessed valuation of the qualifying person's Primary Residence (As defined below) for Town purposes, provided the owner(s) meet the qualifications set forth in section 3 below.

**Section 3.** To be eligible for the exemption authorized by Real Property Tax Law §466-a and implemented by this Local Law, the subject real property must be owned by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated volunteer ambulance service residing in the Town or Village of Leicester, Livingston County, New York, subject to the following additional requirements: (a) the enrolled member resides in the Town or Village of Leicester; (b) the real property for which the exemption is sought is used as the Primary Residence of the enrolled member; (c) the real property for which the exemption is sought is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the enrolled member's Primary Residence, but is used for other purposes, such portion shall be subject to taxation at the full taxable rate and the remaining portion, only, shall be entitled to the exemption provided by this Local Law; and (d) the enrolled member has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated volunteer ambulance service as an enrolled member of such incorporated volunteer fire company, fire department or incorporated volunteer ambulance service for at least two (2) years prior to the date of application for the exemption established hereby.

- A. For purposes of this Local Law, "Primary Residence" shall be defined as the dwelling that the eligible person lives in for at least six (6) months and one day of each year for which an exemption is to be claimed.

**Section 4.** Any enrolled member of an incorporated volunteer fire company, fire department or incorporated volunteer ambulance service residing in the Town or Village of Leicester, Livingston County, New York, who accrues more than twenty (20) years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated volunteer ambulance service, who also meets all of the requirements set forth in Section 3,



**LEASE AGREEMENT**  
between the  
**LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**  
and the  
**TOWN OF LEICESTER**

This Agreement entered into as of ~~August~~September \_\_, 2023, by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation (the "Authority"), having an office at 1997 D'Angelo Drive, Lakeville, New York and ~~the Trustees of the Town of Leicester~~, a municipal corporation on its own behalf (the "Town"), having an office at 132 Main St, Leicester, NY 14481.

**WHEREAS**, the Authority was created by state legislation (See NYS Public Authorities Law §1199-CCCC) for the express purpose of providing water and sewer services within Livingston County, New York; and

**WHEREAS**, the Authority has expertise in the operation of water distribution systems and sewer treatment and distribution systems; and

**WHEREAS**, the Town and Authority entered into an Intermunicipal Services Agreement ("IMA"), dated July 21, 2021, whereby the Authority and Town agreed that the Authority would provide various meter reading, billing and collection services for the Town, relative to the Town's newly formed Rt. 36 Water District; and

**WHEREAS**, the Town and Authority amended the IMA between the parties, on or around June 21, 2022, for the Authority to provide meter installation services for all Town water customers and to provide meter reading, billing and collection services for the Town's Cuylerville Water District (in addition to the Route 36 Water District). Such additional meter reading, billing and collection services were to be provided under the same terms as set forth in the IMA; and

**WHEREAS**, the Town currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, a water storage tank, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements that serve the Town's Cuylerville Water District, Rt. 36 Water District and water customers along Caledonia Rd. within the Town (the "System"). The detailed improvements that comprise the System are set forth in Exhibit "A" which is attached hereto and made a part hereof; and

**WHEREAS**, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents; and

**WHEREAS**, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198.12. (b); and

**WHEREAS**, the Authority has determined that it is in furtherance of its legislative purpose (to provide water and sewer services within Livingston County) to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

**WHEREAS**, the Authority has the power to acquire leasehold interest in, and to operate the Town's System pursuant to NYS Public Authorities Law §1199-DDDD; and

**WHEREAS**, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served by the System, under the terms and conditions specified in this Agreement.

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**1. Lease of Facilities; Commencement Date.**

- 1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Town hereby leases to the Authority, subject to the terms and conditions of this Agreement, the entire System, together with any replacements, additions, betterments and improvements that may hereafter be furnished and installed during the Term of this Agreement and including any interests in real property. It is specifically understood and agreed to by the parties that the Authority shall have no right to any revenue of the Town generated by the Tarpon Towers cellular tower lease that encumbers the Town's water tank parcel.
- 1.2 For purposes of this Agreement the "Commencement Date" shall be November 1, 2023, unless a different date is mutually agreed upon in writing by the Town and the Authority.

**2. Rights and Obligations of the Authority.** The Authority shall have the following rights and obligations with respect to the System as of the Commencement Date:

- 2.1 The Authority shall have the right to use the System for the transmission of water to serve its current and future wholesale and retail customers within the Authority water delivery infrastructure region, including but not limited to the System, without the imposition of any rental or other charges by the Town.
- 2.2 The Authority shall have the right to provide for the connection of users to the System during the term of the Agreement. All connection and other fees paid by users who are connected to the System shall be paid to and be the property of the Authority, except as otherwise provided herein.

- 2.3 The Authority shall operate, maintain, and repair the System, and any portions or extensions thereof. Maintenance and repair by the Authority as referred to in this Agreement shall be defined as a project which costs the sum of \$10,000.00 or less. Any project or improvement costing more than \$10,000.00 shall be considered to be a capital expense and the Town shall be responsible to pay for or to reimburse the Authority for the full cost of any such capital expenses. Notwithstanding the foregoing, any costs for maintenance and/or repair resulting from the use by the Town of materials or equipment that do not meet the minimum specifications of the Authority shall be borne solely by the Town, unless such deficiencies could have been discovered by reasonable due diligence exercised by the Authority prior to entering into this Agreement.

After December 31, 2028, the Authority shall operate, maintain, repair and replace the System, and any portions or extensions thereof, at its own cost and expense and at its own discretion.

- 2.4 Effective November 1, 2023, the Authority shall sell water to the customers of the System at a retail rate not to exceed \$37.00 per unit per quarter and \$6.25 per 1,000 gallons consumed. The Authority shall assign units based on the Authority Service Unit Policy then in effect and amended from time to time by the Authority.
- 2.4.1 Commencing November 1, 2024 and each year thereafter until January 1, 2029, the Authority may increase such rate by not more than four percent (4%) over the prior year. Any rate increase shall be determined by the percentage increase of the unit rate and the percentage increase of the volumetric rate per 1,000 gallons consumed (Example:  $\$37 \times 4\% = \$38.48$  and  $\$6.25 \times 4\% = \$6.50$  per 1,000 consumed). The only exception to the above rate increase restriction is if the wholesale water rate from the Town of York or the Village of Leicester increases in excess of that 4%, in which case the Authority shall be permitted to increase its charges to not higher than 4% in addition to the new wholesale water rate it receives from the Town of York and/or Village of Leicester.
- 2.4.2 Commencing January 1, 2029, the above rate restrictions terminate and the Authority may charge the customers of the System within the Town in keeping with the Authority Rate Schedule then in effect and amended from time to time by the Authority.
- 2.5 Pursuant to §1199-MMMM of the NYS Public Authorities Law and §406 of the NYS Real Property Tax Law (to the extent applicable pursuant to §89-L of the NYS Public Service Law), the Authority shall not be required to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or upon the System, since the use of the System is a public use.
- 2.6 The Authority shall have the right, at its own cost and discretion, to install

additional facilities within the System as the Authority deems necessary or advisable to better serve its customers. Legal title to any facilities installed to the System by the Authority, shall be and remain in the Authority, unless at the time of expiration or termination of this Agreement, the Town and Authority agree to terms (pursuant to Section 6.3) under which the Town purchases from the Authority the additional facilities which would otherwise be the property of the Authority.

- 2.7 The Authority shall at all times maintain casualty and liability insurance coverage on the System and shall at the request of the Town, add the Town as an additional insured with regard to such insurance coverage.

**3. Rights and Obligations of the Town.** The Town shall have the following rights and obligations pursuant to this Agreement:

- 3.1 The Town, with the exception of future capital improvements and repair projects made to the System pursuant to Section 2.3, shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the System.
- 3.2 The Town shall not resell or redistribute water supplied from the Authority or through the System to any other municipality or any water districts or water customers, whether wholesale or retail, without the prior written consent of the Authority. In an emergency, the Authority will not unreasonably withhold such consent.
- 3.3 The Town shall assign to the Authority the benefit of all construction and/or service warranties that the Town may have from recent projects, except that the Town may retain a joint right to enforce any such warranties.
- 3.4 Town customers will be responsible for expenses related to future capital improvement and repair projects made to the System subject to the provisions of Section 2.3.
- 3.5 The Town shall remain responsible for payment of all existing debt service associated with the System (and each individual water district shall remain responsible for its own debt). This includes, but may not be limited to, any debt associated with the Settlement Agreement between the Town and Village of Leicester dated August 7, 2022 ("Settlement Agreement") regarding metered water between the Town and Village of Leicester. See Exhibit B.
- 3.5.1 The Town will be responsible for notifying the Authority annually of the amount of debt charges/fees to be charged by the Authority to Town water customers. All debt charges/fees collected by the Authority will be remitted to the Town. The Authority shall not be responsible for ensuring the Town is generating adequate revenue from the debt charges/fees to

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meet the Town's obligations.

3.6 The Town shall have the right, upon reasonable notice and written request, to review all records of the Authority relating to water customers within the Town.

#### **4. Supply of Water**

- 4.1 It is understood and agreed that the Authority makes no guarantee as to pressure, quantity or continuity of water service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the carelessness, fault or neglect of the Authority, its agents, servants, employees, contractors, sub-contractors, and/or assigns. It is understood by and between the parties that notwithstanding the foregoing, the Authority shall be obligated to perform all water operation and maintenance services anticipated under this Agreement in a commercially prudent and professional manner, in keeping with industry standards associated with operators of public water supply systems.
- 4.2 In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Authority's sole discretion. In all cases, other than emergencies, the Authority shall give the Town written notice 48 hours prior to any shut-off or flow reduction. The Authority shall restore service and make water available as soon as it can reasonably do so.
- 4.23 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town and its customers shall be in accordance with and governed in all respects by this Agreement and the Authority's rules and regulations for the sale of water, and any changes, amendments or revisions thereof.

#### **5. Collection of Water Charges**

- 5.1 As of the Commencement Date, the Authority shall be responsible for providing water to the former customers of the Town, and such customers shall be considered customers of the Authority from the Commencement Date forward.
- 5.2 As of the Commencement Date, the Authority shall be entitled to collect and keep all fees, charges, assessments and claims (excepting as set forth in section 3.5.1) related to the former customers of the Town being served by the System related to water provided on or after the Commencement Date.

- 5.3 The parties acknowledge that as of the Commencement Date there are certain charges for water delivered to Town Customers prior to the Commencement Date that have not been paid by such customers and that would historically be collected through the Town's right to re-levy against the property taxes of such customers. Any re-levy for funds not paid, that become due for water charges incurred after July 31, 2023, shall be the property of the Authority and the Town shall have no right to any credit, off-set or reimbursement for the same.

## 6. Term of Agreement

- 6.1 The Term of this Agreement will be for a period of 40-years from the Commencement Date.
- 6.2 This Agreement may be terminated by either party providing the other with not less than six (6) months written notice of its intent to terminate.
- ~~6.23.~~ Upon the expiration of the Term or earlier termination pursuant to Section 6.2 above, unless the parties agree otherwise, the Authority shall return to the Town the System leased to it, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from the Authority any additional facilities installed during the lease Term by the Authority pursuant to Sections 2.6 herein. The value of such additional facilities shall be determined based on the lesser of the actual cost of such improvements, or the fair market value determined by a panel of three qualified appraisers, one chosen by the Authority, one chosen by the Town and the third to be chosen by the two appraisers engaged by the Authority and Town. If the Town desires to obtain such improvements, the Town shall pay the Authority in full for the determined value of the additional facilities at the termination of the lease Term.
- ~~6.34~~ Notwithstanding the provisions of Section ~~6.23~~, the Town shall not have the right to acquire from the Authority any water delivery infrastructure and appurtenant improvements owned by the Authority if such infrastructure and appurtenant improvements are used by the Authority to provide water services to other municipalities and/or customers, unless adequate provisions are made for continuing service to such municipalities and/or customers consistent with the Authority's contractual obligations. In the event this Agreement has expired or been terminated (pursuant to Section 6.2), and in the event that Town and Authority are not able to agree as to the price for such infrastructure and appurtenant improvements to be acquired by the Town, the Authority agrees to pay to the Town a reasonable fee (as determined by the Authority and the Town) for transmission through the System from such infrastructure and appurtenant improvements.

6.45 In the event that this Agreement expires or has been terminated (pursuant to Section 6.2) and the Town takes back the System leased hereunder, the Authority and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the other or the entering into of an agreement setting forth the rights for joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its residents and the Authority will be able to use the facilities owned by the Town to meet the Authority's obligations to furnish water services to its customers. Such arrangement will address, as necessary, the rights of the Town and Authority to use the other's facilities, and the terms for such use. If the parties have failed to reach agreement six months before the date when the System is to be returned to the Town, the Authority and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

6.6 Notwithstanding the above provisions, should this Agreement expire or be terminated (pursuant to Section 6.2) and the Town takes back the System leased hereunder, in no event will the Town have to reimburse or pay the Authority for any infrastructure improvements to the System that have been paid for solely by the water customers within the Town of Leicester.

## 7. Miscellaneous

- 7.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town shall be in accordance with and governed in all respects by Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, and any other applicable laws, rules or regulations, including reasonable rules and regulations of the Authority.
- 7.2 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.
- 7.3 This agreement may be amended or modified only by a subsequent written document executed by and parties hereto.
- 7.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.5 The Town represents and warrants to the Authority that it has taken all actions necessary or required to be taken by it, including any referendum necessary, and that the Town has full power and authority necessary to execute this agreement and perform in accordance with its terms.

- 7.6 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the System that would impede or affect the leasehold interest of the Authority as created hereunder.
- 7.7 The Town hereby agrees to indemnify and hold the Authority harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arose prior to the Commencement Date.
- 7.8 The Authority hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arises after the Commencement Date and during the Term of this Agreement.
- 7.9 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

**8. AKZO Settlement Funds**

- 8.1 The Town will continue to advocate with the Livingston County Akzo Settlement Committee and Livingston County Board of Supervisors for use of Akzo Settlement funding to be focused on current and future Town System improvements. The Town of Leicester Board and Town Supervisor will proactively and affirmatively support the use of Akzo Settlement funds to support Authority initiatives that bring water to current Town of Leicester customers, potential future customers, as well make needed improvements to existing infrastructure.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**LIVINGSTON COUNTY WATER  
AND SEWER AUTHORITY**

**TOWN OF LEICESTER**

By: \_\_\_\_\_  
Jason Molino, Executive Director

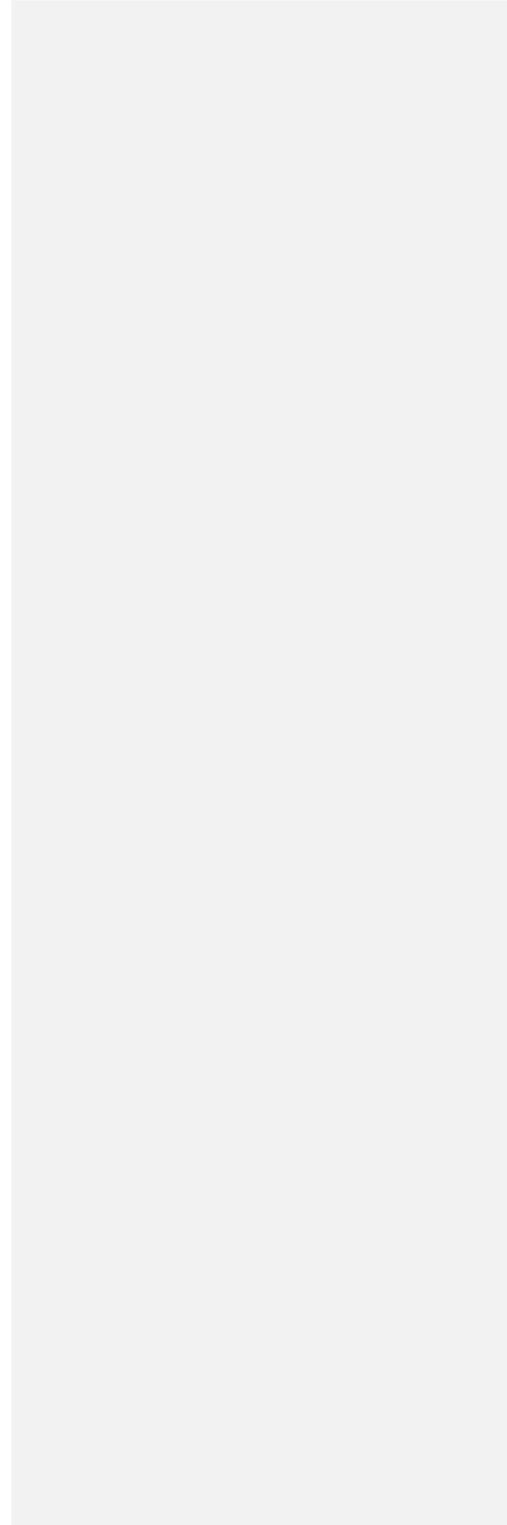
By: \_\_\_\_\_  
David Fanaro, Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

DESCRIPTION OF LEASED IMPROVEMENTS



**EXHIBIT B**

SETTLEMENT AGREEMENT BETWEEN THE TOWN AND VILLAGE OF LEICESTER