

**PROCEEDINGS OF A REGULAR MEETING
OF THE VILLAGE BOARD OF TRUSTEES**

Thursday, April 8, 2021 at 5:30 PM

Present:

Mayor: Alysa Plummer
Renee Stetzer
Dan Keating
Justin Leitgeb

Village Attorney: Jeff Turner

Recording Secretary: Dorothea M. Ciccarelli

CALL TO ORDER

Motion by Mayor Plummer, and seconded by Trustee Keating, to call the meeting to order.

Vote: Plummer – yes; Keating – yes; Stetzer – yes Leitgeb– yes. *Motion Carries.*

CONFLICTS OF INTEREST DISCLOSURE

The Trustees indicated that they do not have any conflicts of interest to disclose.

Mayor Plummer made opening statements: “I officially became your Mayor at noon this past Monday and I really would like to thank everyone who works for the Village for making me feel so very welcome. I’m honored to be working with such capable staff and also our hard-working DPW crew. They all care as much about this Village, frankly as we the elected officials do. And certainly, as elected officials, we’re here to conduct business on behalf of our residents and the business community, and we’re here to serve them. We’re here to serve the residents and this community. So, bearing that in mind, we bring our A game to our meetings, and we don’t bring our personal agendas. And we must set a tone that encourages open discussion, healthy debate, and deliberation that always includes civility and respect for each other. And we must do our very best to address matters before us expeditiously. And we must seek positive resolutions on these issues. So just briefly, and in closing. I’m very much looking forward to working with everybody and my colleagues. Thank you.

MONROE COUNTY ENERGY CONTRACTS

Attorney Turner explained that the Monroe County Energy Contracts are a means by which the Village Board determines how to purchase energy for the village, how the energy is shared, where it comes from, and other mechanics as to how the Village is powered. The last signed agreement was in 2007. The agreement came up for renewal in 2015 and was approved to be signed but was never actually signed and sent to Monroe County. The Village Clerk believes that the County did not catch this mistake as they were transferring from a paper agreement system to a computer agreement system at the time. The Village currently has the potential to receive 100% renewable energy at a rate that is lower than what was provided by RG&E.

Attorney Turner brought up two uncertainties regarding the agreement; the first being that it must be determined with the Village Treasurer if the Village is able to get a better rate as a municipality rather than allowing individual residents to sign up for the program, in which case the ESA may not yield a better price. The second uncertainty is if the Village were to enter into the ESA would it impact the Village’s ability to use that power rather than the energy supplied by the agreement.

Attorney Turner spoke with Sue Hughes Smith from Rocricity, and she did not cite concerns as there is a 30-day cancelation notice in the agreement that either party may utilize if needed. Attorney Turner further explained that he is not concerned and if an issue eventually arises it is possible to terminate the electric portion of the agreement.

Attorney Turner referenced paragraph 14 of the agreement which states that filing a Notice of Claim against the Village would be waived and that he is unsure why that is needed. Further explained that the ability to file a Notice of Claim protects the Village as a municipality and should not be waived.

Mayor Plummer asked what action must be taken to move forward. Attorney Turner explained that the Board must have a resolution approving the agreement, subject to any modifications that the Board of Trustees or Village Attorney deems fit.

Trustee Leitgeb pointed out that in addition to the points raised by Attorney Turner, the effective date in the agreement (at item 12) must be updated and the mayor's name is misspelled in several places in the agreement. The Village Clerk explained that the date was kept as the vendor is attempting to keep the Village on track with the other municipalities involved in the 5-year renewal. Attorney Turner stated that he will review and determine the correct dates.

Motion by Trustee Keating, and seconded by Trustee Stetzer, to approve the Resolution for the Inter-Municipal Co-Operative Purchasing agreement (as follows), subject to changes and conditions as determined by the Village Board and Village Attorney.

Vote: Plummer – yes; Keating – yes; Stetzer – yes Leitgeb– yes. *Motion Carries.*

INTERMUNICIPAL CO-OPERATIVE PURCHASING AGREEMENT

Pursuant to Article 5-G of the New York State General Municipal Law

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between Monroe County, a Municipal Corporation, having its principal office at the Monroe County Office Building, 39 West Main Street, Rochester, New York 14614 hereinafter referred to as "County" and the Village of Pittsford, a Municipal Corporation, having its principal office at 21 North Main Street, Pittsford, NY 14534, hereinafter referred to as "Municipality."

WITNESSETH

WHEREAS, both the County and the Municipality are municipal corporations as defined by Section 119-n of the New York State General Municipal Law; and

WHEREAS, both the County and the Municipality, wish to secure lower prices for electricity and/or natural gas purchases through aggregation of purchases in the open market; and

WHEREAS, the New York State Public Service Commission, through orders issued in Case 93-G-0932 has established rules for small customer aggregation services; and

WHEREAS, joint purchase of electricity and/or natural gas by the County and the Municipality will result in lower prices than would otherwise be available to either party; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to contract to perform together that which each municipal corporation is authorized to perform individually; and

WHEREAS, in view of the foregoing, the County and the Municipality deem it in their best interests to enter into this Agreement pursuant to Section 119-o of the General Municipal Law; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Agreement pursuant to Resolution No. 136 of 2000, adopted by the Monroe County Legislature on April 11, 2000; and **WHEREAS**, the Mayor of the Village of Pittsford is authorized to execute this Agreement pursuant to Resolution No. _____, adopted by the Village Trustee Board on _____.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall from time to time purchase electricity and/or natural gas for the supply to public facilities of the County and the Municipality, and identified on Schedule I hereto (which Schedule may be amended by the Municipality by providing notice to the County no later than thirty (30) days prior to the end of the County's supply contract for that commodity) and which facilities are located within the service areas of the Rochester Gas & Electric Corporation (hereinafter referred to as "RG&E" or "local distribution company") and/or National Grid (hereinafter referred to as "National Grid" or "local distribution company").

2. The County shall make such purchases by competitive bid consistent with New York State General Municipal Law, the Monroe County Charter and Monroe County Administrative Code and rules governing purchases made by the County.

3. Forty-five (45) days prior to advertising for bids, the County shall notify the Municipality or its agent for the purpose that such bids will be sought on a specified date, and request a nomination of the Municipality's electricity and/or natural gas needs for its governmental purposes to be included in the County bid as well as any anticipated change in load from the prior contract period. The Municipality or its agent for the purpose shall deliver its nominations of electricity and/or natural gas needs to the County no later than thirty (30) days prior to the date specified for advertisement for bids. The date upon which the County issues bids for supply is October 1 (for the contract period starting January 1) for natural gas. The County will also need electricity load by October 1 of each calendar year. The County will provide prior notice of any change to this schedule pursuant to Section 19 of the Intermunicipal Agreement.

4. The County shall include the Municipality's nomination of electricity and/or natural gas needs in its bid specifications, and in its awarded contracts for the purchase of electricity and/or natural gas. Awards for electricity and natural gas shall include the highest commercially available assurance on the part of the supplier with respect to availability and delivery.

5. The Municipality's natural gas requirements shall be delivered by the County's contract supplier at the local distribution company's city gate serving the Municipality.

6. The Municipality's electricity requirements shall be delivered by the County's contract supplier through the local distribution company's transmission and distribution system.

7. The local distribution company will continue to read the electricity and/or natural gas meters according to the local distribution company's then in effect normal practices. For any month in which a meter is not read, the local distribution company may, in the alternative, calculate monthly use based upon an estimate. The local distribution company will then assess charges to your account based upon the actually measured or estimated use and the county will use the local distribution company's reported use to calculate the Municipality's monthly charge for electricity and/or natural gas supply as provided in paragraph 8, *infra*. The Municipality will make its electricity and/or natural gas meters available for reading and inspection by the local distribution company.

8. The County may contract, by request for proposal, with an independent administrative services provider to manage the apportionment of electricity and/or natural gas costs to each participating municipal government. The cost of such contractual services shall be apportioned to the Municipality as the amount of electricity and/or natural gas delivered to the Municipality, natural gas adjusted for shrinkage and heat value, divided by the total of all such electricity and/or natural gas purchased by the County. As of May 1, 2015 the scope of services to be provided by the County or the County's contracted independent administrative services provider shall be:

a. *Energy Management and Procurement Services* - members will receive the necessary energy management and procurement services related to the accounts participating in the County's aggregation programs of monthly energy purchases including implementation of competitive bid processes to select energy suppliers and origination and execution of routine energy supply contract(s) between the County and the selected energy supplier(s).

b. *Monthly Billing and Savings Report* - members will receive monthly billing reports that summarize all utility accounts.

c. *Utility Bill Management Services* - all utility bills will be scanned into a utility bill management system that will ensure billing accuracy, and appropriateness of charges.

d. *Web-Based Information Services* - all members will have access to a web-based system that will provide data that may be used to create reports and track utility usage by facility. Copies of bills will also be accessible through the

system. Many of the features of the system are dependent upon the individual members providing building square footages and other related information to the County's contracted independent administrative services provider.

e. *Utility Bill Dispute Resolution Service* - All Members will receive support from the County's contracted administrative services provider in the event errors or inaccuracies are identified and need to be resolved with the utility company.

f. The County's contracted independent administrative services provider cannot allocate resources to provide budget projections or other operational analyses regarding a facility's consumption or recommended capital improvements as part of the base services provided to members of the Monroe County Aggregation Group.

9. Once each month, the County, through its contracted independent administrative services provider, will notify the Municipality that its bill is available for download, and the Municipality will pay the County, for its proportionate share of electricity and/or natural gas delivered by the County to the Municipality's facilities through the local distribution company delivery system. Bills will be based upon the Municipality's use of electricity and/or natural gas as metered by the local distribution company, and as adjusted for shrinkage and for value of heat by the contractual procurement administrator; plus the proportionate cost of the administrative services provided by the County's contracted independent administrative services provider; plus the actual amount billed by the local distribution company for local electricity transmission and/or natural gas transportation services to the Municipality's facilities as applicable. The County will provide to the Municipality, with each monthly bill, the information listed in Sections 8b and 8c above.

10. The Municipality will pay, or reimburse the County, if the County has paid, all Taxes applicable to the natural gas and/or electricity supply and/or deliver services. The parties will provide evidence of exemption from any Tax and cooperate in obtaining an exemption and minimizing any relevant Taxes. For purposes of this Agreement, "Taxes" means ad valorem, property, occupation, severance, production, extraction, first use, conservation, kWh or Btu or energy, gathering, transport, pipeline, utility, gross receipts, gross revenue, electricity or natural gas or oil import, privilege, sales, use, consumption, excise, lease, transaction, and other taxes and governmental charges, licenses, fees, permits and assessments.

11. The Municipality agrees to pay the County within thirty (30) days of the issue date of the monthly bill issued by the county. The County shall be entitled to charge, and the Municipality shall pay, a late payment charge of 1.5% of the Municipality's outstanding balance for each month or part thereof during which the Municipality's account is in arrears.

12. This agreement shall be effective as of **September 1, 2020**. Either party may terminate this Agreement upon thirty (30) days written notice to the other, except that notice of termination and termination will not relieve either party of its obligation to purchase, deliver or receive electricity and/or natural gas contracted under any current contract for electricity and/or natural gas purchase awarded pursuant to a nomination for its governmental use prior to termination of this Agreement. The Municipality may terminate this Agreement by responding to a notice under paragraph 3 of this Agreement from the County, requesting nominations for electricity and/or natural gas, by stating, at least thirty (30) days prior to County's advertisement for bids for electricity and/or natural gas, that the Municipality's electricity and/or natural gas nomination is zero (0). Accounts may only be removed at the end of the supplier contract terms. Pursuant to Section 119-o of the New York State General Municipal Law, unless extended or terminated, the term of this Agreement shall expire on **August 31, 2025**.

13. In the event that a contracted electricity and/or natural gas supplier fails to deliver any electricity and/or natural gas under its contract with the County, through no fault of the County, the County shall not be liable to the Municipality in any fashion. In the event that an electricity and/or natural gas supplier under contract with the County shall deliver less than the full amount of electricity and/or natural gas necessary to fulfill the nominations awarded under such contract, through no fault of the County, the County shall not be held in any manner liable to the Municipality, but shall cause the Municipality's proportional share of electricity and/or natural gas to be delivered to the Municipality from the amount of electricity and/or natural gas delivered by such contractor. However, nothing herein contained shall be deemed a waiver by the Municipality of any claim or cause of action it may have against a supplier or the local distribution company.

14. The County and the Municipality agree to waive any requirement for filing of notice of claim with respect to any action arising out of the performance of this contract.

15. In the event that the Municipality shall be thirty (30) or more days delinquent in payment for electricity and/or natural gas delivered or the local distribution company's delivery services billed by the County, the County may, upon thirty (30) days written notice to the Municipality and the local distribution company, terminate this Agreement and cease delivery of electricity and/or natural gas to the Municipality.

16. The County's Energy Supply Disclosure Statement is attached hereto and incorporated herein as if fully set forth in this place as Exhibit A. The terms of Exhibit A are supplemental to the agreement set out herein. Wherever the terms of Exhibit A are found to be contrary to or inconsistent with the terms of this Agreement, the terms of this Agreement will be deemed to prevail.

17. This agreement shall be executory only to the extent that funds are appropriated to and made available for the purposes hereof, and neither the County nor the Municipality shall be made liable beyond such sums as are so appropriated and made available.

18. Neither party hereto shall be liable for any failure to perform the terms of this contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this contract shall mean acts of God, strikes, civil disturbances, interruption by government or court orders, present and future valid orders or any regulatory body having proper jurisdiction, acts of public enemy, wars, riots, blockades, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breaking of transmission lines, breakage of freezing of pipelines, the make of repairs or alterations to transmissions lines or lines of pipe or plants, mechanical breakdown of either parties' facilities, the failure of any transmission line or pipeline or local distribution company to accept electricity or natural gas for delivery for any reason, partial or entire failure of electricity supply or natural gas supply or any other cause, whether the kind enumerated above or otherwise so long as the causes are not reasonably within the control of the party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with reasonable dispatch.

19. All required notices under this Agreement shall be directed as follows:

To the COUNTY:

Colleen D. Anderson, Manager
Purchasing and Central Services
Monroe County
200 County Office Building
39 West Main Street
Rochester, New York 14614
CAnderson@monroecounty.gov

To the MUNICIPALITY:

Alyssa Plummer, Mayor
Village of Pittsford
21 North Main Street
Pittsford, New York 14534

IN WITNESS WHEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE and Alyssa Plummer, Mayor of Village of Pittsford, hereto have executed this Agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

VILLAGE EMAIL ACCOUNTS (USAGE)

Trustee Keating cited concerns about the Village e-mail accounts and its functionality. Explained that the Village had switched over to a new e-mail platform recently and it has come to his attention that there is a usage quota for the new email accounts. Trustee Keating asked if the Village emails should have a quota at all and if so, what is the right way to archive past emails so that users do not need to delete emails to have more inbox space.

The Village Clerk explained that all Village emails incoming and outgoing are automatically archived. Suggested that if a Trustee would like to keep emails for their personal history that it would be easiest to download them and save them offline. The Village Clerk stated that she was not aware of the quota on the accounts and will discuss that with the IT company.

Trustee Keating asked if the emails could be setup in Outlook and if instructions could be sent on how to set it up through outlook and on mobile devices. The Village Clerk and the Village Deputy Clerk are working to create a guideline on how to set it up.

Mayor Plummer pointed out that the email switch was meant to be a temporary solution. The Village Clerk further explained that the switch occurred because Spectrum discontinued their email service and dropped their users and that at some point in the future it would be best to consider having our own exchange server or something comparable.

MOVING FROM GOTOMEETING TO ZOOM

Trustee Keating explained that the latest update of Zoom includes closed captioning which is a crucial tool for those who are hard of hearing. GoToMeeting does not have the function and currently there is no closed captioning available for the live meeting. Trustee Keating also noted that the hand raising, and “break-out room” features will be helpful features to utilize, but the closed captioning is the most important.

Trustee Leitgeb and Mayor Plummer voiced their support for the transition to Zoom.

Trustee Stetzer asked if closed captioning would help the Village Clerk in typing her minutes and also asked how long the Governor’s Executive Order is in effect. Stated that she believes the Order is through April 16th.

The Village Clerk explained that the virtual platform has been tremendous and that attendance to the meetings has been higher than they ever have been. Further explained that a hybrid format, holding the in-person meeting and streaming it online, would be the best way to move forward in an accessible way. Village Clerk also commented that the meeting room in the Village Hall will need to be set up in a way to receive the maximum number of meeting participants while still maintaining social distancing requirements.

Trustee Keating offered to assist office staff with assessment of Zoom vs. GoToMeeting and making the switch. Also suggested that the PZBA and HPB be brought in to comment upon the switch as well.

NEWSLETTERS (COMMUNICATIONS)

Board Members discuss Village wide communications such as the newsletter and the Village Facebook page. Trustee Keating stated that all communications coming from Village Hall should be information only, nothing political. Point people for social media oversight are the Village Clerk and the Village Deputy Clerk. Trustee Keating volunteered to assist on behalf of the Board. Mayor Plummer asked for the thoughts of the Board.

Trustee Leitgeb agreed that it is important to be communicative with the Village and that there is a great deal of information that the Village Office can share in a non-political way. Suggested that if the Board is appointing a member of the Board to do this that it would be helpful to determine how to prioritize what kind of postings are made and where to draw the line between informational and political postings.

Mayor Plummer stated that policy will be a topic of discussion and that the Board may look to the social media policies of the Town of Pittsford and other Villages in the area for reference.

Mayor Plummer asked the Village Clerk if there was already a social media policy in place. The Village Clerk confirmed that there was and that she will pass it along to Board members to review before the next meeting and if there are any changes that the Board would like to make to the policy it can be discussed and decided upon at that time.

Trustee Leitgeb asked for clarification if the social media policy says to appoint a representative of the Board is being chosen to determine what types of postings can be made to the Village pages on behalf of the Board. The

Village Clerk explained that the current social media policy was put together when the Village first decided to use Facebook. It is compiled of suggestions for best practices from NYCOM and other municipalities. At the time that the social media policy was adopted the Board had only decided that a Village employee would be responsible for posting to the website/social media pages. It was then left to the discretion of the Village Clerk to post herself or appoint a person to do so. The Village Clerk suggested that if the Board would like to designate someone outside of the Village Office that the policy be amended to say so.

With regard to the newsletter, Trustee Keating proposed that Board members propose what they would like to see on the newsletter in the Board meetings. Drafts can be written up by the Trustee making the suggestion or Trustee Keating will write it up in the meeting before the Board and copies sent to Board members for approval prior to posting.

Trustee Leitgeb asked for clarification whether the suggestion is to review and edit the newsletter content in the meetings or if it is to review and edit the content via Google Docs or another like format. Also asked if the Google Docs method is chosen, does that violate Open Meetings Law requirements.

Trustee Keating answered that his proposal is to circulate a document via email as a working document that can be edited. Board members are allowed to send working documents to each other via their Trustee email accounts and Board members emails are subject to FOIL.

The Village Clerk agreed that sending a working document between Board members is not in violation of the Open Meetings Law. A violation occurs when 3 or more Board members are physically or virtually present in a room together and are discussing Village related topics.

Trustee Stetzer asked if the newsletter will be sent via the same platform used by the previous Mayor (Constant Contact) and also asked how often the newsletter will be sent out.

Mayor Plummer answered that a monthly newsletter would be appropriate and other items that must be disseminated in a time sensitive way can be done so through bulletins. Stated that she believed the frequency of the newsletter was traditionally every month and that in the past there have been quarterly mailed newsletters. Mayor Plummer also stated that she has used Constant Contact and is happy with the platform but open to moving to another at the preference of the Board. Mayor Plummer suggested that mailings should still be done for residents who are not as proficient with technology.

Several Trustees decide to discuss content for the newsletter offline.

BANNERS – MONROE COUNTRY CLUB GOLF TOURNAMENT

Trustee Keating explained that the Monroe County Golf Club (MGC) will be hosting a professional Junior's tournament in July and that he was approached and asked if banners advertising the tournament could be displayed in the Village. Also asked if an advertisement for the tournament could be placed in the Village newsletter. Trustee Keating referred that person to the Village Office and asked who the point person would be for this request.

The Village Clerk answered that in the past, entities requesting permission to advertise on the Village poles was subject to the Board's approval. Further explained that she would refer this to the Village Attorney and stated that the MGC would likely need a non-municipal use permit as well.

Trustee Stetzer stated that the DPW would be needed in order to install and remove the signage. The Village Clerk agreed

The Village Clerk stated that she would clarify with the Village Attorney to determine the proper procedure. In the meantime, the MGC may apply for a non-municipal use permit as available on the Village's website.

BUILDING SECURITY

The Village Clerk explained that due to so much changeover during the years, it is not possible to account for all of the keys to the Village Office that have been made and disseminated. Further explained that the last time the locks were re-keyed was at least 10-15 years ago. Stated that as a matter of security, the whole building should be re-keyed. The Village Clerk also mentioned that herself and the Mayor had discussed the possibility of “fobbing” two of the office doors so that if the meeting room is rented out in the off hours, the staff can give out key fobs which can be de-activated if not returned.

The Village Clerk also explained that the Board has been discussing installing cameras in the Village Office as well, which would be pointed at entry points and would provide a log of who enters and leaves the building. The DPW was highlighted as another area that could use camera surveillance.

The Village Clerk also mentioned lighting issues outside Village Hall and that she is working with the DPW to clean up the lights to see if they will be brighter or if new lights or lightbulbs should be installed.

MEMBER ITEMS

Trustee Leitgeb

Trustee Leitgeb commented that as stated by Mayor Plummer in the beginning of the meeting, the Board’s best work is the product of collaboration and he believes that it is important to also involve the public as much as possible. Stated that for this meeting in particular, he did not find out about it through the regular means as his Village email was down during his transition between Boards. Also mentioned that one of the Board members was missing. Trustee Leitgeb stated that he believes it is extremely important to have all Board Members present when discussing certain agenda items so that all voices are heard on the topic. Further stated that some topics should be tabled to Regular meetings and not discussed in special meetings as it will give the members and the public further notice time.

Trustee Stetzer

Trustee Stetzer asked in terms of the meeting agenda, what would be appropriate to put as an item under the main agenda and what is appropriate to put as a member item. She asked if Mayor Plummer could re-iterate what was discussed earlier.

Mayor Plummer explained that it is her understanding that member items are typically items of new business or commentary from the Trustees on issues. Member items should not be any issues that need deliberation by the Board. Member items may become agenda items if further discussion is needed. The Village Clerk agreed on this definition stating that member items are for issues that specific Board members feel like spearheading and representing.

Trustee Keating

Trustee Keating thanked the Village Clerk and the rest of the office staff for their assistance in the transition of Village administration.

Trustee Keating stated that Chris DiMarzo, the PCP developer from 75 Monroe had contacted him and asked if Mayor Plummer and Trustee Keating would meet with him. Trustee Keating further stated that he is making the Board aware of the request and is unsure where Mayor Plummer stands on the invitation.

Mayor Plummer answered that Chris DiMarzo had approached her for an informal meeting and that she would be happy to meet with him but will do so in a way that there is full disclosure regarding the meeting.

Trustee Stetzer asked if the meeting had a date and if so if the Village Attorney should be present or if this was a “listening tour”.

Mayor Plummer answered that she did not have a date or agenda and that Mr. DiMarzo was charged to work with the two other independent Village Boards on the 75 Monroe matter and that it was her understanding that they are proceeding. Stated that the email that she received was an informal and that she had no further data or agenda on her end.

Trustee Keating answered that the requested meeting between Mr. DiMarzo, Mayor Plummer and himself would be a listening tour and that he would notify the Village Attorney ahead of time to let them know.

Mayor Plummer stated that at this point, it is important to recognize that contact and a request for a meeting has been made and that any meeting held going forward will be conducted in a transparent and positive legal manner.

Trustee Leitgeb asked what the purpose of the meeting would be and stated that he would like to know if the developer will have their attorney present. Trustee Leitgeb further stated that the 75 Monroe issue is a complex situation in terms of litigation and that the HPB and PZBA are important parties to it. It is important that in the meeting that Board Members do not undercut anything they would state or decide as an independent Board.

Trustee Keating agreed and mentioned that at this point all of the litigation has been decided.

The Board opened the floor to public comment at this time:

PUBLIC COMMENT

Emily Diaz, 81 South Street – Hi, I just wanted to say welcome to the new Board members, and the new Mayor, and I think this was a very efficient meeting and I appreciate, um, I appreciate efficient meetings so thank you!

Chat comment by Maria was read by the Village Clerk: “...if one board member is having the ability to post, then I would think all should please.” (In reference to Facebook)

Trustee Keating stated that two members of the Board are trained Public Relations Professionals and they will be the starting point for information that may be posted to the Village website or Facebook.

Mayor Plummer agreed and stated that it is the intention of the Board to re-visit the policy.

Chat comment by Maria was read by the Village Clerk: “I look forward to seeing all trustees be able to attend meetings as much as possible.”

Tharaha Thavakumar, 3 Water Drive – “I just want to say that I also, Justin, learned about this via social media. A Facebook event that was posted, and I was wondering, and I kind of made this comment at the Town meeting last night as well, or a couple nights ago, is there a way that you guys could look into like text notification or something similar to that? Town of Perinton does that. They will text you when there’s a Board meeting with the agenda link, they’ll text you when like the Rec Center’s newsletter is out. Is there something that the Village could do, or in partner with the Town, just to send out more notifications in regard to these meetings so more people could attend? And also, I am hoping that, if and when the executive order is lifted, if you could still maybe do a hybrid version. Because being able to login at home, for some of us when we have kids running around and no one to watch them is actually a huge benefit. Because otherwise I really wouldn’t be able to attend some of these meetings. So, I think,

you know, just kind of, being inclusive is important. Not just with our words, but also our actions. So, you know, going to Zoom, having the closed captions, all of that is a huge plus.”

Mayor Plummer reiterated statements from earlier in the meeting that the Board was in favor of holding meetings in a hybrid style and that it was noted by the Village Clerk that attendance to the meetings has increased dramatically since moving to a virtual format.

Mayor Plummer also apologized for the short notice of the meeting as she did not have the Mayoral power to call a meeting until noon on Monday.

Motion by Mayor Plummer, and seconded by Trustee Stetzer, to adjourn the meeting.

Vote: Plummer – yes; Leitgeb – yes; Keating – yes; Stetzer – yes. *Motion Carries.*

Recording Secretary, Dorothea M. Ciccarelli