

Regular meeting of the Board of Trustees of the Village of Brockport was held in the Conference Room, Municipal Building, 49 State Street, Brockport, New York, November 6, 2006 at 7:00pm.

PRESENT: Mayor Morton Wexler, Trustee/Vice Mayor Maria C. Castañeda, Trustee Carrie L. Maziarz, Trustee David J. Wagenhauser, Trustee Hannelore G. Heyen, Treasurer / Village Manager Ian M. Coyle, Clerk Leslie A. Morelli.

EXCUSED: DPW Superintendent Harry G. Donahue, Building/Zoning Officer Scott C. Zarnstorff, Police Chief Daniel P. Varrenti, Fire Chief Laurence C. Vaughan

ALSO PRESENT: Robbi Hess (Suburban News), John Bush, Ray & Jackie Morris, Jim & Joan Hamlin, Harry Snyder, Carol Hannan, Josephine Matela, Ute Duncan, Don Dunn, Norm GianCursio, Linda Borrayo, Fred Webster, John Lessord, Rudy Aceto, Sal Sciremammano, Hal Legg, Mary Jo Nayman, Margaret Blackman, Bob Canham.

CALL TO ORDER: Mayor Wexler called the meeting to order and led the Pledge of Allegiance.

REVIEW OF MEETING MINUTES: Mayor Wexler called for any additions or corrections to the minutes of the regular meeting held October 16, 2006.

➔ Trustee Maziarz moved, Trustee Heyen seconded, unanimously carried that the minutes of the meeting held October 16, 2006, be approved as written.

Mayor Wexler stated that as an elected official, he is entitled to state his opinion on various issues. He said he wished to go on record stating that after reading the Village Board meeting minutes of October 16, 2006, he found Trustee Maziarz's comments about him to be without fact. He said he does not believe his comments defamed anyone.

PUBLIC HEARINGS: None

PUBLIC INFORMATION MEETINGS: None

GUESTS: None

PUBLIC COMMENT:

1. John Bush of 157 Barry Street said he is before the Board again to encourage them to work to decrease Village taxes. He referred to recent articles in the newspapers and compared tax rates for those that live in the Village of Brockport to those that live in the Town of Sweden or Town of Clarkson. Why am I paying so much more to live in the Village? What do I get for this?

Mayor Wexler said the Board is willing to hear public comment, but that this is not meant to be a question and answer session.

J. Bush said the Board should work on a 10% tax cut each year until it reaches the level of Town taxes.

2. Donovan Dunn said he recently distributed correspondence to the Village Board via their Village Hall mailboxes regarding petitioning J. Dennis Hastert, Speaker of the House of Representatives, to immediately begin impeachment proceedings against Congressman Mark Foley, a predator, who has resigned to escape impeachment. He urged citizens concerned with corruption in Congress to distribute copies of this petition to local radio, TV, Churches and newspapers and their Federal Representatives and Senators. He left copies for anyone interested. He said he called his 3 representatives and got varying replies.

Proposed Police Chief Contract – Mayor Wexler said a Trustee contacted him and suggested that this agenda item be moved from the end of the meeting to the beginning. He said he has no problem with that.

→ Trustee Wagenhauser moved, Trustee Maziarz seconded, to

Trustee Wagenhauser read the following statement.

On April 15, 2002 the Village Board (including current Mayor Mort Wexler) (re) approved a ten-year contract hiring Dan Varrenti as Police Chief (contract ran from 1/16/2002). On August 15, 2005, a majority of the Village Board (Mayor Wexler, Trustee Castaneda and then Trustee Nayman) voted to revoke this contract. The rationale given was, first, that the ten-year term extended beyond that earlier Board's term and was voidable (it should be noted that this contract was not illegal - the Village did not have to revoke the contract). The second and third reasons for the revocation were the severance package (the so called "golden parachute") and the cost of the contract.

On October 17, 2005, the same majority unilaterally set the new terms and conditions of the police chief's employment. As a result of these two actions, Varrenti brought an action against the Village of Brockport and the above named Trustees. These events have created significant division within the Village which has been played out in Village Board meetings and the local media.

Over the past few months, settlement negotiations have progressed to the point that we have the proposal we are voting on tonight. Having been a party to these negotiations, I am confident that this is a fair proposal. It clearly meets the prior Village Board's goals.

First, this proposed settlement's term is a little over two years and seven months. This takes out of controversy the issue of the contract extending beyond the term of a sitting Board.

Second, the severance package has been eliminated. There no longer is a "golden parachute" upon Chief Varrenti's termination, retirement, or completion of contract.

Third, plain and simple, this settlement saves money over both the Original contract and the subsequent Terms promulgated by the prior Board. I have prepared an in-depth analysis of the costs of the three benefit packages. Briefly:

The Settlement would be comparatively less expensive than the Original Agreement, \$313,886 vs. 315,642 (including other costs, \$360,642 vs. 358,886). If the term progressed, the Settlement would cost even less. This is principally because the Original contract's severance package would continue (and grow) and the fact that the Settlement's yearly salary increases are less than the Original agreement's (3 vs. 3.8%).

Ironically, the Settlement would save the Village significantly over the current Terms and Conditions laid down by the prior Board, whose attempt it was to save money. Conservatively, it would save the Village over \$56,000 over the next two years and eight months (\$313,886 vs. 340,000 and 358,886 vs. 415,180 other costs are figured in).

There is a \$45,000 payment in this Settlement spread out over 3 years. This is not a "buy-out", but a payment of the severance portion of the Original contract that had vested. While the contract was revoked, Chief Varrenti was still due all provisions of the contract to that point, including that portion of his severance to the time of revocation (almost 4 years). While the language of the Original contract is somewhat vague, the amount due would be somewhere between 38 and \$49,000 (see comparison chart endnote 10). The \$45,000 figure has been added into each comparison. Counsel has acknowledged our obligation here, as has, apparently, the mayor, when in a February Board meeting he noted the Board at that time offered Varrenti this vested portion. It should also be noted that this is not a true \$45,000, since \$14,118 was set aside in the 2004/05 budget just for this purpose (to cover that portion of the vested severance).

This study is a fair and accurate comparison. Costs not included in the comparison include the approximately \$25,000 that has already been spent in attorney's fees and the potential costs of losing one or more claims of the lawsuit. It should also be noted that while \$30,000 was included in the costs of staying the course and not settling the lawsuit, this is a conservative figure and assumes, naively, that the Village would win all five claims on its motion to dismiss and on appeals.

Importantly for taxpayers, it should be noted that upon approval of this Settlement proposal, over \$30,000 of the \$50,000 budgeted for this lawsuit would remain in the general fund to increase fund balances, repair our infrastructure or used for tax reduction purposes.

The bottom line is simple. Financially, this proposed settlement is in the best interest of Village taxpayers.

Those who say this is too much to pay a police chief must understand that there are laws that restrict one's ability to reduce a police chief's salary and benefits. We are, to a large extent restrained by previous contracts and agreements - you can't put the genie back in the bottle. Regardless, while many people focus on salary as the end game, this does not take into account the numerous other benefits, etc., that make up the true cost to a municipality. With this settlement we would not have to pay retirement nor total health care costs. This would not only save us money while he is employed but into retirement.

There are those who have said and will say, "let this go to court and have a judge decide". Frankly, there is little to be decided and absolutely nothing to be gained by going forward. To potentially see Village residents and officials paraded to the witness stand may make for interesting coffee shop conversation, but would bring nothing but further division to our community. We have other more important work to do.

There are also those who say, a man's word is his bond and the Village should reinstate the original contract. I understand the police chief in good faith took what was offered to him by an elected Village Board. Over a year ago, I called these subsequent actions a gamble with taxpayer's money. Trustee Maziarz and I asked that the Board renegotiate his contract before actions were taken. Unfortunately, that did not happen and as a result, we must now deal with cards that did not have to be - and should not have

been - dealt. I would like to thank Chief Varrenti for sitting down at the table and negotiating in good faith. While he continued to maintain throughout the discussions that he was on strong legal footing and would prevail, he, like many

MINUTES OF MEETING HELD November 6, 2006 continued.....page 3

Village residents relates, he was tired and battered by the ordeal. Instead of continued litigation, he chose to compromise on the major issues that the Board brought to the table. This has obviously been difficult for him and his family. Now, we must all look to the future.

It's time to move on. We can't afford to continue to spend our resources on \$200 an hour lawyers. The approximately \$25,000 we have spent on lawyers to this point we cannot get back. To spend tens or even hundreds of thousands of dollars more, when there is no guarantee of return is a blatant waste. There isn't nor ever was - a pot of gold at the end of this litigation rainbow.

It's time to move on. We can't allow the discord, divisiveness and hyperbole to continue. This government and community need to begin to heal.

It's time to move on. This Village faces many challenges: Smith Street bridge, Main Street reconstruction, Kleen Brite and financial issues are just some of the many important challenges we face in the near term. It is time to refocus our energies and resources to meet these challenges.

While certainly not perfect, this settlement is definitely in the best interests of the Village: financially, administratively, and - some what say - morally. The majority of Village residents would like to see this lawsuit concluded. Continued confrontation does not reflect the character and values of this community. It is time to move on. I hereby make the motion that the proposed settlement be approved and the mayor be directed to notify our attorney to prepare for signing.

Mayor Wexler said the proposed contract is not in the best interest of the Village taxpayers. He said this is the only contract for a non-union employee. No other Department Heads have a contract. The Employee Handbook covers them. The proposed contract offers D. Varrenti provisions not available to any other Department Head or non-union employee. This creates a double standard. Although it is an almost 3 year contract, if approved, 3 years from now the Village Board will be asked to approve another 3 year contract. On his July 12, 2006 memo to Manager Coyle and Trustee Maziarz, Mayor Wexler said he stated that he opposed the severance provision because of the cost. However, if the severance provision were removed, he would still oppose the cost. He said he believes the previous Board, he included, made a mistake in 2002. This is an opportunity to rectify it.

Mayor Wexler said he does not know of any detriments D. Varrenti incurred from leaving Irondequoit Police Department and coming to Brockport Police Department. Regarding salary, it may have been lower, but one must remember that the waiver became part of his salary by collecting retirement of \$47,000 per year. He would not have received that had he not retired from his former employer. This brought his annual income to \$131,320. That is higher than the \$101,200 he made at IPD.

Mayor Wexler said he wished to bring up a few points of the proposed contract. It indicates that we agree that he is part of a bargaining unit. That is not true. The proposed contract states a workweek of Monday through Friday from 9am to 5pm. As Chief, there will likely be times when he will have to put in additional hours. He should be on call 24/7 and be expected to perform outside of regular work hours to fulfill the duties of the position.

The proposed contract also states that he will be paid for holidays as well as having those holidays off and being paid for them. This calculates to \$4,992 per year. Add in longevity pay of \$2,500.

Regarding health and dental coverage, when he took the job there was no health or dental coverage because he receives it through IPD. Now the contract proposes paying him \$3,000 per year for not taking health and dental coverage through Brockport. Mayor Wexler said these 3 points alone will cost the Village \$10,512 per year. If D. Varrenti works 6 more years, that's \$65,000. Add in \$45,000 for past severance earned or whatever you want to call it and it totals \$110,000. He said \$117,000 was the amount he would have received at the end of his original 10-year contract.

The proposed contract calls for a 3% annual salary increase. That's another \$900 per year times 6 years. By law, this is not necessary. He needs to be paid at least equal to the next highest subordinate under him. We're getting closer to that \$117,000 number.

The proposed contract calls for 6 weeks vacation instead of 4 weeks. It also calls for the accumulation of 1.5 sick days per month when all others accumulate 1 sick day per month. When he retires, unused sick time can be turned into money. He has a bank of 588 sick days currently for his 4-½ years here. He said he hopes he doesn't have to use them, but he will accumulate 1,100 sick days after 6 years. We're now at or above that \$117,000 number.

Mayor Wexler said that a settlement was attempted on more than one occasion before D. Varrenti decided to sue the Village. A majority of the Board felt the offer of \$37,700 severance pay for 4 years

was fair. However, D. Varrenti sued the Village, not the other way around. Of the 5 items in the lawsuit even a Board member said the Village could have won 4 of them. A majority of the Board recently granted the signing of the waiver. Mayor Wexler said all tolled there is \$117,996 camouflaged through

MINUTES OF MEETING HELD November 6, 2006 continued.....page 4

perks in the proposed contract. He said enough is enough. Fool me once shame on you. Fool me twice, shame on me.

Trustee Maziarz read the following statement. For over a year, the Village Board and more importantly the community has suffered through this battle concerning the revocation of the Police Chief's contract. It is time for it to come to an end. We have all suffered enough and we have all lost enough. We have all witnessed the loss of civility, respect, honor and money.

While I think it is important to correct one's past mistakes whenever possible, the question should be asked, to what end? The Mayor has admitted to making a mistake regarding the affirmation of the Police Chief's contract in 2002 and would like the opportunity to correct that mistake. However, I think it is wrong to assume that the taxpayers should foot that bill.

As most of you know and for those who may not, our insurance carrier has denied us coverage on the lawsuit on the basis that this is a "breach of contract". The funding would have to come out of Village coffers. I believe this community has bankrolled enough lawsuits over the years and it is time to stop.

It is my hope that by concluding this matter we will also bring closure to the long-standing animosity among board members and employees. Without a lawsuit looming over our heads and in particular those who are specifically named in the case, we will be able to move on to more important Village business such as the Main Street rehabilitation project or the Kleen Brite issue and more importantly the upcoming negotiations with the Brockport Police Union (Stetson Club) where, in my opinion, there is real money to be saved. By ending this lawsuit with the Police Chief I am confident that we are sending a clear message to the Police Department that we are reasonable, rational people who can be trusted to honor any future agreements that we may negotiate together.

Let me say thank you to the Police Chief, our attorney, Trustee Wagenhauser and Mayor Wexler for their good faith efforts in bringing to us some long needed closure regarding this matter.

Trustee Castañeda said the proposed contract is not in the best interest of the Village taxpayers. She said Civil Service law protects D. Varrenti. There is no need for a contract. She said no other non-union employee has a contract. This is setting a double standard. She said people ask how the Village is working on saving money or lowering taxes. She said it certainly won't be by making agreements such as this.

Trustee Heyen read the following statement. Despite serving just four months as the newest member of the Village Board, I am familiar with the issue of the police chief's contract dating back to January 2002, its revocation in August 2005, and now the settlement that I support, in the aftermath of Chief Varrenti's lawsuit in April 2006 against Mayor Wexler, Trustee Connie Castaneda, and former Trustee Mary Jo Nayman. I believe the residents of Brockport want and deserve that the Police Chief's contract with the Village be settled. The contentious issue has been costly, both financially and emotionally, and has diminished the positive image of our great Erie Canal Village for far too long.

I commend my fellow Trustee, David Wagenhauser, on his excellent, extensive, in-depth contractual history of Chief Varrenti's three terms of employment: the first, current and proposed. This brings us to the agreement we want to pass tonight because of its savings for Village taxpayers.

Each of us on the Board has had the chance to participate in the process, and now we have the chance to put the lawsuit to rest. Police Chief Varrenti has made concessions. Despite the fact that his original contract was signed in good faith with his employment terms set and agreed upon, and despite the fact that he had done nothing wrong, he was willing to work towards closure, and we should all be grateful for this.

In the contract on which we will act on tonight, Chief Varrenti accepts the term of employment for two years and roughly eight months, at which time the contract will either be renewed or not. Because his salary is Civil Service-based, it cannot be changed arbitrarily. The severance component will be paid annually, not in a lump sum at the end of his service. His former employer, the Town of Irondequoit, pays his (family) health premiums (Brockport savings: about \$8,000 per year). The "211 retirement waiver" was signed on September 5, 2006 (Brockport savings: \$17,000+ annually in contributions toward his retirement benefits). No more life insurance premiums will be paid (Brockport savings: \$738). The proposed agreement also reinstates policy for police car fuel usage without reimbursement, the same policy as for other Brockport officials and fire chiefs.

When examining other police chiefs' salaries and benefits in Monroe County, and when factoring in non-salaried items side by side, I found that the costs to municipalities appeared more alike than not,

although Brockport is the only Village college community in the county. There are some variables to be sure. Some salary/benefits' packages are more, some less. Yet, there wasn't one other police chief that worked under three different terms of employment in the past five years, as has Chief Varrenti.

MINUTES OF MEETING HELD November 6, 2006 continued.....page 5

Let's look at the overall picture. This contract will remove the 5-point Police Chief's lawsuit from the courts. Brockport will save thousands of dollars, perhaps tens or hundreds of thousands of dollars on further litigation that could draw out for decades (\$25,000 already spent, and gone). The Village will be in the clear, the Mayor and Trustees will be off the hook, and punitive actions against the Mayor, that would have been a cost to him and his family, will be averted. Surely, these are good outcomes.

Our energies can now focus on working together on and addressing other immediate issues in our Village, namely the:

- Clean-up and marketing of the two Kleen Brite Lab., Inc. properties
- Future of the Smith Street Bridge
- Reconstruction of Main Street, with minimal disruption to our businesses, residents and visitors
- Future of Birds Eye Foods and its employees
- Myriad other issues that have to do with keeping our village in good fiscal order and enhancing our quality of life.

The Mayor has said Police Chief Varrenti's contract dispute has nothing to do with his work performance. With the approval of this settlement proposal--knowing he has job security—he can continue to serve as our police chief, continuing to provide excellent public service with integrity and professionalism as he safeguards the life and liberty of our community.

Mayor Wexler said he heard mention of 5 points in the lawsuit. He said he believes 4 of the 5 would have been dropped. One may have had punitive damages. He said you negotiate better out of strength than out of weakness. If the settlement costs more than \$17,000, it may have been more beneficial to not sign the waiver. He asked what he is supposed to say to other non-union employees Ian, Scott, Harry, Leslie, Debbie, Betty and so on about why they do not get additional pay for holidays or why they accrue 1 sick day per month instead of 1 ½? He said civility is wonderful if not obtained by capitulation.

CALL TO QUESTION

→ Trustee Wagenhauser in favor, Trustee Maziarz in favor, Trustee Heyen in favor, Trustee Castañeda opposed, Mayor Wexler opposed. Motion to approve the contract carried 3 to 2.

DEPARTMENT REPORTS:

- A. PUBLIC WORKS – Superintendent Harry G. Donahue (excused)
1. Accept Resignation of Kevin Kuszlyk

→ Trustee Wagenhauser moved, Trustee Castañeda seconded, unanimously carried to accept the resignation of Kevin Kuszlyk as DPW laborer.

2. Authorization to hire – canvas for replacement @ CSEA new hire rate

→ Trustee Wagenhauser moved, Trustee Castañeda seconded, unanimously carried authorizing DPW Superintendent to canvas for a replacement at the CSEA new hire rate.

3. Adopt Resolution for National Grid street light at Remembrance Park – Trustee Castañeda asked if it would be cheaper to install a light in the ground to point upwards. Trustee Heyen said Superintendent Donahue considered that, but determined this is the most effective way. Lighting pointing upwards may bother the neighbors in the area.

→ Trustee Maziarz moved, Trustee Heyen seconded, unanimously carried to adopt the following resolution:

RESOLVED: National Grid is hereby authorized and directed to do the following work in the Village of Brockport, CSS Reference No. 67738-78109:

Install one 70-watt high-pressure sodium lamp and luminaire NM pole #1 aimed towards Remembrance Park.

Estimated Annual Cost: \$95

4. Bid Results – 2007 Heavy Duty one-ton dump with snowplow and ancillary equipment – Manager Coyle reported that 2 bidders, Van Bortel Ford, Inc. and DeLacy Ford, Inc. submitted bids. He and Superintendent Donahue recommend that the Board accept the low bid of DeLacy Ford, Inc. for \$46,390. This comes from Project 24 – vehicle and equipment

replacement reserve.

→ Trustee Castañeda moved, Trustee Heyen seconded, unanimously carried to accept the low bid of DeLacy Ford, Inc. of Elma, NY for \$46,390 for the 2007 heavy-duty one-ton dump truck with snowplow and ancillary equipment.

MINUTES OF MEETING HELD November 6, 2006 continued.....page 6

B. POLICE DEPARTMENT – Chief Daniel P. Varrenti (excused)

1. SPARTAC – adopt current membership roster

→ Trustee Maziarz moved, Trustee Castañeda seconded, unanimously carried to drop the old SPARTAC membership roster and adopt the current SPARTAC membership roster which includes Francis J. Welch, John D. Brugger, Stacey E. Bartlett, Kent R. Blair, Garret Breister, Matthew A. Naureth, Eileen S. Ryerse.

2. Third Quarter Report – Board indicated that they had received this report. No questions at this time.

C. BUILDING / ZONING / CODE ENFORCEMENT - Scott C. Zarnstorff (excused)

D. FIRE /AMBULANCE / COMMUNICATIONS - Chief Laurence C. Vaughan (excused)

E. TREASURER / VILLAGE MANAGER - Ian M. Coyle

1. Certificate of Village Tax Surrender – (unpaid 2006 Village taxes to County relevy)

→ Trustee Maziarz moved, Trustee Castañeda seconded, unanimously carried to adopt the 2006-2007 certificate of Village tax surrender in the amount of unpaid taxes \$58,997.16 including interest through October 31 \$5,309.76 for a total of \$64,306.92.

2. Accept Capital Improvement Plan – Manager Coyle reminded the Board of the most recent workshop discussion on this. Mayor Wexler said all Board members have had an opportunity to review the plan put together by Chatfield Engineers. If accepted, this will provide direction.

→ Trustee Heyen moved, Trustee Maziarz seconded, unanimously carried to accept the Capital Improvement Plan:

Whereas the Capital Improvement Plan (CIP) is a tool that will assist the Village in its future capital implementation and financing strategies and;

Whereas the CIP covers a multi-year period and is intended to be an annually reviewed planning and budgetary document allowing the Village Board maximum flexibility to modify, add or delete from the CIP on an annual basis any specific project;

Now therefore be it resolved by the Mayor and Board of Trustees of the Village of Brockport that the Capital Improvement Plan (CIP) submitted by Chatfield Engineers in May of 2006 and reviewed by the Mayor and the Board of Trustees, is hereby approved and accepted with the understanding that all proposed projects identified herein shall further be individually approved by a majority vote of the Board of Trustees.

3. Resolution in Support of SMSI Grant Application – Manager Coyle asked the Board to adopt the following resolution in collaboration with the Town of Sweden for a new bucket truck. Trustee Castañeda said she would like to see this trend grow and continue.

RESOLUTION

In support of the SMSI grant application

→ Trustee Maziarz moved, Trustee Castañeda seconded, Trustee Wagenhauser in favor, Trustee Heyen in favor, Mayor Wexler in favor, **UNANIMOUSLY CARRIED** to adopt the following resolution:

WHEREAS, the Village of Brockport and the Town of Sweden have public works / highway department projects and work tasks that require the use of a bucket truck such as tree trimming and building maintenance;

WHEREAS, the municipalities are regularly looking at ways to maximize taxpayer savings in the greater Brockport community;

WHEREAS, the current bucket truck in the Village of Brockport transportation fleet and utilized often by the Town of Sweden is in mechanically poor condition and warrants full replacement;

WHEREAS, action item #9 in §6-26 of the Joint Town/Village Comprehensive Plan calls for the continued use of and expansion of the sharing of equipment;

WHEREAS, the municipalities are seeking a state grant through the New York State Department of State – Shared Municipal Services Incentive Grant program to cover 90% of the costs of the purchase of this specialized piece of equipment;

MINUTES OF MEETING HELD November 6, 2006 continued.....page 7

THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Brockport hereby support and authorize a grant application of \$150,000 to the Department of State Shared Municipal Services Incentive program for the purpose of purchasing a bucket truck with the 10% match to be split in a 67/33 ratio between the Village and Town respectively.

4. Approve 2007 Edu-Cable contract – Manager Coyle said the 2007 contract is unchanged from 2006. It is 4% of the franchise fee (\$2,800). Attorney Sekharan said he reviewed the contract and it is fine.

→ Trustee Wagenhauser moved, Trustee Castañeda seconded, unanimously carried to approve the 2007 Edu-Cable contract.

Trustee Castañeda said the Board has previously discussed the fact that improvement is needed in the picture and volume of the Village Board meetings for television viewing. She suggested working with Edu-Cable to make improvements. Trustee Castañeda further commented that Edu-Cable often cuts off the meeting. She suggested the Board set reasonable limits on meeting length and how long Board members make their reports.

Manager Coyle said he is hoping to correct the picture and volume problems by purchasing a new camera and cables with the state grant of \$1,200 that the Village recently received. He said as far as the length of the Village Board reports, that is the Village Board's issue.

Trustee Heyen asked if the camera would be stationary or manned. Manager Coyle said stationary unless a volunteer commits to operate the camera. He said the Village partnered with the College for a short time and had a student operate the camera.

5. Appoint Labor Attorney for Stetson Club negotiations – Board agreed to table this appointment until they receive and review a written proposal. It will be placed on the next agenda. Mayor Wexler reminded the Board that negotiations with the Stetson Club are scheduled to begin in December.

F. CLERK - Leslie A. Morelli

1. Village Code Book Update – Clerk Morelli reminded those with a Village Code book to bring it in for updating.
2. Zoning & Street Maps Update – Clerk Morelli reminded the Board that she and Scott Zarnstorff have been working with Bergmann Associates on updating the Village's zoning map and street map. Copies have been distributed to the Board and Department Heads for feedback. Attorney Sekharan is reviewing the maps and the proposed text for the Village Code regarding the official maps. Once review is complete, the Board will need to call for a public hearing and adopt the official maps.

G. ATTORNEY – Raja N. Sekharan / DEPUTY ATTORNEY – Frank A. Aloï

1. Kleen Brite – Attorney Sekharan said he continues to look into options the Village can pursue regarding the former Kleen Brite properties on State Street and Fair Street. He said it is proving to be quite challenging.

Mayor Wexler thanked Attorney Sekharan for sitting down with him regarding this issue. He said Trustee Heyen and Trustee Maziarz are working hard on this as well as they know the process and have contacts. Mayor Wexler said one building isn't bad, but the other is.

SUPPORT BOARDS REPORTS:

- A. PLANNING BOARD – Chair R. Scott Winner
- B. LIBRARY BOARD – President Matthew Minor
- C. ZONING BOARD OF APPEALS - Chair John Bush

VILLAGE BOARD REPORTS:

- A. Trustee Maziarz
 1. 2006 NYCOM Pride in Public Works Award for Harvester Park & Welcome Center – Trustee Maziarz reported that she had the honor of attending a banquet at the recent NYCOM Public

Works Conference in Syracuse and accepting the 2006 NYCOM Pride in Public Works Award on behalf of the Village. This was for the DPW's work on the Harvester Park and Welcome Center project. Village Engineer Paul Chatfield nominated the project. It was judged against entries statewide utilizing the following criteria: program innovation; economic benefit to the community; improvement of the quality of life; citizen participation; improved government efficiency; service improvement; and applicability to other municipalities. The National League of Cities sent their congratulations. Trustee Maziarz displayed the plaque and said it will be hung in the Welcome Center or at DPW. Mayor Wexler thanked Trustee Maziarz for attending and commented that he was unable to attend.

MINUTES OF MEETING HELD November 6, 2006 continued.....page 8

2. Farmer's Market – Trustee Maziarz announced that the season has ended for the Farmer's Market. Unfortunately, the last day, October 29th had poor attendance due to bad weather.
3. Holiday Kickoff Weekend - Trustee Maziarz said the Santa Train Rides would be December 2nd and 3rd. The Christmas tree lighting and Candlelight Walk will be December 3rd. She said Bill Andrews asked her to bring forward a request for funding to purchase the cocoa and cookies for the reception after the event. Trustee Maziarz said she thinks it has cost \$150 or \$300 in the past. Trustee Heyen asked if there is money in the Celebrations line. Manager Coyle said yes. Mayor Wexler said the Brockport High School Band and Chorus have each agreed to perform.

→ Trustee Maziarz moved, Trustee Wagenhauser seconded, unanimously carried that the Village fund the purchase of cocoa and cookies for its annual holiday event.

B. Trustee Wagenhauser

1. Holiday Plans – Trustee Wagenhauser said planning is underway for the holiday lighting and decorating contest sponsored by local businesses including his family's business. Details to come.
2. ESCO – Trustee Wagenhauser said he would like ESCO regarding electric to be a workshop agenda item.
3. Police Chief's Contract – Trustee Wagenhauser responded to Mayor Wexler's earlier comment regarding the Police Chief's work hours and stated that Section 4.1.5 addresses the 24/7 nature of the position similar to other Department Heads. He said the Police Chief's original contract had a lot of other perks in it that this contract does not have. He said there was no previous mention of other Department Heads not having contracts or receiving the same benefits. He said he stands by his cost analysis and will make it available to anyone who would like a copy.

C. Trustee Heyen

1. Accept Resignation of Annette Locke from Code Review Committee – Trustee Heyen said although the Board tabled accepting the resignation of Annette Locke from the Code Review Committee in an effort to encourage the committee to adjust their meeting time, unfortunately, A. Locke still wishes to resign. She said she hopes this committee discusses its flexibility in their 3:30 meeting time, as it would preclude anyone who works from participating. There are now 2 openings. Clerk Morelli commented that the Code Review Committee is scheduled to meet tomorrow and meeting day and time is an agenda item.

→ Trustee Heyen moved, Trustee Castañeda seconded, unanimously carried to accept the resignation of Annette Locke from the Code Review Committee with regret.

2. Seymour Library – Trustee Heyen shared that as liaison to the Library, she has been attending their Library Board meetings. She said they are hoping to get the computers that were donated from SUNY up and running within a month. She said they are working on obtaining their absolute charter. They are still without a Library Director.
3. Farmer's Market – Trustee Heyen thanked Trustee Maziarz for all of her hard work and early and long hours week after week. The Farmer's Market has become a great part of our Village. She also commended her for obtaining a grant from Senator Maziarz for the television commercial regarding the Farmer's Market.
4. NYCOM Workshop on the Municipal Administration of Fire Departments – Trustee Heyen reported that she and Manager Coyle attended a recent NYCOM workshop held in Holley regarding the municipal administration of fire departments. She said they received a lot of good information and will be sharing it with the Fire Chiefs.
5. G.E. M.O.U. Funds Use – Trustee Heyen reminded everyone that the Village would receive \$37,000 for improvements to the Barry Street Playground and \$25,000 for an environmental or recreational project of the Village's choice. A public hearing was held October 16th and a

number of suggestions have been received. She said suggestions would be accepted until November 16th. Trustee Heyen said the Parks Committee would be holding a meeting on Saturday, November 18th at 11am at the Barry Street Playground for area residents to provide their input. She thanked Trustee Castañeda for offering to have Village Advisory Committee members deliver the meeting announcement to that area. She said a lot could be done to enhance that park and make it more welcoming.

D. Trustee / Vice Mayor Castañeda

1. Village Advisory Committee – Trustee Castañeda said the next meeting is tomorrow at 7pm at the Welcome Center.

MINUTES OF MEETING HELD November 6, 2006 continued.....page 9

2. Welcome Center Greeter Picnic – Trustee Castañeda thanked Bill Andrews for his hospitality in hosting a picnic for the Welcome Center Greeters.
3. Good Neighbor Committee – Trustee Castañeda said she met with Chris Florence of SUNY. The orientation committee is looking for Village representation. She said there is another idea forthcoming that she will bring up at a future workshop.

E. Mayor Wexler

1. Appointments to Emily L. Knapp Museum & Library of Local History Committee -

→ Trustee Castañeda moved, Trustee Wagenhauser seconded, unanimously carried to appoint Doug Wolcott and Mary Lynne Turner to the Emily L. Knapp Museum and Library of Local History Committee.

2. Appointment to Parks Committee –

→ Trustee Castañeda moved, Trustee Heyen seconded, unanimously carried to appoint Robert Canham to the Parks Committee.

3. Appointments to Main Street Rehabilitation Committee – Mayor Wexler said although the Village is awaiting Main Street applicants by November 15th, the rest of the committee can be appointed.

→ Trustee Castañeda moved, Trustee Heyen seconded, unanimously carried to increase the membership of the Main Street Rehabilitation Committee by one merchant.

→ Trustee Maziarz moved, Trustee Wagenhauser seconded, unanimously carried to appoint the following to the Main Street Rehabilitation Committee:

Main Street Resident: (applications to come by 11/15 – to be appointed 11/20)

Non-Main Street Resident: Hal Legg

Historic Preservation Board: Bill Andrews

Town of Sweden Elected Official that lives in Village: Rob Carges

Town of Sweden Highway Department: Fred Perrine

RGRTA / Planning Board: Chuck Switzer

SUNY College at Brockport: Chris Cook-Florence

Brockport Central School District Transportation: Milt Waye

Walk Bike Brockport Action Group that lives in the Village: Ray Duncan

Brockport Merchants Association - Merchant north of Canal: Bob Ryan

Brockport Merchants Association - Merchant south of Canal: Archie Kutz

Brockport Merchants Association - Merchant south of Canal: Tony Peone

Greater Brockport Chamber of Commerce: Marie Bell

4. Resolution to continue pursuing the lawsuit with Monroe County regarding Intercept Program – Mayor Wexler shared that 9 out of 10 Villages in Monroe County are participating in this lawsuit as well as the Towns and School Districts in the County. The cost is being shared among the 9 Villages. Most of the work is being done by the City of Rochester since they have the greatest at stake. He said it is important to have a voice since it could impact Brockport by \$400,000 in sales tax revenue.

→ Trustee Maziarz moved, Trustee Castañeda seconded, Trustee Wagenhauser in favor, Trustee Heyen in favor, Mayor Wexler in favor, UNANIMOUSLY CARRIED to continue pursuing the Monroe County lawsuit regarding the intercept program.

Trustee Heyen said she would like to discuss this at the next workshop. Attorney Sekharan said he received a copy of the file and intends to substitute in his appearance to represent the Village of Brockport once he is more acclimated.

5. G.E. M.O.U. funds use – Mayor Wexler encouraged public input until November 16th. Then the

Board will review it at a workshop and render a decision. Trustee Heyen said many of the suggestions received so far have been copied to Superintendent Donahue for price estimates. Some may be able to be covered with other funds.

6. Farmer's Market – Mayor Wexler thanked Trustee Maziarz for the time and effort she puts into making the Farmer's Market a success. It is a very enjoyable aspect of the Village, appreciated by many.

MINUTES OF MEETING HELD November 6, 2006 continued.....page 10

PUBLIC COMMENT:

1. Bob Canham of 30 Winston Woods asked if the Monroe County Intercept Program Mayor Wexler referred to earlier would have a negative impact on the Brockport area. Mayor Wexler said there would be an estimated \$400,000 sales tax decrease. He said because the County is in financial trouble, this plan would negatively affect the municipalities and school districts. He said there are a lot of politics involved in it.
2. Sal Sciremammano of 26 South Street commented that recently a family returned to Brockport for a family member's memorial. He said they were amazed at how good the Village looks. They remembered boarded up buildings on Main Street, sidewalks in disrepair and furniture on house rooftops. He said they were really impressed and appreciates everyone, past and present, responsible.

In response to John Bush's earlier comment, he said there are reasons that people pay higher taxes in the Village. He said this is due to the quick and quality responses of our Police Department and Public Works. He said he has nothing against Monroe County Sheriff's Department, but they are understaffed and neighboring municipalities often have to wait for a response. He cited a recent example of DPW response with a drainage issue. He said he is able to walk his granddaughter up and down the streets safely. He said you get what you pay for.

3. John Bush of 157 Barry Street said S. Sciremammano's comments are wonderful, but Village of Brockport taxpayers pay a heck of a lot of taxes while neighboring municipalities get the same services of police (MCSD), fire, public works, and the like. He said this is particularly difficult for those on a fixed income. He said maybe it is not a concern for those with big fat retirements.

AUDIT:

- ➔ Trustee Wagenhauser moved, Trustee Castañeda seconded, unanimously carried that the bills be allowed and paid upon audit.

Village

Date	Check #	Amount
10/17/06	174195	80.75
10/20/06	174196	1,212.40
10/20/06	174197	8,360.00 VOID
10/20/06	174198	14.40
10/24/06	174199	8,360.00
11/1/06	174202	266.00
11/3/06	174203	449.53
11/6/06	174204-174258	31,258.85

Fire

11/1/06	174201	137.50
11/6/06	174259-174286	15,910.47

Third Party Billing

11/6/06	000874-000881	4,163.78
---------	---------------	----------

Capital Projects

11/6/06	002032-002036	8,525.39
---------	---------------	----------

Water

11/6/06	001546-001554	13,746.47
---------	---------------	-----------

ADJOURNMENT:

- ➔ Trustee Maziarz moved, Trustee Wagenhauser seconded, unanimously carried that the meeting be adjourned at 8:40pm.

Leslie Ann Morelli, Village Clerk

ATTACHMENT:

Spreadsheet from Trustee Wagenhauser re proposed Police Chief's contract

Cost Comparison of Police Chief Settlement Agreement, October '05 Terms and Original Agreement¹

Settlement	Salary ²	Longevity ³	Health Care ⁴	Holiday ⁵	Retirement ⁶	Clothing	Life Ins.	Sick Days ⁷	Autos ⁸	Severance Packages ⁹	Sub Total	Accrued Severance ¹⁰	Legal ¹¹	Losing Lawsuit ¹²	Total
Nov 1, '06 to Oct 31, '07	\$102,615	\$2250	\$3000	\$5130	0	\$500	0	\$592	NA ⁸	0	\$114,087	\$20,000	0	0	\$134,087
Nov 1, '07 to Oct 31, '08	105,693	2340	3000	5284	0	500	0	609		0	117,426	15000	0	0	132,426
Nov 1 '08 to June 30, '09	72,398	2430	3000	3628	0	500	0	417		0	82,373	10,000	0	0	92,373
Oct. 05 Terms											313,886				358,886
Nov 1 '06 to Oct 31, '07	101,364	0	0	5068	17,613	250	738	0	0	0	125,033	20,000	10,000	Significant	155,033 ¹³
Nov 1 '07 to Oct 31, '08	104,405	0	0	5220	17,320	250	738	0	0	0	127,933	15,000	10,000	Significant	152,933
Nov 1 '08 to June 30, '09	71,071	0	0	3584	11,571	250	738	0	0	0	87,214	10,000	10,000	Significant	107,214
Original Terms											340,180				415,180
Nov 1 '06 to Oct 31, '07	101,066	0	0	0	0	1000	738	583	NA ⁸	9796	113,183	20,000	0	0	133,183
Nov 1 '07 to Oct 13, '80	104,905	0	0	0	0	1000	738	605		10,169	117,417	15,000	0	0	132,417
Nov 1 '08 to June 30, '09	72,366	0	0	0	0	1000	738	418		10,520	85,042	10,000	0	0	95,042
											315,642				360,642

Total cost for Settlement Contract period: **Original contract: \$315,642**
(Nov. 2006-Jan.30, 2009) Oct. '05 Terms: 340,180
Settlement Agreement: 313,886

with other costs: \$360,642
415,180
358,886

1. Comparisons were made for the police chiefs: 1. Original contract, a ten year term ("Original Contract"); 2. Terms and Conditions ("Oct Terms") enacted October 17, 2005 by the prior Village Board of Mayor Wexler, Trustee Castaneda and (then) Trustee Nayman. (These Terms, together with the Original contract revocation precipitated the lawsuit); and 3. Settlement terms. Agreement/terms were compared by the start date (Nov, 2006) and length of this Settlement agreement (June 30, 2009: 2 years 8 months).
2. Salary numbers were adjusted to recognize differing onset dates for salary and raises, i.e., Settlement salary for Nov. 1, 2006 to Nov. 1, 2007 included 2 months at \$100,113 and 10 months at 104,116. Raises for the Original contract were to be at 3.8%; raises for the Settlement are 3% (or Stetson Club provision); raises for the Oct. Terms would be tied to the Stetson Club contract through Sec.207m. (It is possible that at the time of raises the Oct. Terms could raise a dollar amount equal to the Chief's next subordinate, which could be less than 3% used here. That is an unknown at this point, however, and regardless, would amount to less than \$800). It should be noted that the Oct. Terms provided for a 3% raise ahead of the Original Contract's schedule, resulting in additional costs of \$1061 for the period August 15, 2005 to May 31, 2006. If this raise had not been given, the Settlement salary and the Original contract salary would have been identical (In New York, a police chief's salary cannot be unilaterally reduced if it would result in "benefit compression" to his next subordinate, i.e., sergeant).
3. Consistent with other Monroe County law enforcement and Brockport police, the Chief would receive longevity based on number of years worked. (Other Village employees receive longevity pay, based on time with the Village).
4. The Village offers a "health care buyout" to it's employees. In return for not taking Village health care plan (cost: \$9-11,000+), Village employees can accept a cash "buyout" of \$3,000. It should be noted, that those employees that do not take the buyout and accept Village health policy receive that plan after retirement (provided accumulation of 15 years of service) and until death (the plan would be secondary to Medicare and less expensive at age 65) As a result, the employees that accept the buyout not only save the Village \$6-8,000 per year, but also after they retire (savings to the Village in this case would be approximately \$21,000 during the term of this agreement).
5. Under the Settlement, the chief would receive 13 paid holidays per year. This is consistent with other Brockport police officers who also are salaried. There is some confusion over whether the Oct Terms included paid holidays. The language states, "(t)he Chief will receive the paid holidays designated in Article 17 of the Stetson Club contract." (Article 17 of the Stetson Club contract provides for (salaried) officers to be paid for 13 named holidays). Due to the "plain language" of this terms, it has been incorporated in the Oct. Terms.
6. Both the Original contract and the Settlement necessitate the Village submitting a signed 211 retirement waiver. Upon approval from the State, the chief is able to collect his retirement from his service at Irondequoit without cost to the Village. Absent the waiver, the Village would be required to pay his retirement at the State's varying rate (currently, about 16% of his salary). The current Board voted to remit his waiver in September, 2006 for a two year term, retroactive to March, 2006, leaving the need for one more 211 waiver submission during the term of this agreement.
7. The Oct. Terms provide for one sick day per month, while the Original contract and Settlement provide for 1.5 sick days per month. The Settlement (referencing the Stetson Club Agreement) provides that unused sick days can be converted to vacation time at retirement or termination of employment. The conversion is 2 sick days for each vacation day for the first 60 days and 4 unused sick days for each vacation day thereafter (vacation days can then be cashed in as "worked" days). The Settlement contract, which runs for approximately 32 months would result in 16 sick days converting to 4 full days worth of pay. The Village cost of this would be \$1683. In actuality, however, this cost would not be borne in the term

of this agreement (unless the Chief retires or is terminated during this time). In addition, This does not take into account the real possibility that he would use his sick time. Regardless, in the interest of fairness, this cost has been added over the three year period for both the Settlement and Original contract.

8 The Settlement provides for a replacement police chief car every 3 years, while the Oct Terms call for a new auto every 75 thousand miles. Since it is difficult to project the number of miles the car will be driven, it is reasonable to believe it will not be a significant difference. In addition, the Oct Terms state the police chief would reimburse the Village for fuel used during off hours (it should be noted that the Code Enforcement Officer, DPW officials and fire chiefs (who have Village vehicles) do not reimburse the Village for fuel). The cost of this Village-wide policy is difficult to gauge for the police chief, but in any matter, would not rise to a significant amount in light of the fact that even though he is on call 24 hours per day and has a personal vehicle.

9. Chief Varrenti's Original contract included a severance package that provided for 5.2 weeks of pay for every year worked. Neither the Oct. Term, nor the Settlement, provide for this package, identified by some as the "golden parachute."

10. Again, the original contract called for the Village to pay him 5.2 weeks of pay for each year completed. While the contract was revoked by the prior Board in August, 2005, Varrenti would still be due that portion of this provision dating from the contract's inception (Jan. 2002), to it's revocation (the contract was not void ab initio. See Attorney General's Informal Opinion No. 2004, July 1, 2004). It should be noted that this provision of the original contract states "(t)he salary shall be determined by the previous 12 months pay calculated from the date of separation." Since we are not now aware of Chief Varrenti's day of separation, it would be impossible to set an exact amount. That figure would be between 38 and \$49,000 and would have been required under any agreement or settlement reached. For that reason, the Settlement amount (a "middle" amount was included in each calculation. It should also be noted that Village Board minutes on 2/6/06 state that the promulgators of the Oct. Terms (the prior Board via Mayor Wexler) offered Mr. Varrenti the "vested" portion in a settlement offer.

11. In a best case scenario (Village wins on all 5 claims on it's Motion to Dismiss), a minimum of \$30,000 would be spent (this includes \$20,000 for appeals, as per current litigating attorney). A more likely scenario would include one or more claims going forward. This could dramatically increase the legal fees expended. It should be noted that the Village has expended approximately \$25,000 in legal fees to this point.

12. Should the Village not prevail on one or more of the claims, the costs could be dramatic. In any event, the legal fees alone would be significant. These costs have not been included.

13. The totals for the Oct Terms do not include the approximately \$25,000 in legal fees that have been expended thus far for this lawsuit.