

REGULAR BOARD MEETING
Village of Mount Morris
June 9, 2026

The Regular Meeting of the Village Board of the Village of Mount Morris, County of Livingston, State of New York, was held at Village Hall, 117 Main Street, Mount Morris, New York, on May 26, 2026, at 6:30 PM

PRESENT:

Mayor Kelly Bacon
Trustee Mark Torcello
Trustee Kelly Richardson
Trustee Beth Shea
Trustee Tim Bryant
Clerk/Treasurer Lisa Torcello
Attorney Elijah McWhinney

ALSO PRESENT:

Superintendent of Public Works Chris Young, Code Officer Tim Dunham, Joshua Bacon, Tracy Kenney, Gretchen Saunders, Ann Hunt, Debbie Yencer, Tammy DiSalvo, Jen Young, Supervisor Dave DiSalvo, Joe Rawleigh and Kaylee Leone.

Mayor Bacon called the regular meeting to order at 6:30 PM and led the Pledge of Allegiance.

Mayor Bacon opened the meeting introducing Attorney McWhinney to review the IMA with the Town of Mount Morris for water/sewer lease. Attorney McWhinney stated that the Town's resolution on May 21, 2026 won't go into effect until 30 days since it passed which will be June 21, 2026 due to it being subject to permissive referendum. He advised waiting until that time period expires before taking official action regarding the agreement.

Attorney McWhinney has prepared an addendum for the agreement with the Town for court use and court officers addressing the telephone and wifi services and will get that emailed to Town attorney.

RESOLUTION 111.26

APPROVAL OF THE INTERMUNICIPAL AGREEMENT FOR SHARED COURT SERVICES BY VILLAGE OF MOUNT MORRIS AND TOWN OF MOUNT MORRIS

ADOPTED – AYE 5

On a motion from Trustee Torcello, second by Trustee Richardson:

Resolve to approve the intermunicipal agreement for shared court services by Village of Mount Morris and Town of Mount Morris

WITNESSETH:

WHEREAS, the Village of Mount Morris owns a parcel of real property located at 117 Main Street, Mount Morris, New York 14510 (SBL # 106.19-1-55), a portion of which is used as the courtroom for the Village Court of the Village of Mount Morris (hereinafter the “Courtroom” or “Premises”); and

WHEREAS, the Village and the Town currently have two (2) contracts for the use of shared courtroom services between the Village and Town; one agreement entitled “CONTRACT FOR COURT ROOM” pertains to the use of the Premises by the Town, and the other agreement entitled “CONTRACT FOR COURT SECURITY OFFICER” pertains to the Village’s provision of security staffing services in the Premises during Town Court hours; and

WHEREAS, the agreement entitled “CONTRACT FOR COURT ROOM” was originally signed on November 30, 2017 and provided that the Town would use the Village Courtroom and pay to the Village the sum of \$200.00 per month for such use; and

WHEREAS, the agreement entitled “CONTRACT FOR COURT SECURITY OFFICER” was originally signed on November 30, 2017 and provided that the Town would pay to the Village the sum of “\$24.00 x 1.25 per hour” for services of a Court Security Officer to be provided from the Village Police Department; and

WHEREAS, the terms of the “CONTRACT FOR COURT ROOM” and the “CONTRACT FOR COURT SECURITY OFFICER” have lapsed, and the Parties wish to renegotiate the prior agreements along the terms set forth herein; and

NOW, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **TERM:** The term of this agreement shall be for five (5) years commencing upon the 1st day of January of the year 2026, and shall automatically renew for additional five (5) year terms unless otherwise terminated pursuant to Paragraph 13 or 14 herein.

2. **DEMISED PREMISES:** The Village shall hereby lease to the Town, and the Town shall hereby rent from the Village, the Village Courtroom space and associated common parking areas located at 117 Main Street, Mount Morris, New York (hereinafter the “Premises”) in the following manner and at the following times:

- i. At all times excluding times during which the Village Court is in session, non-exclusive use of the Village Court’s Courtroom and office; and
- ii. At all times excluding times during which the Village Court is in session, non-exclusive use of Village Court’s restroom facilities; and
- iii. During times in which the Town Court is in session, use of the Village Court facilities and conference rooms; and

3. **SCOPE:** The Town, the Town’s Judge(s), the Town’s Court Clerk, and the Town’s Court support staff shall use and occupy the Premises for Court related office activities and for operations of the Town Court and for no other purposes without the prior written consent of the Village.

The Town shall coordinate with the Village to ensure that the times and dates for the Town’s Court operations are not inconsistent or incompatible with the Village’s Court operations. To the extent that such Court operations are incompatible or inconsistent, the Village’s Court operation shall have precedence in regard to times and dates of operation.

As of the execution of this agreement, the Town anticipates that its Court hours of operation shall be as follows:

- i. (TOWN'S REGULAR COURT HOURS)
- ii. (TOWN'S DA DAY HOURS)

As of the execution of this agreement, the Village anticipates that its Court hours of operation shall be as follows:

- i. (VILLAGE REGULAR HOURS)
- ii. (VILLAGE DA DAY HOURS); and

The Town hereby warrants that all uses and operations which occur within the Premises shall conform to all laws, orders and regulations of all applicable Federal, State, and Local governments or any of their departments, including but not limited to the New York State Office of Court Administration.

4. **RENT:** In exchange for the use of the Premises as provided by the Village, the Town shall pay to the Village the sum of \$100.00 (one hundred and 00/100 dollars) per day on which the Town Court is in session as and for rent of the Premises. The Town shall remit payment for rent on a monthly basis, with the previous month's use being approved for payment at the following month's Town Board meeting. Rent shall be paid to the Village at the address set forth above or at any such other place as the Village may designate in writing, and shall be paid without demand, counterclaim, deduction, or set-off. The per day "rent" amount shall increase by two percent (2%) annually upon each anniversary of the date on which this agreement is executed; and

5. **COURT SECURITY STAFF:** The Village shall provide Court Security Staffing through the Village Police Department during hours in which Town Court is in session. In exchange for the Village's provision of Courtroom Security during Town Court hours, the Town shall pay to the Village the sum of the hourly wage of the Courtroom Security Officer (as set forth pursuant to such officer's contractual rate with the Village Police Department) as multiplied by the

number of hours worked by such Courtroom Security Officer during any hours which the Town Court is open; and

6. **COURT PERSONNEL:** With the exception of Court Security Staffing as mentioned in the preceding paragraph, the Town shall provide for its own court personnel, including but not limited to Judges, Court Clerks, stenographers and other support staff. The Town shall be responsible for hiring and paying all Town Court personnel, including but not limited to the payment of direct compensation, payroll taxes, and New York State retirement contributions and benefits, if any.

7. **UTILITIES:** It is the intent of this agreement that the Village be compensated for expenses incurred for utilities during the Town's hours of operation through the payment of rent without additional contribution from the Town. The Village shall be responsible for the payment of any utilities associated with the operation of the Premises including but not limited to heat, water, sewer, electricity, telephone, security monitoring systems, trash disposal, etc.

The interruption or curtailment of any utility service maintained in the building, if caused by strikes, natural disaster, mechanical difficulties or any other cause beyond the Village's control, whether similar or dissimilar to those aforementioned, shall not entitle the Town to any claim against the Village or to any abatement of rent, nor shall the same constitute constructive or partial eviction unless the Village fails to take such measures as may be reasonable under the circumstances to restore the service without undue delay.

8. **MAINTENANCE:**

- i. The Village's maintenance responsibilities shall be as follows:
 - a. All maintenance and repairs regarding the Premises and associated common areas, including but not limited to exits

and entrances, common ramps, common hallways, common parking, and sidewalks; and

- b. All structural maintenance and repairs to the Premises such as roofing, walls, floors, ceilings and foundation; and
 - c. All maintenance and repairs involving the existing and current configurations for the electrical, plumbing, sewer and water systems and heating and cooling installations; and
- ii. The Town's maintenances responsibilities shall be as follows:
- a. Commit no act of waste and take good care of the Premises and the fixtures and appurtenances therein; and
 - b. Permit no accumulation of trash, waste, or refuse on the Premises; and
 - c. Promptly notify the Village of any repairs or maintenance which may be needed to keep the Premises in safe, useable condition; and
 - d. Upon reasonable notice from the Village, allow the Village access to the Premises for the purpose of making repairs or determining whether repairs may be needed, or for any other legitimate purpose.
- iii. Notwithstanding the foregoing subparagraphs, the Town shall reimburse the Village for any maintenance, repairs, rebuilding or other costs incurred by the Village as the result of damages caused by the actions or omissions of the Town, Town's employees, Town's agents, Town's servants and/or Town's invitees which shall include participants in litigation before the Town Court.

9. **ASSIGNMENT & SUBLEASE:** The Town shall not sublease the demised premises nor assign the rights conveyed under this agreement to any other party without the prior written consent of the Village.

10. **IMPROVEMENTS:** The Town shall not make any alterations or improvements to the Premises without the prior written consent of the Village.

11. **INSURANCE REQUIREMENTS:** The Town shall provide liability insurance during the term of this agreement in the amount of \$1,000,000.00 per person and \$2,000,000.00 per incident and shall name the Village as an additionally insured party. The Town shall not do or suffer any action or omission on the Premises which may increase the rate of fire or casualty insurance on the Premises.

12. **INDEMNITY:** The Town shall hold harmless, indemnify and defend the Village from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments, including reasonable attorney fees which arise by reason of any injury or death to any person(s) or property which result from the actions or omissions of the Town, its agents, servants, employees, invitees and litigation participants which in, upon or in any way connect with the Premises or use of the common areas associated therewith.

13. **DEFAULT:** If the Town defaults in its payment obligations set forth herein, or defaults in the performance of any other covenants or conditions set forth herein, the Village may give the Town notice of such default, and if the Town does not cure any payment-related default within three (3) days after the following month's Town Board meeting, or other default within ten (10) days after receiving such notice (or if such other default is of such nature that it cannot be completely cured within such period, if the Town does not commence such curing with reasonable diligence within such ten (10) day period), then the Village may terminate this lease upon thirty (30) day written notice to the Town with such thirty (30) day period to commence at the beginning of the month following delivery of such notice.

14. **TERMINATION:** This Agreement shall automatically renew pursuant to Paragraph 1 ("TERM") herein unless otherwise terminated by either party. Except upon events of default as set forth in Paragraph 13 ("DEFAULT") herein, either party may terminate this

agreement upon written notice to the other party pursuant to Paragraph 16 (“NOTICES”) herein. If such termination notice is delivered to the non-terminating party on or prior to June 30 of any given year, such termination shall be effective upon January 1 of the following calendar year. If such termination notice is delivered to the non-terminating party after June 30 of any given year, such termination shall be effective upon June 30 of the following calendar year.

15. **MODIFICATION:** This agreement shall not be changed, altered, modified or terminated orally; any such changes, alterations, or modifications shall be made in writing, signed by both parties, and affixed to this agreement as an addendum. Terminations shall be effected pursuant to Paragraphs 13 (“DEFAULT”) or 14 (“TERMINATION”) herein.

16. **NOTICES:** All notices or demands required or desired to be given pursuant to this agreement shall be sent in writing and addressed to the parties at the addresses set forth in the preamble of this agreement or at such other addresses as the parties may designate from time-to-time. Notices shall be sent via certified mail, return receipt requested, and shall be deemed delivered upon the sooner of the day of certified receipt, or seven (7) days after mailing.

17. **WAIVER:** The failure of either party to insist on strict performance of any covenant or condition of this agreement shall not be construed as a waiver of such covenant or condition.

18. **SEVERABILITY:** If any term, clause, provision or paragraph, or part thereof of this agreement is deemed by a Court of competent jurisdiction to be invalid, void, voidable or unenforceable, such determination shall not render unenforceable any other part or provision of this agreement and the same shall remain in full force and effect.

19. **MERGER:** This agreement reflects the entirety of the covenants between the parties. No representations, warranties, or promises shall be binding on parties hereto except those expressly set forth herein or those later made and agreed to by and between the parties in writing and annexed to this agreement.

20. **GOVERNING LAW:** This agreement shall be, in all aspects, governed by the Laws of the State of New York.

21. **FORUM & VENUE:** Any disputes arising under the terms of this agreement shall be litigated either in the County Court of Livingston County or the Supreme Court of Livingston County.

Discussion was had regarding the changes to the dog law and Mayor Bacon stated she does have some concerns with the proposed amendment as written and wants to be sure the Village isn't held responsible for the expense associated with the dog seizure and redemption. Attorney McWhinney referenced the Town law and perhaps using the more simple language of that and is going to research it for the Village ensuring it meets the standard of state Agriculture and Markets law.

RESOLUTION 112.26

APPROVAL TO SET PUBLIC HEARING LOCAL LAW #3- 2026

On a motion from Trustee Richardson second by Trustee Shea:

ADOPTED – AYE 5

RESOLUTION TO SET A PUBLIC HEARING

TO DISCUSS PROPOSED LOCAL LAW NO. 3 OF 2026

ENTITLED: “AMENDING CHAPTER 59 OF THE VILLAGE CODE OF THE VILLAGE OF MOUNT MORRIS TO MODIFY THE RESPONSIBILITY FOR DOG CARE AND MEDICAL EXPENSES”

Adopted: June 9, 2026

WHEREAS, the Village Board of the Village of Mount Morris met at a regular board meeting at the Village Office of the Village of Mount Morris, State of New York, on the 9th day of June, 2026, commencing at 6:30 P.M., at which time and place the following members were:

Present: Mayor Kelly Bacon
Trustee Tim Bryant
Trustee Elizabeth Shea
Trustee Kelly Richardon
Trustee Mark Torcello

Absent:

WHEREAS, all Board Members, having due notice of said meeting, and that pursuant to Article 7, §104 of the Public Officers Law, said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, the Village Board of the Village of Mount Morris desires to amend the Village Code of the Village of Mount Morris such that any expenses incurred by the Village to care and treat any seized dog are ultimately the responsibility of the owner of said dog, and to provide a method whereby the Village may collect such expenses; and

WHEREAS, the Village Attorney has provided the Village Board with a draft local law entitled “Amending Chapter 59 of the Village Code of the Village of Mount Morris to Modify the Responsibility for Dog Care and Medical Expenses” to revise the Village Code in accordance with the desires of the Village Board; and

WHEREAS, the Village Board, having reviewed the draft local law and proposed amendments to the Code, finds such local law acceptable; and

WHEREAS, prior to the adoption of said local law, the Board desires to hold a public hearing on the proposed local law for the purpose of receiving public comment on the proposed local law, which such hearing to be held at the regular Village Board meeting scheduled on the 14th day of July, 2026.

NOW ON MOTION OF Trustee Richardson which has been duly seconded by Trustee Shea, be it therefore,

BE IT RESOLVED, that the Village Board of the Village of Mount Morris will hold a public hearing on the 14th day of July , 2026 at 6:30 P.M. to consider a proposed Local Law No. 3 of 2026 entitled, “Amending Chapter 59 of the Village Code of the Village of Mount Morris to Modify the Responsibility for Dog Care and Medical Expenses”; and be it further

RESOLVED, by the Village Board of the Village of Mount Morris, that the Village Clerk is hereby directed to post the Notice of Public Hearing at Village Hall and on the Village Website, and to publish said Notice in the Village Newspaper; and be it further

RESOLVED, that a copy of the Notice of Public Hearing and proposed local law shall be made available in the Village Clerk’s Office and on the Village website during regular office hours.

Ayes: 5

Nays: ____

Mayor Bacon requested approval of appointment of Emily Goho to the Joint Town/Village Planning Board.

Trustee Shea said she received an email from someone else with interest in the Planning Board and asked why they weren’t recommended. Mayor Bacon stated that by law it is a mayor appointment subject to board approval and she applies the same criteria to any person when considering an appointment.

RESOLUTION 113.26

APPROVAL OF APPOINTMENT FOR JOINT TOWN AND VILLAGE PLANNING BOARD

ADOPTED – AYE 3 Torcello, Richardson, Bacon

NAY 1- Shea

ABSTAIN 1- Bryant

On a motion from Trustee Torcello second by Trustee Richardson:

Resolve to appoint Emily Goho to the Joint Town and Village Planning Board.

The date of the August board meeting was discussed and due to conflict and unavailability, consensus of the board was to change the board meeting from August 11th to August 4th.

RESOLUTION 114.26

APPROVAL OF TRANSFERS

ADOPTED – AYE 5

On a motion from Trustee Torcello second by Trustee Richardson:

Resolve to approval the following transfer for General fund:

Increase A1110.4 justice cont.	\$431.00
Decrease A1110.1 justice service	\$431.00

Increase A1420.4 attorney cont.	\$627.00
Decrease A1325.4 clerk cont.	\$627.00

Decrease A3120.1 police service	\$4950.00
Increase A31202 police equipment	\$253.00
Increase A3120.4 police cont.	\$4697.00

Increase A5110.1 street service	\$12037.00
Decrease A5110.4 street cont	\$9079.00
Decrease A5142.4 snow removal	\$1467.00
Decrease A3120.1 police service	\$1491.00

Increase A8989.1 misc. Home & service	\$3671.00
Decrease A8989.4 misc. cont	\$1202.00

Decrease A 3120.1 police service	\$2469.00
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Decrease A8020.4 planning cont.	\$95.00
Increase A7310.4 youth cont.	\$95.00

Increase A5182.4 street lighting	\$30,070.00
Decrease A 9060.8 medical insurance	\$13349.00
Decrease A9030.8 social security	\$4668.00
Decrease A9020.8 medicare	\$3462.00
Decrease A9015.8 police & fire retirement	\$2132.00
Decrease A1910.4 unallocated insurance	\$4296.00
Decrease A1320.4 accountant auditor	\$2065.00
Decrease A1325.4 clerk cont,	\$98.00

Increase A1661.4 central storeroom cont.	\$1257.00
Decrease A1110.1 justice service	\$1257.00

Increase A2655 sale of equipment	\$6452.00
Increase A5110.2 street equipment	\$2607.00
Increase A1620.2 building equipment	\$3845.00

Increase A5112.2 chips	\$126,767.00
Increase A3501 chips	\$126,767.00

Increase A3089 state aid	\$143,416.00
Increase A1620.2 building equipment	\$143,416.00

RESOLUTION 115.26

APPROVAL OF TRANSFERS

ADOPTED – AYE 5

On a motion from Trustee Richardson, second by Trustee Torcello:

Resolve to approval the following transfer for water fund:

Increase F8340.4 trans & distribution cont.	\$49987.00
Increase F8330.1 purification service	\$19299.00

Decrease F9010.8 state retirement	\$8350.00
Decrease F90603.8 medical insurance	\$6474.00
Decrease F1320.4 accountant/ auditor	\$6567.00
Decrease F8330.4 purification cont.	\$29073.00
Decrease F8340.1 trans & distribution service	\$18822.00

RESOLUTION 116.26

APPROVAL OF ABSTRACT

ADOPTED – AYE 5

On a motion from Trustee Torcello second by Trustee Richardson:

Resolve to approval the following abstracts:

Abstract #38

General	\$27,603.36	669-694
Water	\$42459.46	358-370
Sewer	\$9431.27	281-292
capital		

Abstract #1

General	\$14,421.29	1-3
Water	\$6844.59	1-2
Sewer	\$4315.03	1-2

Abstract #3

General	\$7231.77	4-7
Water		
Sewer		

Abstract #4

General	\$62,996.93	9-28
Water	\$7624.34	5-19
Sewer	\$11,130.10	3-11
Capital	\$21,905.25	1

Abstract #5

General	\$12,970.78	29-32
Water	\$15,266.35	20-26
Sewer	\$3505.73	12-13

RESOLUTION 117.26**APPROVAL OF AMENDMENT OF TRANSFER RESOLUTION 108.26****ADOPTED – AYE 5**

On a motion from Trustee Richardson second by Trustee Torcello:

Resolve to amend the motion to increase A2705 \$595.00 and increase A1620.4 building contractual \$595.00.

RESOLUTION 118.26**APPROVAL OF CAPITAL PAYMENT****ADOPTED – AYE 5**

On a motion from Trustee Bryant second by Trustee Richardson:

Resolve to approve the payment to Concord Electric Corp. in the amount of \$21,905.25 for the capital WTP improvement project.

RESOLUTION 119.26**APPROVAL OF CAPITAL PAYMENT****ADOPTED – AYE 5**

On a motion from Trustee Bryant second by Trustee Richardson:

Resolve to approve the payment to Park Lane Construction in the amount of \$47,590.11 for the Salt Storage Building project.

Kaylee Leone asked about the expiration of terms of planning board members and Attorney McWhinney was not familiar with the specifics of the planning board law for the village.

Trustee Shea stated that she is applying for the Solar Share the Sun Fund grant for mulch for the playground and that the village needs mulch for the playground tube. Board members and Superintendent Young discussed the mulch needed for the playground.

CEO Dunham reported on grass regulations and violations. Trustee Torcello asked Superintendent Young about the water repairs on Bonadonna Ave and Superintendent Young says he is waiting for school to be out and then will do the repairs. Board discussed purchasing a mower for the sewer plant.

Public Comments:

Gretchen Saunders asked about if there was an ethics committee and Mayor Bacon said there was a board of ethics. She asked if there is a review audit scheduled yet and Mayor Bacon said it is not yet scheduled. Gretchen suggested robo texts for residents to communicate with residents when there are water breaks or other water information. She asked about department reports and Mayor Bacon stated some of the dept heads do submit monthly reports.

Debbie Yencer commented regarding mobile home licensing and permits and the inspections that the Health Department does. Mayor Bacon explained according to village code the annual licensing fee for mobile home parks is different than the inspection of the Health Department.

Tracy Kenney commented regarding the area behind Finders Keepers has piled up garbage or items, Mill Street also has a lot of garbage piled. CEO Dunham stated he has sent letters to the Mill Street property owners.

Debbie Yencer commented regarding the state of property on North Main Street.

Tracy Kenney commented regarding the funds allocated last meeting toward the Bellamy Park sign entry and she is discouraged with the challenge of finding funding for summer recreation. Mayor Bacon explained those were from two different fiscal year budgets.

RESOLUTION 120.26

APPROVAL OF EXECUTIVE SESSION

ADOPTED – AYE 5

On a motion by Trustee Torcello seconded by Trustee Richardson:

Resolved to enter Executive Session regarding an employee.

RESOLUTION 121.26

APPROVAL TO EXIT EXECUTIVE SESSION

ADOPTED – AYE 5

On a motion by Trustee Bryan, seconded by Trustee Richardson:

Resolved to exit Executive Session at 9:06pm.

With no further business, a motion was made by Trustee Torcello and seconded by Trustee Richardson to adjourn the meeting at 9:07pm.