

Town of Leicester

Official Publication

May 13, 2025 at 7:00 PM

Town of Leicester Work Town Board Meeting May 13, 2025 at 7:00 P.M.

1. Call to Order/Roll Call
 - a. Board Members Present/ Excused: All Present
 - b. Pledge to the Flag: Jason
2. Approval of Minutes: Regular Meeting of April 22th, 2025
3. Ground water issues
 - a. South Street / Jones Bridge Road Drainage - Dan Moran
 - b. Lower River - Kim Diamond
4. Pine Tavern Water District: Update if available
 - a. Response Letter
5. NYS OSC Audit: Update
 - a. Response Letter
6. Open Items
 - a. Boyd Parker Park: Porta-John - Estimate
 - b. Boyd Parker Park: Camera's
 - c. Boyd Parker Park: Sidewalk
7. Town Hall Cleaning
 - a. Estimates;
8. American Legion 2025 Donation.
 - a. Resolution to Submit
9. Executive Session: - With Town Attorney to discuss possible pending litigation:
10. Adjournment:

Town of Leicester Regular Town Board Meeting April 22, 2025, at 7:00 P.M.

Meeting minutes

Call To Order/Roll Call

Board Members Present/ Excused:

Supervisor Richard White called the meeting to order. All Board Members were present, and no one needed to be excused.

Others Present:

Dennis Prevost, Lisa Semmel, Rob Semmel, John Yasso, Rich Neumann

Pledge to the Flag:

Supervisor White led the Pledge of Allegiance.

Approval of Minutes: Work Meeting Minutes from 4/8/2025

Supervisor White asked for a motion to approve the minutes of the April 8, 2025, Work Meeting.

Motion to approve the minutes from April 8, 2025, was made by Councilmember/Historian Karen Roffe and seconded by Deputy Supervisor/Councilmember Jason Yasso. The motion carried unanimously.

Reports to the Board:

Highway Superintendent Report

Russell Page, the Highway Superintendent, reported that they were in the process of collecting quotes for prospective roadwork for the summer. They were waiting on the State Budget to pass to determine how much money they would receive to utilize. Highway Superintendent Page mentioned that he had been in communication with Supervisor White about all the reports and had been following through with them.

Town Clerk Financial Reports:

Town Clerk', Amy Neumann's reports were included in her monthly report, and her record receipts were also included. No questions regarding these reports.

Supervisors Financial Report:

Supervisor White noted that the Supervisor's monthly statements and budget reports were included in the packet. No further discussion took place on this matter.

Pine Tavern Water District: Update if available

Supervisor White provided an update on the Pine Tavern Water District project. He, along with Jason Molino, Livingston County Water and Sewer and Eric Weis, Town Engineer from Clark Patterson Lee met with a Letchworth Park Employee Engineer at the Reservoir earlier that day. The meeting was more positive than expected, with Town CPL Engineer Eric Weis showing excitement about the potential of the project.

They discussed the possibility of using the existing Reservoir and a 10-inch line that runs towards Gibsonville Road, which could help offset costs for reaching additional customers. The Reservoir has a capacity of 100,000 gallons, which would be suitable for the project.

Supervisor White mentioned that there were still some challenges, particularly with reaching Brian Road due to elevation issues. The Engineer, Eric Weis, was exploring options, including the possibility of a tank on Brian Road to address pressure concerns.

The group also discussed future expansion possibilities, such as extending towards Councilmember Jerry Hull's Farm and the racetrack. However, Supervisor White noted that current population density in those areas might not justify immediate expansion.

Regarding the Reservoir's ownership, Supervisor White explained that while it's located in Wyoming County, the Park Employee suggested that a 99-year lease would be easily obtainable, though transferring ownership to the Town might be more challenging.

The Board expressed enthusiasm about the potential cost savings and the progress made on the project. Supervisor White indicated that he expected to receive more detailed paperwork and cost estimates for review at the next meeting.

Shafer Landscape Quote: 3 years as listed

Resolution 04032025; Approve Supervisor to sign attached quote/agreement.

Supervisor White presented a quote from Shafer's Landscaping for a 3-year term from 2025 to 2027. The new quote was for \$685.00 per trip, which represented an increase of \$90.00 per trip. However, it was noted that the actual increase was \$140.00 per trip because the water tank maintenance was removed from the scope, as the Livingston County Water and Sewer Authority would now maintain it.

The Board discussed the quality of service provided by Shafer's Landscaping, noting that there had been no complaints and that they were very reliable. Sexton for Leicester Cemetery, John Yasso mentioned that they do a great job, especially in the cemetery, where they clean most of the stones and maintain the grounds well.

While it was acknowledged that the contract should ideally be put out to bid, the Board agreed to approve this 3-year term and then planned to bid it out afterward. This would allow time to create a schedule and put policies in place for future bidding processes.

Resolution 04032025: Motion to approve the Supervisor, Richard White, to sign the attached quote and agreement with Shafer's Landscaping was made by Councilmember/Historian Karen Roffe and seconded by Councilmember Gerald Hull. The motion carried unanimously.

Leicester Cemetery: Scaccia Stone Issue

Sexton, John Yasso explained an issue that had arisen with the placement of a headstone in the Leicester Cemetery. The stone for Clara Scaccia had been mistakenly placed next to James Sciacca's stone, rather than in front of it as originally intended. Sexton, John Yasso took responsibility for the error, explaining that it occurred due to his unfamiliarity with the cemetery maps at the time.

After discussing the situation with Clara Scaccia, she agreed to purchase the plot where the stone was mistakenly placed for \$850.00, resolving the issue. Sexton John Yasso noted that there was still one empty grave in that section, which Clara might consider purchasing as well.

The Board expressed relief that the situation was resolved amicably, with no need to move the stone or disturb any burials.

NYS OSC Audit:

Supervisor White informed the Board that they should have received a confidential letter from the State Comptroller's office regarding an audit. He mentioned that he had an exit interview scheduled for May 1st at 9:00 AM. The letter offered Board Members the opportunity to meet privately with the Auditors if they wished.

Supervisor White explained that after the exit interview, he would have a chance to respond and explain how any issues identified would be corrected. He invited any Board Members who wanted to attend the exit interview to join him on May 1st.

Audit of Claims: Approval of Abstract of Claims #4

Supervisor White presented Abstract of Claims #4, totaling \$68,816.42, for approval.

Motion to approve the Abstract of Claims #4 in the amount of \$68,816.42 was made by Councilmember Gerald Hull and seconded by Councilmember Matthew Durbin. The motion carried unanimously.

Other items: Any added discussion from the Board or from the floor.

Newly Appointed Code Officer Robert Gallagher:

Supervisor White reported that Bob Gallagher, the newly appointed Code Officer, was finishing up some jobs and would meet with Supervisor White the following week to complete the onboarding process. Supervisor White also mentioned that another applicant, Frank Mazarella from Oak Manor, had applied after Gallagher's appointment.

Concrete Work at Boyd and Parker Park

Supervisor White informed the Board that he had been in contact with a concrete company regarding the sidewalk work at the park and the window header. He expected to receive a firm date for the work by the end of the week or middle of the following week.

May 2025 Supervisor White and Town Clerk to meet with Accountant to discuss accounting procedures.

Supervisor White announced that he and the Town Clerk, Amy Neumann, would be meeting with Jena Utz from Kaufman and Utz Accounting in early May to brainstorm and discuss accounting procedures.

Additional Discussion Items

- Porta Potty for the Park: Supervisor White reported that prices for a porta potty at the park ranged from \$130.00 to \$150.00 per month. The Board discussed the need for this amenity and agreed to have Supervisor White prepare a more detailed proposal for the next meeting, ensuring it fits within the budget.
- Trail Cameras for the Park: Deputy Supervisor/Councilmember Jason Yasso discussed options for installing cameras at the park to address security concerns. He recommended using regular trail cameras with SD cards rather than cellular-connected cameras due to power and cost considerations. The Board agreed to investigate pricing for trail cameras and mounting brackets that could be installed at an elevated position to deter tampering.
- Highway Department Update: Highway Superintendent Russell Page confirmed that the previously approved Sander had been purchased, and the bill was included in the current packet.
- Banners in the Village: A brief mention was made about discussing banners in the Village, but it was decided to gather more facts before bringing them up at a future meeting.

Executive Session: If needed

No executive session was deemed necessary.

Adjournment:

Motion to adjourn the meeting was made by Councilmember Matthew Durbin and seconded by Councilmember/Historian Karen Roffe. The motion carried unanimously.

The meeting was adjourned.



Estimate

#0004270

From: WNY Pressure Wash

245 S Swan Street, Batavia, NY 14020

Amount:

\$400.00

Bill To: Leicester Town Clerk

Leicester Town Clerk, Main
Street, Leicester, NY, USA
Customer Type: Commercial
townclerk@townofleicester.org

Date of Issue:

5/12/2025

Expiration Date:

6/12/2025

Item	Rate (excl. tax)	Quantity	Tax	Total
Building Wash Wash & remove all dirt, grime & debris from all exterior surfaces. Service includes all exterior siding, windows & exterior of gutters	\$400.00	1		\$400.00
Subtotal				\$400.00
Total				\$400.00

Notes:

Please review the estimate and accept it prior to your wash. Thank you for your business!

Terms & Conditions:

- a. Payment is due upon day of service, unless otherwise noted.
- b. A minimum service order of \$200.00 is required.
- c. To avoid a \$100.00 Late Cancellation Fee, we require a minimum 24-hour notice before the date of service.
- d. A \$50.00/hr. Labor Fee will be added to the invoice if technicians are required to move patio furniture, planters, or other personal property from the wash area.
- e. Please remove all pet waste from wash area and all surrounding areas prior to our arrival. If pet waste is not removed a \$50 service fee will be added to your invoice.

This serves as an agreement and consists of our terms and conditions. No other terms and conditions, either oral or written, shall be binding upon both parties.

CLAUSE A: UNDERLYING STAINS and OTHER LATENT CONDITIONS We do our best to remove stains and other latent conditions during the wash process. WNY Pressure Wash will not be held responsible for the removal of any permanent, pre-existing stains, black streaks, naturally occurring discoloration, or other latent conditions that were not discussed or not readily visible during the preparation of this estimate. Should such latent conditions be discovered during the cleaning process, we will notify you of this condition and any additional costs for remedial procedures. A signed and approved Change Order will be provided and executed before any said work can begin.

CLAUSE B: CAULKING, MORTAR, and EXPANSION JOINTS Our process will not harm caulking, mortar, expansion joints, or window glazing. Should the caulking, mortar, joints, or glazing be loose or crumbling and in need of repair, there is a possibility it will fall out during the wash process. We will note any occurrences of such and any other structural defects which become visibly apparent during our cleaning procedures.

CLAUSE C: DOORS and WINDOW LEAKAGE We will not be held liable should any window or door leak during the wash process if they need re-caulking, re-glazing, glass replacement, are not structurally sound, or the Preparation Checklist was not enacted. Such leakage and damage will be your complete responsibility.

Exterior windows and doors will be rinsed clean during the wash process. Rinse cleaning of windows and doors will leave them cleaner and clearer than before, but not necessarily window washer "squeegee" clean. We suggest that you delay window washing until after our wash process is complete.

CLAUSE D: OUTDOOR ELECTRICAL Our process takes great care to avoid directly spraying any outdoor electrical component, but exposure to some level of moisture is difficult to avoid. Such items may include but are not limited to: outlets, breaker boxes, security equipment, keyless entry systems, lighting, switches, etc.

CLAUSE E: PERSONAL PROPERTY The customer agrees to remove all personal property from driveways, patios, porches, balconies, and any other adjacent cleaning area that may be subject to overspray during the cleaning process. Any claim (s) made by tenants will be a matter between the customer and tenant.

CLAUSE F: POWER LINE HAZARD Where electrical lines are close by or connected to the building, a hazard exists. We will clean these areas to the best of our ability using safe operating procedures for our workmen. If it is necessary to interrupt electrical service, the customer agrees to arrange for this at his/her own expense.



All Clean Power Wash LLC.
4330 State Route 96
Shortsville, NY 14548
(585)703-8491

Estimate 27698469
Estimate Date 5/8/2025

Billing Address

Leicester Town Hall
132 Main Street
Leicester, NY 14481 USA

Job Address

Leicester Town Hall
132 Main Street
Leicester, NY 14481 USA

Description of work

JOB COMPLETION BEFORE MEMORIAL WEEKEND

Service #	Description	Quantity	Your Price	Total
Commercial Building Cleaning	<p>**BRING RESTORE FOR FRONT AND ANY AREAS THAT NEED IT ALOT OF FUEL EMISSION FROM ROAD TRAFFIC</p> <p>Full exterior soft wash of commercial building to remove all organic matter such as mold, algae, dirt, dust and cobs webs.</p> <p>All exterior siding and the exterior of the gutters will be cleaned thoroughly</p> <p>Pricing includes all labor and material needed for the project</p> <p><i>*This does not include oxidation removal, artillery/shotgun fungus, fuel emissions, mineral staining, irrigation, scuff marks etc. These types of staining fall under our restoration services in which will need to be discussed for further action*</i></p>	1.00	\$1,650.00	\$1,650.00
Terms and Conditions	<p>When booking services with All Clean Power Wash, it is necessary to have your credit card information on record, along with a 25% deposit, in order to confirm your reservation.</p> <p>Payment is due upon completion of services.</p> <p>Outdoor water must be on and accessible. If we need to provide water, a service charge of \$225 will be added. Please secure all pets before we arrive on site and throughout completion of services.</p> <p>All items such as patio furniture, outdoor rugs, etc. must be moved prior to service. Windows and doors must be securely shut.</p> <p>Please ensure that no other contractors are scheduled to be working on or around your property, as we will not be able to efficiently complete your job and you will be rescheduled.</p> <p>AllClean is not liable for any electrical issues or damage resulting from faulty wiring, outlets, or electrical systems that do not meet current building codes. We require a 24-hour notice for service cancellation. Cancellation within that 24-hour time frame will be subject to a cancellation fee.</p>	1.00	\$0.00	\$0.00
Service Fee	--Service Fee-- *WILL BE REMOVED IF CUSTOMER IS PAYING BY CHECK OR CASH*	1.00	\$57.59	\$57.59

Sub-Total	\$1,707.59
Tax	\$0.00
Total Due	<u>\$1,707.59</u>
Deposit/Downpayment	\$0.00

Thank you for choosing All Clean Power Wash for your exterior cleaning needs!

I, Leicester Town Hall, having received and reviewed the detailed estimate from All Clean Power Wash LLC. for services at the location specified below, hereby approve the estimated scope of work and associated costs as outlined in the provided estimate.

Service Address: 132 Main Street, Leicester, NY 14481 USA

Estimated Cost: \$1,707.59

I acknowledge that any changes to the scope of work or additional services requested beyond what is detailed in the approved estimate may result in adjustments to the final cost. I agree to discuss and approve any such adjustments in writing prior to their implementation.