

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, December 7, 2009 at 7:00pm.

PRESENT: Mayor M. Connie Castañeda, Deputy Mayor Christopher R. Martin, Trustee Kent R. Blair, Trustee Scott W. Hunsinger, Trustee Hal S. Legg, Clerk Leslie A. Morelli

EXCUSED: Treasurer Gina M. Tojek, DPW Superintendent Harry G. Donahue, Building/Zoning Officer Scott C. Zarnstorff, Police Chief Daniel P. Varrenti, Village Attorney Michael Leone, Fire Chief Scott Smith

ALSO PRESENT: Art Appleby, Daniel Kuhn, David Moore, Bruce Hovey, Jo Matela, John Keiser, Carol Hannan, Jim & Joan Hamlin, Sharon Kehoe, Bernie LoBracco, Norm Giancursio, Adam Rich, Tony Perry, George Lazor, Jack Wahl, Francisco & Linda Borrayo, Rich Miller, Chuck Switzer, Mary Jo Nayman, Don Jubenville, Carlos Zaragoza, Lisa Saeva, Fred Webster, John Lessord, Jeff MEDler, Mike Connors, Ray & Jackie Morris, Bill & Hanny Heyen, Cindy Rombaut, John Rombaut, John Hauck, Merv Beaney, John Bush

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

MISSION STATEMENT: "To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

APPROVAL OF MINUTES OF PREVIOUS MEETING: Mayor Castañeda called for any additions or corrections to the minutes of the last meeting.

➔ Trustee Hunsinger moved, Trustee Blair seconded, unanimously carried 5/0 that the minutes of the meeting held November 16, 2009, be approved as written.

AUDIT – PAY BILLS:

➔ Trustee Blair moved, Trustee Hunsinger seconded, unanimously carried 5/0 that the bills be allowed and paid upon audit.

	<u>Date Paid</u>	<u>Check #'s</u>	<u>Amount</u>
FUND (A): <u>General</u>	11/24/09	179722 - 179724	\$3,024.39
FUND (F): <u>Water</u>	11/24/09	2458-2461	\$118.66
FUND (H): <u>Capital</u>	11/19/09	2349	\$754,763.30
A/P Clearing Account Check #	000002-000074		
	<u>Date Paid</u>		<u>Amount</u>
FUND (A): <u>General</u>	12/08/09		\$169,257.80
FUND (F): <u>Water</u>	12/08/09		\$1,078.25
FUND (H): <u>Capital</u>	12/08/09		\$21,609.25
			Total General: \$172,282.19
			Total Water: \$1,196.91
			Total Capital: \$776,372.55
			Grand Total: \$949,851.65

PUBLIC COMMENT:

1. Jo Matela of Adams Street and Brockport Merchants Association – is glad that the Main Street water and sewer project is winding down as it has been difficult for the merchants. She said she has appreciated everyone's cooperation. She said some Brockport Merchants Association members and Main Street Rehabilitation Committee met with NYSDOT representatives as to the possibility of evening work to shorten the time frame of the upcoming Main Street reconstruction.

2. Carol Hannan of Main Street – appreciates the Village’s efforts to involve the public and shared how school boards who involve the public at times of crisis benefit from their input. She said she is willing to pay for the services provided by the Village, but that due to the Village’s financial condition, the Board needs to look at a combination of raising taxes and cutting services – not just one or the other. She is in favor of Chief Varrenti’s pursuit of establishing a Village Traffic Court. She is in favor of re-establishing a sewer usage fee and commented that it was enacted a few years ago and then repealed. This is a user fee based on water consumption and will get funds from tax exempt entities who pay nothing towards the Village’s infrastructure. Many other municipalities have sewer use fees. She is in favor of hiring or contracting with a grant writer to bring in funds that the Village is missing out on. She believes the Board should consider thinking part time on every full time position. She believes the Village should get out of the “car business” by allowing so many officials have a vehicle assigned to them and use 24/7. Wonders how their jobs are done any better by this benefit. Rather than buy them vehicles, insure, maintain and fuel them, give them a mileage sheet to use their own vehicles. She believes the Village could be made more affordable by having municipal garbage collection which could be cheaper for residents and would better accommodate the snowbirds and municipal electric. People would be more forgiving of high taxes if they had savings in other ways. She offered to volunteer to serve on any committee to look into municipal garbage collection or municipal electric. She believes the Village should figure out where it went wrong and wonders if a full time person to fill the Village Manager vacancy would help.

3. Rich Miller of State Street – wonders why this layer of government (Village) is needed and emphasized the need for consolidation. Shared an example of successful consolidation of service (assessment) that the Village transferred to the Town a few years ago. We need to get away from having redundant layers of government. Suggested the Village DPW guys would make a great addition to the Town Highway Department. Suggested a referendum be organized to let the voters decide whether they want their own Police Department, as we already have NYS, MCSD, SUNY). Wondered if the Village is so lawless that we need our own 2 officers on a time Police Department. Knows we can no longer afford it. Referred to an article in this morning’s paper that cited the Mayor projecting a 25% tax increase for the next several years. Wondered how dare this and past Village Boards spend the taxpayers hard earned money into the ground. Challenged all to stop taxing the residents into submission and get a grip. Taxpayers are done paying for the mistakes of past Mayors and Boards spending habits. It’s time to let the constituent class decide. Since the Stetson Club police contract is set to expire May 31, 2010, this is a good time to go to referendum. Challenged the Board to do the hard work they were elected to do and bite the bullet and make tough decisions. It is their fiscal responsibility.

4. Sharon Kehoe of Main Street – expressed concern of the financial condition of the Village. Other levels of government (County and State) are making some hard choices. The Village needs to wake up, as this is a serious problem. Believes some houses are under assessed and may not pay their fair share in taxes. Otherwise, they wouldn’t be in favor of a tax increase. Believes we don’t get a lot for the taxes. Has a problem with the cost of the Police Department, not the people. Particularly when we could be covered by MCSD. Takes issue with a majority of the Board entering into a 10 year contract with the Police Chief. Even the President, or a Superintendent of Schools doesn’t get a 10 year contract. The Board needs to cut the budget, not add to it.

5. Tony Perry – Village property owner, but not resident – Wonders why Christmas lights are on when the financial problems impact everything in the Village. The audit for year ending May 31, 2009 is finally being addressed, but the Village is almost out of money. It is clear this Village Board is not working together. Complained that the Village’s 12% tax increase is actually a 16% increase. Believes that cutting dispatchers won’t even make a dent in the financial problems. Further tax increases are unacceptable. Questioned the decision to raise water rates and re-establish a sewer user fee. Those increased revenues will take time. We’ll be out of money by then and maybe not even be able to make payroll. Commented that the Board spent \$8,000 on the audit and yet couldn’t agree to convene to meet with the auditor. Suggested the Board re-institute regular workshops and work together to find solutions to the problems which are more than a tax increase will solve. Will the Village have to borrow money? Will it incur interest charges? Will the Village pay the surplus fire money back to the Towns of Sweden and Clarkson? This is all a monumental task and everyone must work together.

PUBLIC HEARINGS:

Proposed Local Law #2-09 – amendments to Chapter 13 – Code of Ethics -

→ Deputy Mayor Martin moved, Trustee Legg seconded, unanimously carried 5/0 to close the regular meeting and open the public hearing.

Clerk Morelli read the following legal notice and stated that it was published in the Village’s official

paper, on the Village's official website and at Village Hall.

MINUTES OF VILLAGE BOARD MEETING HELD December 7, 2009 continued.....page 3

VILLAGE OF BROCKPORT
LEGAL NOTICE

Please take notice that the Board of Trustees of the Village of Brockport will hold a Public Hearing beginning at 7:00pm on Monday, December 7, 2009, in the Conference Room of the Village Hall, 49 State Street, Brockport, New York to consider proposed Local Law #2 of 2009 as follows:

- Amendments to Village Code
 - Chapter 13 – Code of Ethics re Article VI §13-14 Gifts and Favors

The text of these proposed Village Code changes is on file in the Office of the Village Clerk, and may be inspected during normal business hours. It is also posted to the Village website brockportny.org. All interested parties will be given the opportunity to be heard.

Art Appleby and Daniel Kuhn of the Code Review Committee made a brief presentation. A. Appleby shared that the current language in this section of the code is very restrictive and allows no gifts of any value which would include tickets to an event in which Village representation is requested. Therefore, if a ticket has a value to it, Village officials cannot accept and attend. D. Kuhn said the change is intended to recognize that realistically someone gets a small gift or a drink it is not an ethics violation. The restrictions set a per occurrence and per year limit. State law allows \$75 per occurrence and has no per year limit. The reason for the civic organization exemption is so that they may be able to attend events and function in their official capacity. An example of this would be the annual Lakeside Memorial Hospital gala. The exception would be if the group is involved in a current action. The amendments reflect the reality of everyday life.

The proposed text is as follows:

§13-14. Gifts from persons interested in dealings with village.

No officer or employee of the Village of Brockport, whether paid or unpaid, shall accept any gift or gratuity having a value of twenty five dollars (\$25.00) or more per instance, nor one hundred dollars (\$100) or more per annum, whether in the form of services, loan or any promise or benefit of any kind, from any person, firm, or corporation which is interested directly or indirectly in any manner whatsoever in any business or professional transaction or dealing with the village or any agency thereof.

- A. This prohibition shall not apply to gifts or gratuities given by civic/charitable organizations having a value of two hundred dollars (\$200.00) or less and given with the purpose of securing official representation from the Village at a function of the organization. No organization, however, shall qualify for this exception where the organization has a Village matter pending, active, or resolved within the last 30 days.
- B. Any gift in excess of these monetary limits shall be presumed to be improper for purposes of any action under Article IX of this Chapter.

Add to definitions (§13-14):

VILLAGE MATTER: any litigation in which the Village is or may become an adverse party; any zoning board application, planning board application, permit application, or historic preservation board application.

Mayor Castañeda invited the public to comment and asked for their name and address for the record.

Public comment:

Joan Hamlin of 50 Park Avenue – asked if these amendments pertain to elections and campaign contributions. A. Appleby said no. Clerk Morelli replied that NYS Election Law would cover that.

→ Trustee Blair moved, Deputy Mayor Martin seconded, unanimously carried 5/0 to close the public hearing and re-open the regular meeting.

→ Deputy Mayor Martin moved, Trustee Legg seconded, unanimously carried 5/0 to adopt Local Law #2 of 2009 – amendments to Village Code Chapter 13 – Code of Ethics re Article VI §13-14 Gifts and Favors.

Mayor Castañeda thanked the Code Review Committee for their work.

PUBLIC INFORMATION MEETINGS: None

GUESTS: None

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DEPARTMENT REPORTS: (All Department Heads are in attendance the 2nd meeting of each month)

- A. PUBLIC WORKS – Superintendent Harry G. Donahue (excused)
 - 1. Tree City USA Signage – Trustee Hunsinger shared that he met with DPW Superintendent Donahue today and referred to a letter from the Tree Board requesting that the Tree City USA sign be erected at the North end of the Village as had been done at the South end of the Village. DPW has to add to the sign post and should have this completed by the end of the week.
 - 2. Salt Barn – Trustee Hunsinger shared that the salt barn project is nearing completion.
- B. POLICE DEPARTMENT – Chief Daniel P. Varrenti (excused)
- C. BUILDING / ZONING / CODE ENFORCEMENT - Scott C. Zarnstorff (excused)
- D. FIRE / AMBULANCE / DISPATCH - Chief Scott Smith (excused)
 - 1. Membership Drops and Adds – Clerk Morelli brought forth the following membership adds from Chief Smith: Matthew Brice to fire, Cody Gilliam to fire & ambulance, Nichole Green to ambulance, Jordan DiPonzio to Explorer Post.
→ Trustee Blair moved, Trustee Legg seconded, unanimously carried 5/0 to approve the previously mentioned drops, adds and exempt certificates.
 - 2. Accept & Authorize Mayor to sign annual URMC agreement for EMS Medical Director Services – Clerk Morelli shared that the annual agreement was recommended by EMS Chief VanDervort and reviewed by the Village Attorney.
→ Trustee Legg moved, Trustee Blair seconded, unanimously carried 5/0 to approve the URMC agreement for EMS Medical Director Services.
- E. TREASURER – Gina M. Tojek (excused)
- F. CLERK - Leslie A. Morelli
- G. VILLAGE MANAGER – (vacant)
- H. ECONOMIC DEVELOPMENT COORDINATOR – (vacant)
- I. VILLAGE ATTORNEY – Michael Leone, Esq. of Harris, Chesworth, O'Brien, Leone, et al. (excused)

VILLAGE BOARD REPORTS:

- A. Mayor M. Connie Castañeda
 - 1. Holiday Kickoff Weekend – Mayor Castañeda thanked everyone involved in making the annual holiday kickoff weekend of events a success including DPW for decorating, Walk Bike Brockport Action Group and Medina Railroad who organized the Santa Train Rides and Bill Andrews and Kathy Goetz who organized the Tree Lighting and Candlelight Walk, as well as Kathleen who lit the tree.
 - 2. Consideration of 2010 Seymour Library budget proposal – Mayor Castañeda announced that Clarkson Supervisor Kimball has organized an intermunicipal meeting for Wednesday, December 16th at 7pm at the Library – an opportunity for the Brockport, Clarkson, Sweden Boards to meet with the Library Board and Director.
 - 3. Consideration of 2010 Fire Service Contracts – Mayor Castañeda presented 5 contracts for consideration. She asked if the Board wished to approve them altogether as individually. Board said individually.
 - a. Station #2 – Clarkson – rental contract for 2010

→ Trustee Blair moved, Trustee Legg seconded, to approve the Station #2 – Clarkson – rental contract for 2010.

Discussion:

Trustee Legg asked if the Village has paid utilities at Station #2 to this point. Clerk Morelli said yes.

Call to Question:

→ unanimously carried 5/0 to approve the Station #2 – Clarkson – rental contract for 2010 as follows:

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**BROCKPORT FIRE DEPARTMENT
STATION #2, CLARKSON NY RENTAL CONTRACT
FOR THE YEAR JANUARY 1, 2010 THROUGH DECEMBER 31, 2010**

THIS AGREEMENT made, in duplicate, the ____ day of _____, 2009, by and between:

The incorporated **VILLAGE OF BROCKPORT**, a municipal corporation in the County of Monroe and State of New York, by and through its Board of Trustees; and the **BROCKPORT FIRE DEPARTMENT**, (collectively the "Tenant"); and

The Town Board of the Town of Clarkson, acting for the Town of Clarkson, Monroe County, New York, (the "Owner");

WITNESSETH THAT:

WHEREAS, The CLARKSON FIRE PROTECTION DISTRICT embraces the following described premises:

The entire Town of Clarkson excepting: Lots 7, 8, 9, 10, 11, 12 and 13 of Section 15; Lots 6 and 12 of Section 18; and all lots comprising Section 19; or those portions of the Town of Clarkson lying within the bounds of the Walker Fire District and the Parma Fire District, respectively; and

WHEREAS, the Brockport Fire Department has by separate agreement agreed to furnish fire protection within the said fire protection district; and

WHEREAS, use of Brockport Fire Department Station #2, located at 3653 Lake Road North in the Town of Clarkson, is necessary and/or desirable for storage and staging of Brockport Fire Department equipment in connection with fire protection services in and around said fire protection district:

NOW THEREFORE in consideration of ONE DOLLAR and other valuable consideration, each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The Owner hereby leases to the Tenant the premises known as Brockport Fire Department Station #2, located at 3653 Lake Road North in the Town of Clarkson, New York for the term of **up to five (5) years, commencing on January 1, 2010**. The Tenant may, upon thirty (30) days notice, terminate this lease if the parties' fire protection service agreement is terminated.

1st. TENANT AGREES: To pay annual rental for the premises at the rate of FOUR THOUSAND DOLLARS (\$4,000.00) per year, payable as follows; in two equal installments of two thousand dollars each (\$2,000) due on May 15, 2010 and August 15, 2010.

2nd. TENANT AGREES: To take good care of the premises

3rd. OWNER AGREES: At Owner's own cost and expense make all repairs of heating, plumbing, air conditioning, lighting, and any other fixtures and doors (including but not limited to all overhead doors, loading dock doors, shower doors and fire doors, whether they be external or internal), as well as internal walls and all improvements located within the demised premises and make repairs which may be required from time to time. Tenant shall have no obligation to make repairs to the roof, exterior structural walls, and structural foundations, unless damaged by the Tenant or the Tenant's agents, representatives or employees.

4th. TENANT AGREES: To give Owner prompt notice of fire, accident, damage or dangerous or defective condition.

5th. TENANT AGREES: The said Owner and the Owner's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours and upon reasonable prior notice for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof; provided that such repairs shall not interfere with Tenant's operations on the premises unless and to the extent necessitated by emergency.

6th. TENANT AGREES: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Owner to reenter the said premises, and the same to have again, repossess and enjoy.

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7th. TENANT AGREES: That it is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, the Owner may, if the Owner so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five working days notice in writing of the Owners intention so to do, and this lease and the term hereof, shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant, addressed to the offices of the Village of Brockport.

8th. TENANT AGREES: That the failure of the Owner to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated except by writing signed by both parties.

9th. TENANT AGREES: To contract for, in its own name, and shall pay for gas and electrical service.

10th. TENANT AGREES: At its own cost and expense to use the demised premises in such manner as shall conform to all the orders, rules and regulations of any and all municipal, state and federal departments, boards, commissions and governmental agencies now existing or hereafter created. Notwithstanding the foregoing, Tenant shall not be responsible for any compliance involving asbestos, sprinklering or hazardous waste.

11th. TENANT AGREES: The LEASE shall be governed by and construed pursuant to the laws of the State of New York.

b. Station #4 – Capen Hose Company – rental contract for 2010

→ Deputy Mayor Martin moved, Mayor Castañeda seconded to approve the Station #4 – FF Capen Hose Company – rental contract for 2010

Discussion:

Trustee Hunsinger commented that he believes it is fairly unorthodox for a municipality to write the agreement when it is the tenant. He said he would have preferred that the Village and Capen Hose Company would have mutually come up with an agreement beneficial to both. Mayor Castañeda responded that there was discussion between the two parties. Trustee Blair expressed continuing concern regarding the utilities, the cost, and the lack of resolution to an overbilling and refund issue. He said he was told a new meter was installed. Deputy Mayor Martin said he is unaware of a new meter, but confirmed that RG&E is doing a high bill investigation and the Village can expect a sizeable refund. Trustee Blair said \$20,000 in annual utility bills is of great concern. Deputy Mayor Martin said there is a credit of \$4,000. Trustee Hunsinger said it appears that from November 2008 – June 2009 the Village has paid \$15,000 to RG&E (gas). Compare that with \$2,666.67 for Clarkson Station #2. That same period was \$1,991.92 for National Grid (electric) for Station #4 and \$1,215.19 for Station #2. He said a Capen member attributes the \$700 electric difference between Stations #2 and #4 to lighting of the memorial monument.

Trustee Legg read the following prepared statement:

The Capen Hose Company's relationship with the village provides a textbook illustration of why Brockport's in such financial straights. First off, I'm sure that many villagers believe that village owns the Capen Hose Company. We don't. The Capen Hose Company is an independent entity, a vendor that leases to Brockport the most exclusive real estate in the entire village. For a long time village taxpayers have paid to park a fire truck there, with rent and related expenses totaling over \$2,000 per month, even though no formal agreement for doing so has been in place recently.

The village board hasn't had to act to continue this arrangement in years, because money for it has been included in the fire department's budget. So instead of considering it on a periodic basis and voting thumbs up or thumbs down to continue being the Capens' tenant, for the most part this arrangement has been known only to a handful of people. I found out about it while reviewing the fire department's budget back in June. Recently, our deputy mayor called this a "gentlemen's agreement." I call it hiding an exorbitant expense from the public eye. The bay at the Capen Hose Company is Brockport's most expensive parking space. It will have cost taxpayers over \$26,000 to house a piece of fire equipment there this year, alone: \$4,000 for rent and \$22,000 for utilities. Here's the kicker. There's space to park that same piece of fire equipment a half mile away at the firehouse on Market Street.

This wouldn't cost taxpayers a penny.

This begs the question: Why don't we move the truck? Well, here are some of the answers I've received in response to that question.

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We need a truck south of the railroad tracks. Why? I can only imagine that this would be relevant in some situation where the railroad became impassible. But the entire railroad? At Park Avenue, and Main Street, and Utica Street and Kenyon Street and Owens Road? This is absurd especially when you consider that the longest train to run on those rails these days is the Santa Train, which has five cars and two engines. Besides, there are plenty of communities that have one fire station that sits on one side of a railroad or the other.

I've also heard that moving that truck would adversely affect Brockport's PPC. PPC stands for public protection class. It's a rating on a 1-10 scale used by insurance underwriters to describe a fire department's capacity to be effective. When I put this question to the fire chief, though, he told me he wasn't familiar with that term. "Not sure what you mean by PPC," he wrote to me on September 15. Moreover, while PPC does take into consideration the dispersion of equipment, all of Brockport's engines are collocated within about a 2-mile radius right in the center of their service area: much of the Town of Clarkson and all of Sweden, inclusive of Brockport. This area is over 100 square miles. You think having a single piece of fire equipment a half mile from most of the other equipment makes a difference in this department's ability to do its job? That's ridiculous.

These next two misguided rationales for paying to keep a truck there came in a single email, sent September 1. The email states: "If we take the truck out of Capen's [sic] we'll save 4k but in the long run we'll have to fund the museum [sic] and not be able to park the truck. It makes more sense to me to pay the 4k to park the truck which helps fund the museum [sic] then to have to pay for the museum [sic] and not house the truck. Deb Hoy stated they are having a hard time with expenses." The email is signed: "□ Mayor Castaneda."

Villagers may not know it, but there is a firefighting museum at the Capen Hose Company. Begging the mayor's pardon, but no: Brockport's taxpayers absolutely do not have to fund the Capens' museum, nor should they. While the village board has donated money to different groups through the years, this contract asks taxpayers to cover another organization's operational overhead. This is wrong. Brockport is not a benefactor. And if this whole arrangement is really about paying to store fire department artifacts somewhere, then why isn't that mentioned in the contract in front of me tonight? Better yet: why can't we find some other place to put that stuff, one that doesn't cost \$26 grand a year?

Now it's too bad if the Capen Hose Company is in rough shape financially. But a lot of organizations, businesses, and families are having a hard time making ends meet. Be that as it may, perhaps instead of advocating that taxpayers throw some cash at the Capens, Connie ought to be more concerned with another institution that's not doing too well these days: the Village of Brockport.

It's also been said that the Capen Hose Company is a good staging area. No. It's not. In fact, it's probably the worst staging area in the village. That's because it's located at the most congested intersection in Brockport, according to the New York State Department of Transportation, which studied traffic flow earlier this year to prepare for Main Street reconstruction.

I've heard this next excuse from fire department officers and elected officials, alike. They say that the village only pays 22% of the cost. That's because 78% of the fire department's funding comes from Clarkson and Sweden through their fire protection contracts. The implication here is that if we pay to keep a truck at the Capen Hose Company, most of the money we'll waste will be other people's money, not money from Brockport taxpayers, and that makes it okay.

Nothing about this contract is okay.

Look, the village board will face many tough financial decisions over the next few months. But this isn't one of them. Members of this board have talked about the need to consolidate and to cut unnecessary expenditures. At the end of the day there's no good reason to soak taxpayers for \$26,000 annually to keep a fire truck at the Capen Hose Company. And we ought to move it.

As reported in today's Democrat & Chronicle, my philosophy on management is pretty straightforward: let the best ideas win. Right now, it would be a great idea for us to stop blowing \$26,000 a year to park a truck.

I will leave my colleagues with one final thought about this motion. \$26,000 isn't really a huge sum of money, but it's about as much as we budgeted this year for shade trees, our historian, our village's museum, and celebrations, combined. It's also more than most of the village's part-time workers earn in

a year. So to some extent our votes on this matter will indicate what each of us values. Certainly there is no guarantee in terms of what tomorrow holds for any village worker or program. However, spending \$26,000 to preserve a piece of the fire department's past for yet another year will only make it harder for us to ensure that our part-timers have a future with this village. We'll know how my colleagues feel about it a few moments, but to me, people are more important than Brockport's most expensive parking space.

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Deputy Mayor Martin withdrew his motion to approve as the Board does not have accurate information regarding utilities. Mayor Castañeda concurred.

Deputy Mayor Martin said he will follow up with RG&E regarding the utilities issue.

Trustee Hunsinger said he will contact members of the Capen Hose Company to talk about a rental agreement that would be mutually beneficial to both parties.

c. Emergency Services Dispatcher Contract – Walker Fire District – contract for 2010

→ Trustee Blair moved that effective March 10th, 2010 the Brockport Fire Department local dispatch located at 38 Market Street in the Village of Brockport be eliminated and turned over to Monroe County Emergency Communications.

This would eliminate the need for a contract to provide dispatch services to Walker Fire District.

Mayor Castañeda said the issue at hand is the proposed contract with Walker Fire District.

→ Mayor Castañeda moved, Deputy Mayor Martin seconded, to approve the Walker Fire District Dispatch services contract for 2010

Call to Question:

In favor: Mayor Castañeda and Deputy Mayor Martin

Opposed: Trustees Blair, Hunsinger, Legg

Motion fails 3/2. Contract NOT approved.

d. Clarkson Fire Protection District Contract for 2010

→ Trustee Legg moved, Trustee Hunsinger seconded, unanimously carried 5/0 to approve the Clarkson Fire Protection District contract for 2010 as follows:

**VILLAGE OF BROCKPORT
CLARKSON FIRE PROTECTION DISTRICT CONTRACT
FOR THE YEAR JANUARY 1, 2010 THROUGH DECEMBER 31, 2010**

THIS AGREEMENT made, in triplicate, the ____ day of _____, 2009, by and between:

The incorporated **VILLAGE OF BROCKPORT**, a municipal corporation in the County of Monroe and State of New York, by and through its Board of Trustees; party of the first part; and

The Town Board of the Town of Clarkson, acting for the **CLARKSON FIRE PROTECTION DISTRICT**, a fire district located in the Town of Clarkson, Monroe County, New York, party of the second part; and

The **BROCKPORT FIRE DEPARTMENT**, party of the third part.

The CLARKSON FIRE PROTECTION DISTRICT embraces the following described premises:

The entire Town of Clarkson *excepting*: Lots 7, 8, 9, 10, 11, 12 and 13 of Section 15; Lots 6 and 12 of Section 18; and all lots comprising Section 19; or those portions of the Town of Clarkson lying within the bounds of the Walker Fire District and the Parma Fire District, respectively.

WITNESSETH:

1) In consideration of the covenants and agreements hereinafter set forth to be performed by the part of the party of the first part; and said party of the first part to furnish fire protection within the said fire

protection district and will cause its fire department to respond to fire alarms or calls from persons within such fire protection district; and will in response to such calls or alarms from residents or persons of said fire protection district cause the necessary fire fighting apparatus, as determined by the fire chief as set down in department standard operating procedure [S.O.P.], to render the proper aid depending upon the circumstances, with a sufficient number of fire fighters to be supplied by third party to properly operate such apparatus to proceed to the scene of such fire and to do all that is needful and proper to assist in extinguishing such fire within such fire protection district, including the call for aid from other **VILLAGE OF BROCKPORT** fire fighting apparatus and members, and such assistance as may be

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deemed necessary by the chief, under the mutual aid system of the Counties of Monroe, Orleans and Genesee for the consideration hereinafter set forth.

2) It is further mutually covenanted and agreed that the **VILLAGE OF BROCKPORT** shall furnish ambulance service to said fire protection district through the **BROCKPORT FIRE DEPARTMENT AMBULANCE CORPS of the VILLAGE OF BROCKPORT** under the terms and conditions of an ambulance service agreement entered into between the district and the village dated January 1962, the only change being that the charge therefore shall be included in the consideration hereinafter set forth.

3) It is further mutually covenanted and agreed that upon the request of the Town Clerk of the **TOWN OF CLARKSON** and/or the Village Clerk of the **VILLAGE OF BROCKPORT** an accounting of expenditures and revenues of the immediate past year of the **BROCKPORT FIRE DEPARTMENT** shall be provided; said accounting to be available on or before August 1 of each successive year.

4) The party of the second part shall pay to the party of the first part the sum of TWO HUNDRED AND SIXTY-TWO THOUSAND AND FIFTY-SIX AND 00/100 DOLLARS (262,056.00) in four (4) equal installments of \$65,514.00 each, due on February 15, 2010, May 15, 2010, August 15, 2010, and November 15, 2010.

(a). In the event that this contract is renewed as provided in paragraph "11" below, the parties agree to negotiate a sum payable for each successive year on or before August 1 of the then-current year, and the sum payable and the amount of each installment shall be adjusted accordingly. If the parties are unable to re-negotiate a sum payable on or before August 1 of any year, the sum payable by the party of the second part for the next calendar year, and the amount of each installment, shall be the amount to be paid during the then-current year, increased or decreased to account for inflation as measured by the Consumer Price Index.

(b). In the event that the sums actually spent by the **BROCKPORT FIRE DEPARTMENT** in any calendar year are less than the sums budgeted for it in that year, the party of the first part covenants and agrees that the party of the second part's proportionate share of such surplus, as measured by its proportionate share of the total Fire Department expenditures allocated to it in that year's budget, shall be transferred to the "Fire Department Equipment Replacement Reserve" by means of a budgetary transfer in the **VILLAGE OF BROCKPORT'S** budget next due.

(c). In the event that the sums actually spent by the **BROCKPORT FIRE DEPARTMENT** in any calendar year are greater than the sums budgeted for it in that year's budget, the part of the second part covenants and agrees that it will pay its proportionate share of such deficit, as measured by its proportionate share of the total Fire Department expenditures allocated to it in that year's budget. Such payments will be added to the party of the second part's payments otherwise coming due in the calendar year following the year in which the deficit occurred.

5) The party of the second part covenants and agrees that the Board of the **TOWN OF CLARKSON**, pursuant to Section 184 of the Town Law of the State of New York, shall pay amounts due under this contract after fire protection district taxes are collected and paid over by the collector of the **TOWN OF CLARKSON** to the Supervisor of the **TOWN OF CLARKSON**; and that said Supervisor will pay the amounts due under the contract to the Treasurer of the **VILLAGE OF BROCKPORT**.

6) All moneys to be paid under this contract shall be a charge upon the **CLARKSON FIRE PROTECTION DISTRICT** to be assessed and levied upon the taxable property in said district and collected with the town taxes.

7) It is hereby covenanted and agreed that neither the party of the first part nor any of the individual members of the Board of Trustees; nor officers of said party of the first part nor members or officers of its fire department hereto shall be liable under this agreement for any damages for failure to furnish fire protection pursuant to this agreement, or for failure to furnish fire apparatus or a sufficient number of firefighters, or for failure to do anything needful or proper in attending any fire or extinguishing the same pursuant to this agreement; nor shall the party of the first part or said board or any of said officers be liable for damages in any manner due to carelessness or negligence in failing to respond to any fire calls, or failing to attend any fires or for any acts of failure to do any acts in, under and pursuant to this agreement.

8) It is further expressly mutually covenanted and agreed that in no event whatever shall any member of the Town Board of the **TOWN OF CLARKSON** be held individually or personally liable under this contract or, in any way, be deemed to be a party hereto individually.

9) The party of the first part and the party of the third part shall be responsible for any loss or damage to fire or ambulance apparatus sustained in answering calls.

10) It is further mutually covenanted and agreed that all of the Laws of the State of New York, relating to **MINUTES OF VILLAGE BOARD MEETING HELD December 7, 2009 continued.....page 10**

this contract, and the Volunteer Firemen's Benefit Law of the State of New York, relating to liability for the payment of injured volunteer firefighters or the representatives of deceased fire fighters are applicable hereto.

11) This contract shall be for a term commencing January 1, 2010 for the calendar year 2010, and shall be deemed renewed on the same basis each calendar year thereafter for a further full calendar year, subject to adjustment in price as set forth elsewhere herein, unless terminated as provided in Subdivision 4 of Section 184 of the Town Law, the term of said contract to expire in any event on the 31st day of December 2014.

IN WITNESS WHEREOF the said party of the first part has caused this contract to be signed by the Mayor of the **VILLAGE OF BROCKPORT**; and the official seal of the **VILLAGE OF BROCKPORT** to be hereunto *affixed*; the party of the second part has caused this contract to be signed by the members of the Town Board of the **TOWN OF CLARKSON**; and the official seal of the **TOWN OF CLARKSON** to be hereunto affixed; and the party of the third part has signed by authorization of its Board of Trustees.

e. Sweden Fire Protection District Contract for 2010

→ Deputy Mayor Martin moved, Trustee Hunsinger seconded, unanimously carried 5/0 to approve the Sweden Fire Protection District contract for 2010 as follows:

**VILLAGE OF BROCKPORT
SWEDEN FIRE PROTECTION DISTRICT CONTRACT
FOR THE YEAR JANUARY 1, 2010 THROUGH DECEMBER 31, 2010**

THIS AGREEMENT, made in triplicate, the _____ day of _____ 2009 by and between:

The incorporated **VILLAGE OF BROCKPORT**, a municipal corporation in the County of Monroe and State of New York, by and through its Board of Trustees, party of the first part, and

The Town Board of the Town of Sweden, acting for the **SWEDEN FIRE PROTECTION DISTRICT**, a fire district located in the Town of Sweden, New York, party of the second part; and the **BROCKPORT FIRE DEPARTMENT** party of the third part.

The SWEDEN FIRE PROTECTION DISTRICT embraces the following described premises:

The entire Town of Sweden, excluding the incorporated Village of Brockport.

WITNESSETH:

1) In consideration of the covenants and agreements hereinafter set forth to be performed by the part of the party of the first part; and said party of the first part to furnish fire protection within the said fire protection district and will cause its fire department to respond to fire alarms or calls from persons within such fire protection district; and will in response to such calls or alarms from residents or persons of said fire protection district cause the necessary fire fighting apparatus, as determined by the fire chief as set down in department standard operating procedure [S.O.P.], to render the proper aid depending upon the circumstances, with a sufficient number of fire fighters to be supplied by third party to properly operate such apparatus to proceed to the scene of such fire and to do all that is needful and proper to assist in extinguishing such fire within such fire protection district, including the call for aid from other **VILLAGE OF BROCKPORT** firefighting apparatus and members, and such assistance as may be deemed necessary by the chief, under the mutual aid system of the Counties of Monroe, Orleans and Genesee for the consideration hereinafter set forth.

2) It is further mutually covenanted and agreed that the **VILLAGE OF BROCKPORT** shall furnish ambulance service to said fire protection district through the **BROCKPORT FIRE DEPARTMENT AMBULANCE CORPS** of the **VILLAGE OF BROCKPORT** under the terms and conditions of an

ambulance service agreement entered into between the district and the village dated January 1962, the only change being that the charge therefore shall be included in the consideration hereinafter set forth.

3) It is further mutually covenanted and agreed that upon the request of the Town Clerk of the **TOWN OF SWEDEN** and/or the Village Clerk of the **VILLAGE OF BROCKPORT** an accounting of expenditures and revenues of the immediate past year of the **BROCKPORT FIRE DEPARTMENT** shall be provided; said accounting to be available on or before August 1 of each successive year.

4. The party of the second part shall pay to the party of the first part the sum of THREE HUNDRED AND FOUR THOUSAND AND EIGHTY-SEVEN AND NO/100 DOLLARS (\$304,087.00) in four (4)

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equal installments of \$76,021.75 each, due on February 15, 2010, May 15, 2010, August 15, 2010, and November 15, 2010.

(a). In the event that this contract is renewed as provided in paragraph "11" below, the parties agree to negotiate a sum payable for each successive year on or before August 1 of the then-current year, and the sum payable and the amount of each installment shall be adjusted accordingly. If the parties are unable to re-negotiate a sum payable on or before August 1 of any year, the sum payable by the party of the second part for the next calendar year, and the amount of each installment, shall be the amount to be paid during the then-current year, increased or decreased to account for inflation as measured by the Consumer Price Index.

(b). In the event that the sums actually spent by the **BROCKPORT FIRE DEPARTMENT** in any calendar year are less than the sums budgeted for it in that year, the party of the first part covenants and agrees that the party of the second part's proportionate share of such surplus, as measured by its proportionate share of the total Fire Department expenditures allocated to it in that year's budget, shall be transferred to the "Fire Department Equipment Replacement Reserve" by means of a budgetary transfer in the **VILLAGE OF BROCKPORT'S** budget next due.

(c). In the event that the sums actually spent by the **BROCKPORT FIRE DEPARTMENT** in any calendar year are greater than the sums budgeted for it in that annual budget, the party of the second part covenants and agrees that it will pay its proportionate share of such deficit, as measured by its proportionate share of the total Fire Department expenditures allocated to it in that year's budget. Such payments will be added to the party of the second part's payments otherwise coming due in the calendar year following the year in which the deficit occurred.

5) The party of the second part covenants and agrees that the Town Board of the **TOWN OF SWEDEN**, pursuant to Section 184 of the Town Law of the State of New York, shall pay amounts due under this contract after fire protection district taxes are collected and paid over by the collector of the **TOWN OF SWEDEN** to the Supervisor of the **TOWN OF SWEDEN**; and that said Supervisor will pay the amounts due under the contract to the Treasurer of the **VILLAGE OF BROCKPORT**.

6) All moneys to be paid under this contract shall be a charge upon the **SWEDEN FIRE PROTECTION DISTRICT** to be assessed and levied upon the taxable property in said district and collected with the town taxes.

7) It is hereby covenanted and agreed that neither the party of the first part nor any of the individual members of the Board of Trustees; nor officers of said party of the first part nor members or officers of its fire department hereto shall be liable under this agreement for any damages for failure to furnish fire protection pursuant to this agreement, or for failure to furnish fire apparatus or a sufficient number of firefighters, or for failure to do anything needful or proper in attending any fire or extinguishing the same pursuant to this agreement; nor shall the party of the first part or said board or any of said officers be liable for damages in any manner due to carelessness or negligence in failing to respond to any fire calls, or failing to attend any fires or for any acts of failure to do any acts in, under and pursuant to this agreement.

8) It is further expressly mutually covenanted and agreed that in no event whatever shall any member of the Town Board of the **TOWN OF SWEDEN** be held individually or personally liable under this contract or, in any way, be deemed to be a party hereto individually.

9) The party of the first part and the party of the third part shall be responsible for any loss or damage to fire or ambulance apparatus sustained in answering calls.

10) It is further mutually covenanted and agreed that all of the Laws of the State of New York, relating to this contract, and the Volunteer Firemen's Benefit Law of the State of New York, relating to liability for the payment of injured volunteer firefighters or the representatives of deceased fire fighters are

applicable hereto.

11) This contract shall be for a term commencing January 1, 2010 for the calendar year 2010, and shall be deemed renewed on the same basis each calendar year thereafter for a further full calendar year, subject to adjustment in price as set forth elsewhere herein, unless terminated as provided in Subdivision 4 of Section 184 of the Town Law, the term of said contract to expire in any event on the 31st day of December 2014.

IN WITNESS WHEREOF the said party of the first part has caused this contract to be signed by the Mayor of the **VILLAGE OF BROCKPORT**; and the official seal of the **VILLAGE OF BROCKPORT** to be hereunto *affixed*; the party of the second part has caused this contract to be signed by the members of the Town Board of the **TOWN OF SWEDEN**; and the official seal of the **TOWN OF SWEDEN** to be hereunto affixed; and the party of the third part has caused this contract to be signed by its duly elected **MINUTES OF VILLAGE BOARD MEETING HELD December 7, 2009 continued.....page 12**

chief.

4. Fire Protection Contracts – annual budget accounting and reconciliation – Mayor Castañeda referred to correspondence dated December 4th as follows:

“Please be advised that this firm has been engaged by the Towns of Clarkson and Sweden to represent them with regard to their respective Fire Protection Contracts (the “Contracts”) with the Village of Brockport (the “Village”).

As you are aware, the Towns’ respective Contracts explicitly provide for an annual accounting of expenditures and revenue of each immediate, past year of the Brockport Fire Department, and, in furtherance of this obligation, the parties’ longstanding course of conduct has been to provide a reconciliation of deficit or surplus funds back to the Towns on an annual basis.

Since 2003, despite proper requests by the Towns of Clarkson and Sweden for such accounting and reconciliation, the Village has failed and/or refused to provide such an accounting, or to provide the required reconciliation of deficit or surplus funds to the Towns from the annual Brockport Fire Department budget. Based on the Towns’ and Village’s records, there is the amount of \$48,269.52 which remains due and owing to the Town of Clarkson, and the amount of \$62,879.28 which remains due and owing to the Town of Sweden, representing the total amount of \$143,233.00 which should have been returned to them as restitution/carryover credits from surplus funds.

Consequently, the Towns are hereby demanding that the Village make full payment to the Towns for the abovementioned amounts by December 18, 2009. Failing the Towns’ receipt of payment, or an agreement to the mutual satisfaction of the Towns, the Towns are prepared to enforce their rights to the fullest extent permitted by law, including the commencement of legal action.

Very truly yours,

David K. Hou

Boylan, Brown, Code, Vigdor & Wilson, LLP”

For the purposes of clarification, Clerk Morelli referred to the statement of proper requests having been made. The Village Clerk serves as Records Access Officer and to her knowledge, no FOIL requests were submitted to her from 2003 – 2009 until just a couple of months ago and that the Town Supervisors may have asked the Village Mayor(s) informally over their monthly breakfasts. Whether that verbal request was made of the Treasurer(s) is unknown. There were changes in Mayor in 2001, 2005 and 2009 and in Treasurer in 2004 and 2009. Had a proper request been made of the Clerk as Records Access Officer, she would have obtained the requested information from the Treasurer and responded within 5 days as required by the Freedom of Information Law. Mayor Castañeda thanked Clerk Morelli for that clarification.

Mayor Castañeda reminded the Board that she proposed a resolution to the matter at the October 15th meeting and has yet to hear any other solutions to the matter.

→ Mayor Castañeda moved, Deputy Mayor Martin seconded:

Resolved, that the Village Board hereby approves an expenditure in the amount of \$143,266 representing Fire Department operational surpluses for contract years 2003 through 2008, such expenditure to be paid over a (3) year period in the amount of \$47,755 per year and,

Further Resolved, that such expenditure shall be included in the annual budgets as a transfer to the Fire Department Truck Replacement Capital Reserve (#22), which sum shall be in addition to transfers

to the Fire Department Truck Replacement Capital Reserve #22) approved as part of the annual Contract for providing fire service to the Towns of Sweden and Clarkson.

Discussion:

Trustee Hunsinger noted that the letter indicates wanting payment by December 18th, but the Mayor's motion indicates payment over 3 years. Mayor Castañeda said the Supervisors had previously been agreeable to a 3 year or 5 year payment. She said her October 19th motion was for 5 years. This is for 3 years.

Call to Question:

In favor: Mayor Castañeda, Deputy Mayor Martin

Opposed: Trustees Blair, Hunsinger, Legg

Motion fails 3/2.

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Mayor Castañeda commented that she is disappointed as she believes this would have been the right thing to do and that the Village risks future intermunicipal agreements with its neighbors.

B. Deputy Mayor Christopher R. Martin

C. Trustee Kent R. Blair

1. Trustee Blair read the following statement into the record:

“As it has been stated for many months, the village is having financial problems and we on this board are tasked with making difficult decisions that may not be so popular. In fact to set the stage I was not elected to be popular, I was elected to do what is right for the entire village and adjoining towns.

The time has come to get various things completed that will make a direct impact on the village finances and its residents.

Over the past few months the mayor has sent requests to department heads and liaisons to cut costs. Trustee Hunsinger and I have met with the fire department numerous times to review costs and operations of the department. We certainly set the stage of the importance of making budgetary cuts in hopes that we could make these decisions collectively. Most recently at our last meeting the one item that was brought up was the loss of the cleaner at the fire department at the cost of \$10k per year.

As we were elected to serve the people, we are presented with a situation that needs much more.

Over the past couple of months I began research to look at the plus and minuses of our location fire dispatch services. During this research Scott Hunsinger and I met with director John Merklinger from the Monroe County 911 office to review what is offered to the village free of charge. This meeting productivity was cut short because of a violation of the open meeting law by Deputy Mayor Martin. This required 1 trustee to leave the meeting, so Scott Hunsinger left to stay compliant with the law. Also to point out Clarkson and Sweden were invited to this meet to review dispatch and neither attended.

The amount of money that is placed in the fire service contracts for dispatch is not accurate. The actual cost to operate local dispatch is roughly \$141k annually and not the \$120k that has been used over the years. It is also worth pointing out that the village contributes 22% of the fire department budget and this board is also responsible for the other 78% of Sweden and Clarkson's portion.

The question was this – if for some reason someone is in need of emergency help and calls 911, is the ambulance and/or fire trucks going to get to them in the exact same timeframe if not sooner? The answer is YES!

Would a citizen in Brockport's fire protection area know that someone from our county's accredited 911 center would be assisting them instead of someone sitting in Brockport at a cost to all taxpayers in this protection area? The answer is NO?

The question was brought up by the fire chief's that the dispatchers perform various reports that keep Brockport up-to-date on the state computer system and other reports. If dispatch was eliminated who would perform these tasks? During our research it was noticed that we employ 2 people in a supervisory role to oversee the scheduling and operations of the EMT's that work for the village. It was also noted that as of 2 weeks ago we have only spent 55% of the funds for these positions. With this being said, we have more than enough money in this budget line to employ someone to prepare these reports for the fire department and ambulance crews.

Another concern that is easily corrected is the monitoring of the simplex alarm system at SUNY Brockport. This system will need to be re-routed to the 911 system. According to John Merklinger, this is an easy task. The Greece Ridge fire department recently moved 81 simplex alarm systems over to 911 this year.

With all of this being said and to do what is right for the village residence by cutting cost, I make the following motion.

→ Trustee Blair moved, Trustee Legg seconded that effective March 10th, 2010 the Brockport Fire Department local dispatch located at 38 Market Street in the Village of Brockport be eliminated and turned over to Monroe County Emergency Communications.

Discussion:

Trustee Hunsinger said he is saddened, but has to agree that elimination of local dispatch is the best course.

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Deputy Mayor Martin said it is premature to make this decision. He said comments have been made about a meeting he wasn't supposed to be at, but that he was invited to. He said he has an intimate knowledge as a 34 year member of the Fire Department, a Brockport dispatcher since 2000 and with 911 since 1999. He recently resigned from the Fire Department and dispatch so that he could vote on related matters and share his expertise. He reminded the Board that the paid EMS crews are not 24/7 and that Greece Ridge who gave up dispatch still pays \$60,000 for staff to process reports. Dispatchers are the eyes and ears for emergency responders – a safety net they depend on. Yes, the Village needs to be fiscally responsible, but it needs to responsibly serve the community. He expressed concern that no one bothered to contact the DPW Superintendent as to how the elimination of dispatch would affect DPW. 911 typically does not dispatch public works issues – water problems, sewer problems, plowing needs, utility stakeout notifications, or make emergency notifies to DPW Superintendent as to fires that may draw large amounts of water. Local dispatch serves many functions. However, it appears that the Fire Department is a target for some Board members. Fire Department volunteers come out 24/7 to protect the community. Yet they even get a \$22 cable television bill sent back to the Fire Department – payment rejected.

Mayor Castañeda said she is pleased the Board is looking at cost saving opportunities, but questioned the savings to the Village by eliminating dispatch.

Trustee Blair said the Village's portion of dispatch costs \$33,000 this year.

Mayor Castañeda said that amount totals the \$15,000 the Board recently approved to fill the part time clerk vacancy at the Police Department and the \$15,000 to maintain an Assistant Code Enforcement Officer. It's really a wash. The Village hasn't saved. She said if the Board were serious above saving money, it would put politics aside and look at all departments equally. She reminded the Board that the DPW Water Foreman position remains vacant and would have been helpful particularly with the Main Street water/sewer project. Mayor Castañeda said she believes decision on dispatch is premature, that it wasn't even on the agenda for consideration, and that the DPW Superintendent and the Towns of Sweden and Clarkson should have an opportunity to weigh in.

Trustee Blair shared that the Towns of Sweden and Clarkson were invited to send representatives to the meeting, and failed to do so. Further, the Village thoroughly researched the issue of eliminating local dispatch in 2003-2004. The outstanding issues can be addressed. He said he is not the Board liaison to DPW, but to the Fire Department.

Call to Question:

In favor: Trustees Blair, Hunsinger, Legg

Opposed: Mayor Castañeda, Deputy Mayor Martin

Motion passes 3/2.

Pool Car

→ Trustee Blair moved, Trustee Legg seconded that effective immediately the pool car located at the Capen Hose Company be reassigned to the Code Enforcement Officer Scott Zarnstorff for use by Assistant Code Enforcement Officer Larry Vaughn and moved to the Brockport Police Department or Code Enforcement Office.

Discussion:

Deputy Mayor Martin said the pool car is currently located in a heated indoor bay and that Assistant Code Enforcement Officer Vaughn has unlimited use of it. He questioned the need for the motion.

Trustee Blair said that the pool car would no longer be available for Fire Department volunteers to run errands or go to classes. Deputy Mayor Martin said the car is used by volunteers to car pool to required training in order to provide service (free) to the community. Trustee Legg said volunteers would be eligible for mileage reimbursement upon submittal. Deputy Mayor Martin said many of them would be embarrassed to do so. Trustee Blair said he used his car and gas when he was a volunteer.

Call to Question:

In favor: Trustees Blair, Hunsinger, Legg

Opposed: Mayor Castañeda, Deputy Mayor Martin

Motion passes 3/2.

Fuel usage report

I have requested 3 times from DPW superintendent Harry Donahue a complete fuel usage report per vehicle for 1 year. I have yet to receive this information after these requests.

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D. Trustee Scott W. Hunsinger

1. Garcia Trial – Trustee Hunsinger shared that he attended one day of the Frank Garcia trial with Chief Varrenti and got to meet the families of the victims of this tragic event of February 14, 2009 and it had a profound effect on him. F. Garcia still needed to be tried in Monroe County regardless of having been tried and convicted in Ontario County. His thoughts and condolences go out to the families.

E. Trustee Hal S. Legg

1. Consideration of 2010 Seymour Library budget proposal –

→ Trustee Legg moved, Trustee Hunsinger seconded, to keep the Village's share of Library funding flat at \$177,100 for 2010.

Discussion:

Trustee Legg commented that this comprises 3.3% of the Village's total budget and the second lowest per capita contribution in Monroe County.

Mayor Castañeda reminded Trustee Legg of the upcoming tri-municipal meeting with the Library and asked if funding decision should be tabled until after that. Trustee Legg said he spoke with Library Board President Davignon last week and the Towns have already made their funding decisions at 3% and 6% increases. The Library's fiscal year begins January 1st. They had requested a decision by October and the Village has sat on it for a while.

Mayor Castañeda said whatever level the Village funds at, since it would be less, is probably what the Towns will have to match since it is a tri-municipal library.

Trustee Blair said it is his understanding that the Library Director and Board wish to discuss at the tri-municipal meeting the possibility of changing that funding model and creating a library district, as the current model is not optimal. Trustee Legg said flat funding will definitely mean some cuts in services, as health care and commodities costs drive their costs just like municipalities. The current tri-municipal agreement does not favor the Village as it is based on population, using a 10 year old census. The Village funds at 41%.

Mayor Castañeda questioned what would be left if the Fire Department goes to district and the Library goes to district. Several in the audience said Police and DPW.

Call to Question:

In favor: Trustees Blair, Hunsinger, Legg

Opposed: Mayor Castañeda, Deputy Mayor Martin

Motion passes 3/2.

2. Consideration of amendments to village vehicle usage policy -

→ Trustee Legg moved, Trustee Blair seconded, to adopt the vehicle usage policy as previously presented and amended with an 8th bullet point per recommendation of Fire Department leadership.

Discussion:

Deputy Mayor Martin suggested an additional amendment to allow the spouse and children of the

Village official to be allowed in the vehicle.

Mayor Castañeda asked if Chief Varrenti had reviewed the proposed policy. Trustee Legg said yes. All Department Heads have been given the opportunity to review and comment.

→ Trustee Legg withdrew his motion to approve to give Deputy Mayor Martin an opportunity to write up his proposed amendment for consideration at the next meeting.

3. Tree City USA - Trustee Legg shared that the Village's Tree City USA status has been renewed thanks to the Tree Board and DPW.
4. Water – Trustee Legg commented that he believes the Village should investigate more fully the possibility of becoming a retail customer of the Monroe County Water Authority and that a committee should be formed that consists of the DPW Superintendent, and 2 Village Board members – 1 being the Mayor. He suggests this as an action item for the Mayor. However, if she wishes, he will take the lead on pursuing.

Deputy Mayor Martin questioned the benefit to being a retail customer. Trustee Legg said this means the MCWA would take over and the Village would cease to supply, service, and bill for water. Most other municipalities have done so. Deputy Mayor Martin said the Board recently

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voted 3/2 to raise water rates 26%. Water provides a \$400,000 revenue stream. Trustee Legg said the water fund lost \$105,000. It's time to take a hard look at this.

Mayor Castañeda said this is not a new consideration. It has been brought up before, even by her. She said it might have made more sense to have turned water over to MCWA prior to the \$2 million Main Street water/sewer main project.

5. Fire Department Site Survey – Trustee Legg referred to the site survey proposal recently approved and suggested that a committee oversee it.
6. Trustee Legg read the following prepared statement into the record:

“On September 16, Sweden and Clarkson delivered to the village a letter detailing the towns' wishes with regard to the disposition of some previous fire protection contracts. As has been pointed out already in discussion about it, this matter eventually may be litigated. So at this time I'm not going to discuss the nuts and bolts of my own personal point of view, except to say that my thinking is not completely aligned with that of the towns and our mayor, who seem to agree.

However, my general understanding of our situation is this: after reviewing documentation pertaining to previous contracts, some of which are several years old, the people and parties involved don't share a common position, specifically with regard to the notion of the village giving money to the towns. I don't conclude from this that the leaders—past and present—of Sweden, Clarkson or the village were or are bad neighbors. Instead, I think this is merely an instance of people drawing different conclusions from the information in front of them. On this one point, we just disagree.

Having said that, there are many other points on which I'm confident the elected officials from all three municipalities do agree, at least for the most part. For example, towns requested a fire department site survey. We approved it. The towns asked that expenses for local fire and ambulance dispatch be redistributed. We're looking into moving to county-based 911. Finally, the towns suggested that future fire protection contracts ought to describe how departmental budget surpluses and deficits will be handled. No member of the village board has rejected this idea.

Perhaps more important than the money involved here, I think that Brockport might be losing sight of a much larger picture, here: our fire department, which for many villagers has been like a community within our community, is in a transitional period that continues to be extremely challenging for this entire organization.

Some members of this board have been examining several fire department practices that for years have represented the status quo. The elimination of local dispatch, which will have cost taxpayers over \$100,000 this year, is just the tip of the iceberg.

In August the wife of a fire department officer came before the village board to voice her displeasure that some trustees had taken an interest in learning how a village fire truck had been used in her wedding. This was, according to her, a longstanding custom within the department. The counterpoint is that having a village fire truck in one's wedding violates the village's vehicle use policy and code of ethics. It unfairly and irresponsibly exposes taxpayers—who foot the bill when the village is liable—to

an unnecessary risk without benefit to them.

The fire department leadership rekindled my interest in this in October by adopting an internal standard operating procedure that included guidelines for members' use of fire trucks in their weddings. While I empathize to a degree with those who see some of this as tradition falling, or rather being pushed, to the wayside, a departmental procedure that's at odds with village policy is counterproductive. When it comes to the use of village equipment, there's simply no reason to hold firefighters to a different standard than the one that applies to all other village personnel.

I believe the perception of me in some quarters as against the fire department persists in part because of my stance on this non-issue, and also because of my willingness to consider eliminating local dispatch, my opposition to paying more than \$26,000 per year for parking at the Capen Hose Company, my lack of conviction that sending a delegation of fire fighters to a conference in Indianapolis each year is beneficial to the village, and my questioning of the number of chiefs' vehicles on the road, among other things.

Yet one of the first vouchers I signed after taking office was for the purchase of a \$436,000 fire truck. More than once I have suggested to the fire chief that he request more money for particular purchases. And I wrote into the village's revised vehicle use policy—approved tonight—the statements affirming the use of fire trucks at certain funerals as appropriate.

I have taken these actions for the same reason that at times I have disagreed with the fire department's leadership: in each case, I think it's been the right thing to do in my role as a steward of the village's
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resources, money or otherwise. That is what my job here demands, and I continue trying to accommodate those who portray my advocacy for the municipality as muckraking that pits the village against the fire department. Fact is, the fire department is subordinate to the village, and the whole shebang is funded by taxpayers. I cast my 1 vote in 5 in service to them.

With that, we've come full circle, back to fire protection. Without being unduly critical of our mayor, the thing that troubles me the most is that Connie hasn't mentioned how paying the towns or forcing the village to allocate a boatload of money for years to come into the fire department budget's vehicle replacement line will benefit Brockport's taxpayers. She's said how neighborly the towns are to her. Yet nothing Connie's said would indicate that she's thought about the interests of her more than 8,000 neighbors right here in the village.

What makes me most nervous here isn't that I don't happen to agree with Connie: there's nothing new about that. What makes me most nervous is that Connie, in establishing and defending either plan, hasn't said what's in it for the rest of us.

Moreover, she's spent an awful of lot of time on this, obviously at the expense of other village business. Think about it: if Connie's so determined to squeeze another \$100,000 plus out of taxpayers, then wouldn't you think she'd be interested in finding ways to lessen the blow of such a big, unforeseen expenditure? Sadly, there's no evidence that it's even crossed her mind.

For example, way back in June, then mayor Wexler asked Trustee Hunsinger and me to look at the fire department's budget. We did, and afterwards we suggested to Connie that the village ought to have a written contract to park a fire truck at Station #2 in Clarkson. It's taken Connie more than 4 months to produce this, a simple rental agreement. And those fire protection contracts we voted on tonight?

They're all well and good, but the towns appropriated fire protection funds to their 2010 budgets already. And they used the amounts in the 2008 contracts because Connie hadn't gotten around to presenting them with these new contracts.

Will the towns act on these new contracts? Who knows? Probably not Connie, who at least as of Friday hadn't shared them with the town boards yet, which is odd because she's spent so much time telling the rest of the board what the towns want from us.

Here's another example. Last month I reported that it was time for my efforts to secure funding for our Main Street reconstruction to give way to appeals to elected state officials. As I said then, communication like this ought to come from the mayor's office. I offered my help in getting this going. Remember, this will cost about \$2.4 million and affect the village budget for 30 years. If there's a single project with a greater impact, I don't know what it is. Yet the mayor hasn't contacted me to talk about this.

Here's another example. At the village board's August 17 meeting, I suggested that an ad hoc committee be formed to pursue Brownfield designation for the former Kleen Brite site. Connie opposed the idea, remarking that she'd prefer to do it, herself. I relented. Today, we're no further along on this item than we were this past summer. And as a special bonus, the new owners of the 100 Fair Street

property haven't paid their taxes.

Also on August 17, I suggested that the mayor be a member of a group to consider the continued viability of our local emergency services dispatch. By late October, Connie hadn't convened a gathering to pursue this, so I mentioned to the fire department liaisons that they ought to take it on, which they have.

In fact, I presented on August 17 no fewer than four major areas of focus and eight other ideas to begin addressing Brockport's financial woes. Since then, Connie's almost literally had nothing to say about any of them, either publicly or to me, privately.

For instance, when the board discussed water rates at our last meeting, other than asking about the college's water use and paying employees out of the water fund, Connie didn't contribute to the conversation. Remember: the water fund costs the village about \$1 million a year, and it lost more than \$100,000 last year. At that rate of loss, you can count on your fingers how many years before the well runs dry.

Connie simply voted against making the water fund solvent without too much further comment. And how about Connie's motion to contribute \$150,000 to the Seymour Library's 2010 budget? She couldn't answer the most basic question about how she arrived at such a figure. Nor had she spoken with anyone at the library about the budget. Being unknowledgeable and unprepared didn't get in the way of her deciding that cutting the library's budget by 15% would be the best idea.

Here's another example from the board's August 17 meeting. It was then that this board approved the police chief's new benefits agreement. Connie, despite having a draft of the agreement for nearly 2 **MINUTES OF VILLAGE BOARD MEETING HELD December 7, 2009 continued.....page 18**

weeks when the board acted on it, voted against it, saying that she wanted more time to review it. Mind you: the new benefits agreement is 4 pages long. It contains 10 provisions, half of which are nearly identical to those in the old benefits agreement. And during the time that the rest of the board did review

the agreement, Connie went to a two-day conference on local government leadership at taxpayers' expense. I'm not sure her attendance there has benefited Brockport. However, evidently she was so focused at that event that she couldn't take the time to look at the 4-page benefits agreement.

But wait, there's more. Last month, I privately approached the mayor to share some ideas about how best to tackle the upcoming Stetson Club contract negotiations. Now, I have actually been on successful labor negotiation teams, which, as far as I know, is more than the mayor can say. I approached her with the idea of finding some common ground and beginning to develop a position for the village to take.

Long story short: Connie shooed me out of the mayor's office, saying that she wasn't ready to think about the Stetson Club contract yet. Wasn't ready? Really? How could Connie, who seemingly can't talk enough about our budget woes, be unprepared to have a conversation about the largest collection of expenses in the village's budget? And how, after telling me she wasn't ready to talk about the Stetson Club contract, could Connie suggest at the village board's last meeting that the existence of the entire department ought to be put out for a referendum?

So, recapping the mayor's progress on Brockport's most important issues:

On the issue of funding our three-quarters-of-a-million-dollar fire department: Connie's spent months on contracts while the board waits. In fact, she's dragged her heels on this for so long that Sweden used the fire department's 2008 budget when the town board appropriated funding for 2010. They had to: Connie gave them no new contract to consider; and the town's fiscal year begins January 1.

On the issue of our \$2.4 million Main Street reconstruction: Connie did nothing to secure funding for this project as deputy mayor; she's doing nothing to secure funding for it as mayor.

On the water fund, which again cost more than \$1 million dollars and lost nearly over \$100,000 last year: Connie voted against adjusting rates, a measure supported by the DPW superintendent and treasurer.

On the former Kleen Brite site: Connie's reported once or twice that she was going to meet with an official from the department of state to talk about this; and 100 Fair and 200 State Street remain eye sores.

On the Seymour Library, which accounted for 3.3% of the village's budget last year: Connie decided without so much as a conversation with any member of the library board that a 15% cut in funding would be fine.

On continuation of the police chief's benefits agreement, which already has saved Brockport more than \$220,000 over the past 8 years: Connie said she didn't have enough time to review all 4 pages of it the same week we paid for her to go get trained in municipal leadership.

On the Stetson Club contract, which will have cost over \$1 million this year: Connie wasn't ready to talk about this with me last month; but she was ready to suggest publicly that Brockport ought to consider getting rid of the police.

On the CSEA contract, which will have cost upwards of \$700,000 this year: Connie plans to put off negotiating with the CSEA and the Stetson Club, too, by the way, until the new year. That will give her about two-and-a-half months to settle both contracts before presenting her tentative budget to the board, which, by law, she must do by March 20. That's a really short timeframe for a gal who's had more than 4 months to produce a simple rental agreement to park a fire truck at Station #2 in Clarkson.

So here we are. Nearly a half-year into office, Connie's accomplished virtually nothing. And it's not because any of us have opposed her efforts. It's because Connie attempts so little work; and what she does bring to the board, like her (first) Seymour Library budget proposal, is so off the cuff that it's not worth considering.

I couldn't tell you how Connie's spent the past 5 months, but it hasn't been working on the fire department's affairs, or Main Street funding, or stabilizing the water fund, or cleaning up the former Kleen Brite, or communicating with the Seymour Library board, or understanding the police chief's benefits agreement, or establishing any position for union contract negotiations.

Instead, I read a few weeks ago that Connie wants to impanel a special workgroup to assess services and help make decisions about what's vital and what's not. Well, it may be news to the mayor, but that workgroup already exists, and Connie presides over it. It's called the Village of Brockport Board of Trustees.

Let me spell this out: an early projection predicts that Brockport will be \$931,000 away from an appropriate cash position by the end of the current fiscal year. Connie has responded to this by proposing that we form a committee to study what to do about it. If that's not passing the buck, or in this **MINUTES OF VILLAGE BOARD MEETING HELD December 7, 2009 continued.....page 19**

case, upward of a million bucks, then I don't know what is.

So to the handful of people who routinely come before this board to lecture us about the need to work together, I cite the mayor's idea to sidestep any real review of village priorities as further evidence that she'd rather not work with me. Because, remember: I also offered to give input on the police union contract, and to help with a request for member item funding for Main Street. Moreover, the mayor's laundry list of undone village work makes the point that for me to work with someone, that someone must actually be doing work.

Finally, in today's Democrat & Chronicle Connie is credited with saying that the village overspent its budget by \$500,000 in each of the last 5 years. This is not even close to being true. For Connie to make such a statement after all her rhetoric, after going on 5 years as a member of this board, and after the board's attempts to get her up to speed, is inexcusable. I gather from this that Connie doesn't understand village finances or she makes no bones about wildly distorting them. Whether she's ignorant or misleading, this is troubling for all of us.

I'm quoted in today's D&C as saying that the success of the village rests on the quality of its leadership. Sadly, based on how many tasks have collected dust on the mayor's desk these past few months, I'm kind of resigned to the idea that a fairly aggressive legislative agenda will need to move forward with the simple blessing of a board majority. Fact is, that's how the work of this village has been accomplished since Connie took office."

Mayor Castañeda said she did not wish to waste her breath defending any of those accusations. She did wish, however, to point out that the Board did not take any action to cancel out the old Fire agreements with the Towns. Further, the numbers are what they are and speak for themselves. She recommended the Board better acquaint themselves with the B.P. Donegan Municipal Finance report that indicates overspending by \$500,000 each of the last 5 years and the Treasurer's memo of August 17th indicating a \$1.2 million shortfall in the general fund. She expressed disappointment that she tries to call for special workshop meetings regarding finances and the Board refuses to come.

PUBLIC COMMENT:

Daniel Kuhn asked Mayor Castañeda if, given the turnout this evening, she would consider allowing a second public comment session. Mayor Castañeda agreed.

1. Daniel Kuhn of Utica Street – asked the Board to move to bring to a referendum the dissolution of the Brockport Police Department. Let the voters decide.

2. Joan Hamlin of Park Avenue – noted that the 2010 fire service contracts with Sweden and Clarkson were approved this evening prior to the elimination of dispatch and questioned how that would affect them. Deputy Mayor Martin said while it will affect the budget numbers, it will not affect the actual contract language.
3. Lisa Saeva of Havenwood Drive – questioned how many Village vehicles are driven by Village employees/officials, particularly for personal use and why insurance, gas, and maintenance is covered by the Village. Said she doesn't understand why several Village vehicles go home with those employees/officials. Trustee Blair responded that 7 vehicles currently go home: Police Chief, 3 Fire Chiefs, Code Enforcement Officer, DPW Superintendent, DPW Foreman. They have been considered on call 24/7. Other audience members questioned this and wondered why they are allowed for personal use and if mileage is kept track of.

L. Saeva also questioned if there is a problem with the Board meeting. Mayor Castañeda said the Board holds 2 regularly scheduled meetings per month. It used to also hold 1 workshop meeting per month, but those were eliminated. Further, amendment of the Board's policy now requires that a quorum (3) of the Board agree to even call for a special meeting. She has been unable to get a quorum to agree to special meetings. She said she will, however, open the meetings she has with the financial consultants, to the public – whether the Trustees come or not. Mayor Castañeda expressed concern that a quorum (3) of the Board may be meeting separately. If so, that would be a violation of the open meetings law.

Trustee Legg commented that the Board held 2 special meetings within 4 days not long ago and that there is nothing stopping any Board member from bringing matters before the Board at the 2 scheduled meetings per month. There's no reason to wait for "special" meetings.

4. John Hauck of Carolin Drive – commented that he has watched Village Board meetings on television and wonders if the Board realizes how ridiculous they all are. The Village is in big trouble and even the thought of raising Village taxes 25% is crazy.

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5. Tony Perry – commented that 3 Board members took shots tonight at the Fire Department, the DPW, the Towns of Sweden and Clarkson and are undermining the foundation of the Village. One Board member gave a pompous 15 minute critique of the Mayor and used her first name throughout to disrespect the position. The finger pointing is pathetic and it is clear the Board is not working together.
6. Lisa Saeva – commented that there are obviously underlying issues, agendas and bad feelings among Board members and suggested the Board have an outside mediator, maybe from SUNY, come in and help them learn to work together as a team. By running for office, they indicated they cared about the Village. They need to work together and solve the Village's problems.
7. Chuck Switzer of South Avenue – commented that this is the first Village Board meeting he has attended in quite some time and that he is disappointed in Trustee Legg's partisan dissertation, but that he has some great ideas. He encouraged the Board work together, put partisan politics aside and solve the problems of the Village's crisis. The Board has a fiduciary responsibility.

Trustee Hunsinger indicated that if a special meeting is called for and he can be there, he will be. Mayor Castañeda encouraged the Board to meet with the Treasurer, to look at all services and reduce wherever possible. There will be difficult decisions. Stop pointing fingers or trying to blame her. This is a 5-member Board.

8. Linda Borraro of Utica Street – commented that the Police Department is the most expensive service. It is the white elephant in the room and yet not one Trustee has spoken of it this evening. It is time for a referendum on the police department.

Trustee Hunsinger commented that he spoke at the last meeting of \$7,000 in cuts made from the Police Department and that 93% of the Police Department budget is controlled by Union contract.

ADJOURNMENT:

- ➔ Deputy Mayor Martin moved, Trustee Blair seconded, unanimously carried 5/0 that the meeting be adjourned at 9:15pm.
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Leslie Ann Morelli, Village Clerk