



REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF WATKINS GLEN HELD TUESDAY, DECEMBER 1, 2020

PLEDGE OF ALLEGIANCE

The public session of the meeting was called to order at 6:00 pm by Mayor Luke Leszyk. Present were Mayor Luke Leszyk, Deputy Mayor Louie Perazzini, Trustee Nan Woodworth, Trustee Bob Carson, Superintendent Terry Wilcox, Village Clerk Lonnie Childs, and Treasurer Rhonda Slater. Also present were Sergeant Ethan Mosher, Code Enforcement Officer Darrin Stocum, Electric Supervisor Minard LaFever and Water Supervisor Martin Pierce. Absent was Trustee Laurie DeNardo. The meeting was held via ZOOM online video conferencing in compliance with COVID Executive Order 202.1. There were approximately six other persons in attendance.

PUBLIC BE HEARD

There were no comments from the public.

APPROVAL OF MINUTES

Minutes for Regular Meeting November 17, 2020

Deputy Mayor Louie Perazzini made the motion to approve the minutes for the Regular Board of Trustees meeting held on November 17, 2020. Trustee Bob Carson seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

DEPARTMENT REPORTS

Trustee Nan Woodworth made the motion to approve the department heads reports. Deputy Mayor Louie Perazzini seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

VOTING ITEMS

Intermunicipal Agreement with Schuyler County – Shared Services Receptionist

Trustee Bob Carson made the motion to approve the following intermunicipal agreement with Schuyler County. Trustee Nan Woodworth seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

THIS AGREEMENT, effective as of the 1 day of January, 2020, is made by and between *the County of Schuyler* hereinafter called “the County,” and *the Village of Watkins Glen*, hereinafter called “the Village,” both being municipal corporations of the State of New York, located within the geographic boundaries of the County of Schuyler (hereinafter collectively, “the parties”);

WHEREAS, this agreement is made pursuant to General Municipal Law, Article 5-G; and

WHEREAS, it is in the interest of the taxpayers of the parties to share resources, to wit, Shared Public Works Facility, Administrative Assistant, to insure efficiency and maximum benefits;

NOW, THEREFORE, it is agreed between the parties as follows:

1. **RESPONSIBILITY OF THE COUNTY:** Due to the adjustments of the job duties for a position held by the County’s Highway Department, Highway, the County’s Public Health Department and, in particular, its Watershed Agency, has created and filled a full time Administrative

Assistant position, and this position will be a shared receptionist position with the Village. The County's Public Health Department will invoice the Village for the expense of actual services of a full-time receptionist based on the cost incurred versus the time allocated.

2. **RESPONSIBILITY OF THE VILLAGE:** Payment for said expense, described in Par. 1, will be billed by and remitted to the County on an annual basis to reimburse the cost to the aforesaid Public Health Department and its Watershed Agency. The amount of this expense shall be based on the prorated services of a full-time receptionist based on the cost incurred versus the time allocated to each department, and may be revised by the County, depending on the cost of the Administrative Assistant position salary and benefits, on an annual basis.
3. **APPENDICES AND/OR EXHIBITS:** The following attachments are annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of this contract: NONE. N/A.
4. **RELATIONSHIP OF THE PARTIES.** The Administrative Assistant position, described in Par. 1, above shall remain, for all purposes, an employee of the County. For the purposes of this Intermunicipal Agreement each party shall have the status of an independent contractor as to the other, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the other by reason of this Agreement.
5. **WAIVERS OF INSURANCE.** It is determined that no substantial additional risk is occasioned when assisting other municipalities with receptionist services pursuant to this agreement. Therefore, additional liability insurance pursuant to this agreement is waived by each party.
6. **TERM/TERMINATION.** The agreement shall take effect January 1, 2020 and terminate on December 31, 2024. This agreement may be terminated upon thirty (30) days written notice to either party, upon default or material breach by either party. Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the parties, for approval by their respective legislative bodies in order to be effective.
7. **AMENDMENT OF PARTIES' EXISTING LEASE.** This intermunicipal agreement further hereby amends and supersedes that portion of the parties' existing "Amendment to Lease," executed by the parties on, respectively, April 20, 2010 and March 15, 2010, by deleting and superseding paragraph (b) of said amendment in all respects.
8. **SIGNATORIES.** By their signatures below, each signatory certifies and affirms that he or she has read the entire agreement (including any appendices and attachments hereto and described above) and has the legislative authority to bind their respective party to all terms and conditions (and all appendices and attachments) of the foregoing agreement.

[Intermunicipal Agreement with Schuyler County – Police Services](#)

Trustee Bob Carson made the motion to approve the following g intermunicipal agreement with Schuyler County. Deputy Mayor Louie Perazzini seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

The County of Schuyler, a Municipal Corporation of the State of New York, having principal offices at 105 Ninth St, Watkins Glen, NY 14891, o/b/o the Schuyler County Sherriff ("the County of Schuyler," "Schuyler County" or "the Sheriff"); and Village of Watkins Glen, a Municipal Corporation of the State of New York, having principal offices at 303 N Franklin St, Watkins Glen,

NY 14891,

RECITALS:

WHEREAS, in addition to any other general or special powers vested in municipal corporations and districts for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis;

NOW THEREFORE, the County of Schuyler, on behalf of the Schuyler County Sheriff's Department and the Village of Watkins Glen, on behalf of the Village of Watkins Glen Police Department, hereby agree as follows with the regard to police dispatch services:

1. The Schuyler County Sheriff's Department will receive all calls directed to the Village of Watkins Glen Police Department, both E-911 and other, and will communicate such calls to the responsible village officer in accordance with longstanding past practice. The County will make appropriate entries on the Incident Report system on behalf of the Village of Watkins Glen Police Department.
2. The Village of Watkins Glen will pay to the Schuyler County Sheriff's Department the sum of \$11,000 annually for such service. Payment shall be due upon the execution hereof by the Village.
3. Neither the County of Schuyler, the Schuyler County Sheriff, the Schuyler County Sheriff's Department, nor any officer or employee of the County of Schuyler shall be responsible for any consequence of or action taken by the Village of Watkins Glen, the Village of Watkins Glen Police Department or any officer or employee of the Village in response to calls dispatched under this agreement. The Village of Watkins Glen hereby agrees to save, hold harmless and indemnify the County, its officers and employees, from any claim or cause of action arising hereunder. Further, the County shall not be liable for communications failures due to acts of God or other circumstances beyond its control.

This agreement shall be effective 1/1/2021 – 12/31/2021 and shall be annually renewed thereafter unless either party shall give the other 30 days written notice of non-renewal.

[Post Lineworker Helper Position \(\\$21.60/hr.\)](#)

Deputy Mayor Louie Perazzini made the motion to approve the posting of the Lineworker Helper Position for the Electric Department. Trustee Nan Woodworth seconded the motion. The Board then voted on the motion to approve and all were in favor. Motion Carried.

[Motor Equipment Operator Hire](#)

Deputy Mayor Louie Perazzini made the motion to hire Michael Merrill as a motor equipment operator for the Streets Department at a rate of \$16.36/hr. Trustee Bob Carson seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

[Narcan Policy](#)

Deputy Mayor Louis Perazzini made the motion to approve the adoption of the following Narcan Policy for the Watkins Glen Police Department. Trustee Nan Woodworth seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

Objective: The purpose of this program is to reduce the number of fatal opioid overdoses resulting from acute overdoses of opioid drugs. With this program and policy, officers will be supplied an opioid

drug antagonist (Naloxone), also known as NARCAN, which is used to reverse the immediately life-threatening effects of an overdose when administered.

Policy: It shall be the policy of the Watkins Glen Police Department to respond quickly, safely, efficiently and professionally to all reported emergencies involving potential drug overdoses, actual or suspected, with the preservation of human life being the priority. Acting pursuant to section 3309 of the New York State Public Health Law, and title 10 (health), section 80.138 of New York Codes, Rules and Regulations all members shall now be in a position to administer the lifesaving opioid drug antagonist (Naloxone).

Details: NARCAN will be provided to the Watkins Glen Police Department at no charge from FLACRA, once all members are trained and a policy is put into effect. Ongoing training will be conducted within the agency by a New York State certified instructor. The initial training will be provided at no cost by Deputy Yessman with the Schuyler County Sheriff's Office. Sergeant Mosher will keep and ensure a current training curriculum, which meets the approval of the New York State Department of Public Health (NYSDOH).

Responder Training: Trainer Qualifications: any presenter of required training for members under this program must be currently certified or licensed in New York State as a basic or advanced Emergency Medical Technician, physician, physician assistant, nurse practitioner, or registered professional nurse. All trainers must be approved by the head of the department on an initial and continuing basis.

Initial Training: All members participating in this program shall receive a minimum of one hour of training, conducted by Deputy Yessman, and each member must successfully complete the training.

Refresher Training: All members must receive a minimum of one-hour refresher training every two years. Training can be done annually if needed, on a case-by-case basis on how many times a member uses the NARCAN in the field.

Response Kits: Each member under this program must carry while on duty, either in the patrol vehicle or on their person, an opioid response kit containing the NARCAN which will be provided by FLACRA.

Protection From Loss: Although NARCAN has no abuse potential, reasonable efforts must be taken to protect NARCAN from being diverted to unauthorized persons. Therefore, response kits shall be kept in a secure location when not in use. Any theft, destruction, or other loss of response kits must be reported to the head of the department immediately.

Quality Review: The head of the department will review each and every administration or attempted administration of NARCAN. The head of the department shall contact and/or follow up with the following, as needed; the transporting agency, hospital where transported, witnesses or caller.

Treatment Protocol: The following chart summarizes the treatment protocol in this program. This protocol is to be used for persons who have any combination of the following:

1. Are known or suspected to have taken opioid drugs or medication by any route (injected, swallowed, smoke, snorted, etc.), based on bystander reports, known prescription use, history of abuse, or the presence of drugs, packaging, paraphernalia, etc., near the person.
2. Are extremely sleepy, semi-conscious, or (if conscious) are mentally slow, confused, disoriented, or acting "intoxicated".
3. Are breathing slowly, shallowly, or not at all.
4. Have very small (pinpoint) pupils of their eyes, even in low light conditions.

CONFERENCE REQUESTS

NYCOM Planning and Zoning Webinars

Trustee Nan Woodworth made the motion to approve Stacy Gray, Roger Hugo and Sue Olevnik to attend the NYCOM Planning and Zoning Webinars at a cost of \$156/person for Stacy Gray and Roger Hugo and \$78 for Sue Olevnik. Trustee Bob Carson seconded the motion. The Board then voted on the motion to approve and all were in favor. Motion Carried.

MEUA First Year Apprentice Program – New Hire

Trustee Bob Carson made the motion to approve the new hire to attend the MEUA/NEPPA First Year Apprentice Program held at the Fairport Municipal Commission Operation Center in Fairport, NY scheduled between April and October 2021 at a cost of \$3,700 plus hotel accommodations. Deputy Mayor Louie Perazzini seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

OSC Virtual Accounting School

Deputy Mayor Louie Perazzini made the motion to approve Keyboard Specialist Jennifer Schoffner to attend the OSC virtual accounting school classes being held January 12-14, 2021 and February 2-3, 2021 at a cost of \$85/session. Trustee Bob Carson seconded the motion. The Board then voted on the motion to approve and all were in favor. Motion Carried.

AUDIT

General Audit

Trustee Nan Woodworth made the motion to approve the regular audit dated November 30, 2020 and the two special audits in the following amounts:

General	\$27,606.25	Sewer	\$369.14
Electric	\$131,835.82	Water	\$4,392.12
Joint Activity (CVWRF)	\$6,445.51	LWRP #2	\$2,397.00

Deputy Mayor Louie Perazzini seconded the motion. The Board then voted on the motion to approve and all were in favor. Motion Carried.

Online Audit

Trustee Nan Woodworth made the motion to approve the online audit for the sales tax payment, EFC loan payment and the Greene County Commercial Bank BAN payment in the amount of \$1,309,021.39. Deputy Mayor Louie Perazzini seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

BOARD CONCERNS

DRI Project Grant Administration Services RFP Opening

The Village Clerk opened six sealed bids from perspective companies to provide grant administration services in conjunction with the Village's DRI projects for Lafayette Park upgrades, gateway signage and East Fourth Street improvements. The bids were as follows:

1. Municipal Solutions - \$135/hr. plus expenses with a not to exceed amount of \$9,500
2. MRB Group - \$31,250 for the first year of services
3. Strategic Development Specialists - \$2,500/month for the first year of services (totaling \$30,000/yr.)
4. Hunt Engineers – 483 hours of service at a cost of \$47,293
5. Thoma Development Consultants – up to \$51,000 based on actual hours of service for three years, with a rough cost for the first year of \$20,000
6. Ostranders Consulting – hourly rate of \$90 for the first person and \$125/hr. for the second person, with a total project cost of \$195,600

The bids will be reviewed and a recommendation will be made at a later date.

[Municipal Building Garage Demolition](#)

The Board discussed the possible demolition of the municipal building garage in order to expand the parking area and to make room for a new generator. The Superintendent will obtain quotes for the demolition and report back to the Board.

[Zoning Advisory Committee Survey](#)

Code Enforcement Officer Darrin Stocum updated the Board on the Zoning Advisory Committee's plan to put out a survey for Village residents in an attempt to obtain residential input on the updating of the Zoning law. The link to the survey will be on the Village website and the Village's Facebook page.

[Police Department Survey](#)

Schuyler County Planning Director Kristin VanHorn will be assisting the Watkins Glen Police Department in creating a survey in compliance with the Governor's New York State Police Reform and Reinvention Collaborative Program. There will be a link on the Village website and Village Facebook page once the survey is available.

[EXECUTIVE SESSION](#)

Deputy Mayor Louie Perazzini made the motion to exit public session and enter executive session at 6:37 pm to discuss a personnel retirement benefits matter. Trustee Bob Carson seconded the motion. The Board then voted on the motion to approve and all were in favor. Motion Carried.

[ADJOURN](#)

With no further business to come before the Board, Trustee Nan Woodworth made the motion to adjourn at 7:03 pm. Deputy Mayor Louie Perazzini seconded the motion. The Board then voted on the motion and all were in favor. Motion Carried.

Meeting Adjourned.

Respectively Submitted,

Rhonda E Slater