

DRAFT

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

This Agreement entered into as of July __, 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.
- 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.

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 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, the Authority may increase such rate by not more than four percent (4%) over the prior year. 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.
- 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 meet the Town’s obligations.

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. 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.

- 4.2 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 Upon the expiration of the Term, 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.

6.3 Notwithstanding the provisions of Section 6.2, 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 terminated, 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.

6.4 In the event that this Agreement terminates 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.

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

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 Farleys 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 Canadaigua 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 Sportsmans 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.

AGENDA
PUBLIC HEARING/
REGULAR BOARD MEETING
TUESDAY, AUGUST 15, 2023, AT 7:00 P.M.

OPEN MEETING: Pledge to the Flag

MINUTES: July 11, 2023, Work Meeting Cancelled, July 18, 2023, Regular Meeting & July 25, 2023, Public Hearing:

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.

HIGHWAY SUPT. REPORT:

LEICESTER FIRE DEPT REPORTS: John Yasso:

CUYLERVILLE FIRE DEPT. REPORTS; Frank Radesi:

OLD BUSINESS:

Tarpon Towers Update:

Dept of Transportation on Jones Bridge Road Update:

NEW BUSINESS:

Set Public Hearing for Fire Contract with Village of Leicester:

Set Public Hearing for Proposed Local Law for Real Property Tax Exemption for Firefighters and Ambulance Personnel:

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

AUDIT ABSTRACT OF CLAIMS \$---.---:

CLOSE PUBLIC HEARING:

Long Term Lease with Livingston County Water Sewer Authority:

ADJOURNMENT:

TOWN OF LEICESTER
REGULAR BOARD MEETING
TUESDAY, JULY 18, 2023, AT 7:00 P.M.

The Regular/Public Hearing Meeting of the Leicester Town Board was held on Tuesday, July 18, 2023, at 7:00 p.m. at the Leicester Town Hall.

Present: David Fanaro, Supervisor; Jason Yasso, Matthew Durbin, Karen Roffe, Gerald Hull, Councilmembers; Russell Page, Highway Superintendent; Sean Sullivan, Code Enforcement Officer; Ed Hauslauer, Deputy Highway Superintendent/Water Operator; Amy Neumann, Town Clerk.

Others: Lisa Semmel, Rob Semmel, Jessica DeMarte, John Yasso, Carol Griffen, Jennifer Johnson, Frank Radesi, Rich Neumann, James Kane, Renee Fanaro

Minutes: A Motion made to table the minutes that were not presented in a timely manner to the Town Board and Supervisor for review and approval by Councilmember Karen Roffe and Seconded Councilmember Gerald Hull.

Motion carried. Ayes 5, Noes 0.

The Board Minutes will be on the agenda for review and approval for the Work Meeting August 8, 2023.

Library Project Presentation, Lisa Semmel & Jessica Demart: Lisa Semmel introduced Jessica Demart and proceeded to share with the Town Board the vision of a Public Library located to be in the York School District. Currently they are seeking a building or funds to build one. They will have 8 to 10 Board members for the Library and Treasurer. Jessica gave some backgrounds on current libraries in the area and who this Library would serve as well as reasons for the project in the Leicester/York areas. Lisa Semmel and Jessica Demart live locally asked for the Town Boards support towards the future of this project. Lisa Semmel also asked if anyone has a building to donate, please contact her directly. Any Questions concerns, or ideas can be directed to Lisa Semmel, Jessica DeMarte, Dave Nagel, Shari DeTar, or Kate Wilcox. This has been presented to the Town Board of York as well. They are aware of Solar Projects and are hopeful that there may be possible funds in the future that may be available to this project. Supervisor mentioned that we do donate to the Mount Morris Library at this time, and to definitely have a conversation with Joe Gunther for possible shared services.

A Letter that was presented to the York Central School was presented to the Town Board and Read by Jessica DeMarte.

Highway Report:

HIGHWAY SUPT. REPORT

July 2023

- Finished cleaning ditches on Coverdale Road (which included filling in the bottom of a portion of ditch, off Cone Rd. with concrete rubble, which was washing out).

- Hauled in +/- 1000 tons of millings from the Perry High School parking lot project to our stockpile at the gravel pit.
- Set up snow fence with the T/O York Hwy. for the York Field Day celebration at York School.
- Collaborated repairs and recall work to all four of the ten-wheel trucks.
- Making a pass around town cold patching in part preparation for surface treating the roads.
- Making a pass around town mowing the roadsides (second pass for the season).
- Cut shoulders off on Peoria Rd. from Rte.36 to the T/O York line, Jones Bridge Rd. from Wheelock Rd. to River Rd., a portion of Wheelock Rd. off Jones Bridge Rd., a Portion of Highbanks Rd. between Upper Mt. Morris Rd. and Old Highbanks Rd., and a portion of Jones Bridge Rd. between South St. and Perry Road.

“WATER BUSINESS”

- Routine daily/monthly water check and testing.
- A few stakeouts for UFPO.
- Installed a meter pit on the water service at the Hamilton residence (#4693) Caledonia Road.
- Had a water committee meeting on July 17th.

Highway Superintendents Subjects: Supervisor states Boyd and Parker Park local sealer for the next meeting will provide us with a quote. Hot black top to do some patches possibly.
 Russ Page, Highway Superintendent states, Chips Scheduled for July 31st, 2023 and third week in August.

Code Enforcement Report:

5/16/2023 – 7/18/2023

New permits

1. Judith Milhollen, 4905 Brian Road
New roof
2. Ann Marie Rodriguez, 5502 Mount Morris Road
10 x 12 shed
3. Michelle and Richard Pete, 2462 New Road
Inground pool
4. Terry Spurlock, 4924 Caledonia Road
Above ground swimming pool
5. Ron Beardsley, 2750 Cuylerville Road
Pole barn
6. Maria Melendez, 2913 Canandaigua Street
Roof top solar

I sent Jim Campbell an email outlining the violations I have observed on A'Tasha Daubers property located at 2160 Perry Road. Jim has asked me to give him some more details regarding the dates that I witnessed the violations.

I visited the property with a Sherriff Deputy to knock on all the doors of the various structures located on the property. There were at least two dogs in the main dwelling, so I contacted the Livingston County Animal Control.

I am working on a more detailed description of the violations I observed at the property.
(Please find in your folder the original list of violations that I provided to Jim)

Sean Sullivan
Code Enforcement Officer
Town of Leicester

Leicester Fire Department Report:

Village board meeting 7/17/2023 Leicester Fire Dept. Report Town Board Meeting 7/18/2023

1. Activities

Number of calls in the past month (June 19 – July 17) _3_ calls.

- 1) 6-26-23 Stand by at Perry Center Fire Hall
 - 2) 7-01-23 large branch on wires 88 Main Street
 - 3) 7-01-23 York – Leicester Field Days – Parking cars and stand-by for fire works
- July monthly training – Driver training

2. TRUCKS:

2017 Pumper Truck 135 – Quick dump on back not working.
2006 Pumper Truck 134 - OK
.2006 Mini Pumper 133 - Ok

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

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

5. Other items

A) Application for 2022 FEMA grant is submitted. Total \$190,884 for 16 air packs and spare cylinders
* 7-17-23 No response yet
B) Subcommittee for Fire and EMS consolidation-
* 4-4-23 met with reps from DOS has to get grant final approval. Study can start after that.
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

Cuylerville Fire Department Reports & contract:

Cuylerville calls for June 2023

Sent from [Mail](#) for Windows.

6- controlled burns

6-1-2023	mvc	6 responders
6-10 2023	fill in Mt Morris	5 responders.
6-12 2023	mvc	4 responders
6-29-2023	standby empire Dragway	6 responders
6-30-2023	standby empire Dragway	7 responders

We also had 18 Ems calls.

We had 1 member graduate from the interior firefighting.
Class

We had 4 members complete the certified first responder class.

Pumper 164 and rescue 169 went in for yearly inspection and pump test.

Conversations with Town Board and Frank Radesi regarding the budget increase. Cuylerville Fire Department had 18 calls compared to Leicester's Fire Departments 3. Contract is in place and don't want to operate outside of contract. Karen Roffe stated she would like to see a solid number on the priorities for the Cuylerville Fire Departments needs and wants list. Karen Roffe asked, "What is the main priorities for this list?" Frank Radesi answered, Fire Protection Equipment. He stated they have been asking for an increase since the beginning of the year. Jason Yasso agrees there should be several items that should be funded but does not agree with comparing the Two Fire Departments calls.

Old Business:

Update on the Fire Grant: The grant is moving forward now that it has been signed by the state on July 24th, 2023.

New Business:

NYSDOT Shared Services Agreement: A Motion was made to approve the Supervisors signature on the NYSDOT Shared Service Agreement by Councilmember, Gerald Hull and Seconded by Councilmember, Jason Yasso.

Motion carried. Ayes 5, Noes 0.

**SHARED SERVICES AGREEMENT
Between
NYSDOT and __Town of Leicester__**

THIS AGREEMENT, dated __July 18, 2023__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the __Town of Leicester__, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials, or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a

later date.

- 2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
- 3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
- 4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) years from 2023 to 2025. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 4

By: _____ Date: _____
28-2023_

Resident Engineer – Livingston County

MUNICIPALITY

By: David Fanaro ,Supervisor_ Date: _07-

_Russ Page, Highway Superintendent

NYSDOT – Region 4

By: _____ Date: _____

Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined including Emergency Assistance (including snow and ice pursuant to Highway

Law Section 55) as may be needed and agreed to by the Department of Transportation and the Municipality.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: Not to Exceed \$25,000

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined including Emergency Assistance as may be needed and agreed to by the Municipality and the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: Not to Exceed \$25,000

Short 10-29-18

Grasby Consulting for White Creek Project with AES: A Motion was made to Authorize signature of Town Supervisor on engagement letter by Councilmember Karen Roffe, and Seconded by Councilmember, Jason Yasso.
Motion carried. Ayes 5, Noes 0.
Fees paid by AES Escrow Account.

Financial Reports: A Motion to accept Town Clerk Report and Monthly Receipt Sheet Reports was made by Councilmember Karen Roffe and Seconded by Councilmember Gerald Hull.
Motion carried. Ayes 5, Noes 0.

Supervisor Fanaro commended the Water Department for working with the Water Authority and finding the water loss and leaking valve at the water tower. Looking to obtain 3 quotes for replacement of the

leaky valve. May be able to use ARPA funds to pay for the replacement. Only one quote at this moment for \$7,600.00.

Audit Abstract of Claims: A Motion was made to audit the bills and pay bills by Councilmember Jason Yasso and Seconded by Councilmember Gerald Hull.

Prepaid	\$ 33,718.56
Regular	\$ 27,534.37
Total	\$ 61,252.93

Motion carried. Ayes 5, Noes 0.

Town Clerk/Comptroller Signature
Amy L. Neumann

Adjournment: A Motion was made to adjourn the meeting at 7:40 p.m. by Councilmember Jason Yasso, and Seconded by Councilmember, Gerald Hull.

Motion carried. Ayes 5, Noes 0.

Respectfully Submitted,
Amy Neumann, Town Clerk

Cuylerville fire and ems report for july2023

Sent from [Mail](#) for Windows

7-1 fillin mt morris

7-1 standby racetrack

7-4 smoke in house mt morris

7-4 smoke in hall murry 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 controled burnes

26 fire calls for the month

And 14 ems calls for the month