

REGULAR MEETING

October 20, 2025

Present: Mayor Burling, Trustees Gardner, Rajk, and Schell, Superintendent Evans, Chief Hoffmeister and Clerk Allen. Trustee Schurr was excused.

Others Present: David DiMatteo, John Gillen, Deanna Wilcox, Brock Beckstrand, Steve Ferry, Josh Crane, Gary Smith, Ken Smith and Tom Monnier

Mayor Burling presided.

The meeting was open with a salute to the flag.

The minutes from the previous meeting of October 6, 2025, were approved as submitted by email.

EXECUTIVE SESSION – 5:00 p.m. – Litigious matters

Adjourn Executive Session at 5:11 p.m.

BUILDING AND FIRE CODE ENFORCEMENT – Received Wyoming County Zoning Department September monthly report.

CANNABIS LEGISLATION – Received Friends Vintage LLC notification of adult-use retail dispensary license application.

CANNABIS LEGISLATION – Received NYS Office of Cannabis Management email acknowledging receipt of advisory opinion for or against the Friends Vintage LLC retail dispensary license application.

CANNABIS LEGISLATION – Sent letter to Office of Cannabis Management requesting denial of Friends Vintage LLC retail dispensary license application.

POLICE DEPARTMENT – Nothing to report at this time.

FIRE DEPARTMENT – Nothing to report at this time.

PUBLIC WORKS PROGRESS REPORT – STREETS - Daily property and grounds maintenance of all village owned properties, including Commerce Way Industrial Park easements and right of ways, Wyoming Street Water Vault, Summit Ave Water Pump House, Duschen's Pond Water Storage, Ground Mounted Water Storage Tank, Central Garage, Building #2 at 38 Industrial Street and Village Office, daily bagged grass & leaf collection as scheduled, continue to paint all fire hydrants on the Village and Town of Warsaw's Water System, completed drainage improvements on Park Street at E. Court Street, continue to reassemble 2017 Mack plow truck that was recently sandblasted and painted, sidewalk replacement on S. Maple Street (due to tree removal & stump grinding), jetted sanitary sewer on Perry Avenue, removed hanging flower baskets, placed empty baskets in storage at WCS building on Linwood Ave, repaired catch basin on Summit Ave, began repairs to large catch basin on Livingston Street, cleaned open drainage ditch on Mt. View Ave, cleaned fence lines in East and West Municipal

Parking Lots, cold patched potholes in East & West Parking Lots, installed 250' of silt fence at the WTP for work to be performed on the backwash lagoons, sweeping village streets and parking lots, re-striped crosswalk and edge-line on N. main and Duncan Streets, installed new riser section on sanitary manhole North side of the Main Street/Oatka Creek Bridge, installed Master Power disconnect on new sweeper, and paved shims on Brooklyn Street bridge and Park Street. VILLAGE PARK - Daily property and grounds maintenance, empty trash cans, picked up trash, debris and dog waste around park, daily mowing and trimming as needed, leaf mulching/pick-up as needed, removing debris, oak nuts and leaves from tennis courts daily, clean and stock restrooms daily/as needed, clean Picnic Pavilion as needed, clean and stock Legion Hall as needed for rentals, clean off leaves, nuts and debris tennis courts daily, continue working on tennis courts as time and manpower allows. Applied 1 coat of re-surfacer to court #1, began winterizing and closing restrooms located in the playground area, and checked all heaters in park buildings to ensure they were good to go for the upcoming winter season. WATER DISTRIBUTION - Daily checks of water distribution system as required, finals read as requested, water sampled and results recorded as required, underground utility locates as requested and required, daily water samples of the Town of Warsaw's Water District as required and per agreement, continue mapping all village owned utilities using the Diamond Maps programming and satellite positioning services, continue to paint fire hydrants, read water meters in Books E, F, G, & H for billing (both manual and electronic reads), flushed watermain on Saltvale Road as scheduled per agreement, repaired water meter at 225 W. Buffalo Street, located major water leak on Firemen's Grounds adjacent to Village Park. Repair is required before restoring the water for this service, and began winterizing and shutting off water to seasonal hydrants at Liberty Way and in the cemetery. WATER TREATMENT PLANT - Average Daily Water Demand Flow: 393,000 gallons per day, daily tests performed and results recorded, generator test ran under load successfully as scheduled, we currently draw water from the Cotton Creek feed, intake screen is cleaned daily due to leaves and debris in stream, Steve Reisdorf performs weekend Water Distribution checks when scheduled to cover WTP, decanted and sampled backwash lagoons as required, front backwash lagoon has been cleaned, scheduling work to clean the back lagoon with contractor, and experienced a minor power outage on 10/9 that shut down the flocc mixer temporarily before power was restored. WASTEWATER TREATMENT PLANT - Daily tasks around WWTP plant, including washing down primary and secondary clarifiers and rotating arms on bio-towers, clean vacuum switch on pista-grit, read/record gas and electric meters daily, check, read and record hour meter at pump stations, service wastewater pumps and digestion blowers weekly, program auto-samplers, wash UV channel, and aeration tanks weekly. SEPTAGE RECEIVED: WYCO = 21,200 gallons, PRESSED/DEWATERED SLUDGE - 0 gallons and decanted primary digester as required and as scheduled.

RESOLUTION #159 OF 2025

LEGION HALL:

Motion made by Trustee Rajk
Seconded by Trustee Schell

RESOLVED – That the following requested use of the Legion Hall by hereby approved:

Lydia Hadfield – 11/15/25 – Ladies Night Out – Open to Public
Warsaw Rescue Squad – 2/21/26 – Meat Raffle – Open to the Public w/alcohol
Robin LaWall – 6/27/26 – Graduation party – private w/alcohol

CARRIED

TREASURER – Proof of collateral for month of September 2025 was submitted and ordered filed.

MEETINGS:

Village Board Meeting – Mon, 11/3 – 5 pm – at the Fire Hall

RESOLUTION #160 OF 2025
VILLAGE OF WARSAW
RESOLUTION TO DISCONTINUE ORGAN STREET
Adopted: October 20, 2025

WHEREAS, The Village Board of the Village of Warsaw met at a regular board meeting at the Fire Hall located at 40 East Buffalo Street in the Village of Warsaw, New York on the 20th day of October, 2025, commencing at 5:00 P.M., at which time and place the following members were:

Present:	Mayor	Burling
	Trustee	Gardner
	Trustee	Rajk
	Trustee	Schell
Absent:	Trustee	Schurr

WHEREAS, all Village Board Members, having due notice of said meeting, and that pursuant to Section 104 of the Public Officers Law (Public Meetings 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 Warsaw received a parcel in a deed dated August 30, 1926, and recorded at Liber 200, Page 181 at the Wyoming County Clerk’s Office (attached hereto as *Exhibit A*), for the purposes of creating a public street; and

WHEREAS, the Village Board of the Village of Warsaw dedicated such street in a resolution of the Village Board of Trustees dated August 2, 1926, such street being named Organ Street; and

WHEREAS, the Village has documented interest in discontinuing Organ Street since at least the year 2006; and

WHEREAS, the Village Board of the Village of Warsaw desires to discontinue Organ Street for the following reasons:

1. The parcel was never physically developed into a street; and
2. The parcel is overgrown and can be put to no foreseeable municipal purpose; and
3. No property is directly accessed by Organ Street; and

WHEREAS, the Village Board of the Village of Warsaw, under the powers granted to it by Section 6-612 of Village Law, has the authority to discontinue any street within the Village of Warsaw; and

WHEREAS, the Village Board of the Village of Warsaw now desires to discontinue Organ Street.

NOW ON MOTION OF Trustee Schell, which has been duly seconded by Trustee Rajk, therefore, be it

RESOLVED, by the Village Board of the Village of Warsaw, that it hereby discontinues Organ Street under the authority granted to the Village Board under Section 6-612 of Village Law.

Ayes: 4

Nays: 0

Absent/Abstain: 1

Quorum Present: Yes No

Dated: October 20, 2025

EXHIBIT A

DEED

ORGAN STRET

LIBER 200 OF DEEDS, PAGE 181

WYOMING COUNTY CLERK'S OFFICE

THIS INDENTURE, Made the 30th day of August Nineteen Hundred and twenty-six BETWEEN Warsaw Improvement Co., Inc. a Domestic Corporation of the Village of Warsaw Wyoming County, N. Y., party of the first part, and Corporation of the Town of Warsaw, Wyoming County, N. Y., party of the second part, do hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever,

in the Town and Village of Warsaw, County of Wyoming and State of New York, bounded and described as follows: BEGINNING at a point in the south side of Butternut Street in said Village of Warsaw and 241 feet east of the east line of the above mentioned lands and the lands sold to the Embury Manufacturing Company, Inc. by the Warsaw Improvement Company, Inc.; thence south along the west line of Warsaw Improvement Company, Inc. to the northerly line of the Buffalo, Rochester & Pittsburgh Railway; thence northwesterly along the Buffalo, Rochester & Pittsburgh Railway line to a point 35.3 feet west of the first mentioned line; thence north parallel to said first mentioned line to the south line of Alien Street; thence east on said south line of Alien Street 35.3 feet to point of beginning, containing 0.40 acres more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Warsaw, County of Wyoming and State of New York, bounded and described as follows: BEGINNING at a point 241 feet easterly from the east line of Butternut Street and 294 ft. south from the south line of Alien Street, being six feet north of the southwest corner of lands contracted to be sold to the Embury Manufacturing Company, Inc. by the Warsaw Improvement Company, Inc.; thence east four hundred feet to lands of the Buffalo, Rochester & Pittsburgh Railway Co.; thence south along the line of the lands of the said Buffalo, Rochester and Pittsburgh Railway Co. thirty-three feet; thence west along the north line of the lands of the Warsaw Improvement Company, Inc. and the Murr & Colton Company, Inc., 400 feet to a point in the north line of the above mentioned lands; thence north along the east line of the above mentioned lands thirty-three feet to the place of beginning, containing 0.30 acres more or less.

The party of the first part duly made an offer in writing to make a dedication of the premises above described to the Village of Warsaw for public streets, which offer in writing was duly executed on the 1st day of July, 1926 and which said offer in writing to dedicate the premises was accepted as to the whole thereof by resolution duly adopted by the Board of Trustees of the said Village of Warsaw, at a meeting of said Board of Trustees on the 2nd day of August, 1926, which said offer in writing to make such dedication and resolution accepting the same and this conveyance thereof pursuant thereto, are made as provided by Section 144 of the Village Law of the State of New York.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

In presence of
Seal

Warsaw Improvement Co. Inc. L. S.
By William Elias Webster President
Warsaw Improvement Co. Inc. L. S.
By William J. Ballantine Sec'y

STATE OF NEW YORK)
County of Wyoming) ss:
Village of Warsaw)

On the 30th day of August, in the year One thousand nine hundred and twenty-six before me, personally came William Elias Webster, to me known, who, being by me duly sworn, did depose and say that he resided in the Village of Warsaw, N. Y. that he is the President of the Warsaw Improvement Company, Inc., the corporation described in and which executed the above instrument, and William J. Ballantine to me known, who, being by me duly sworn, did depose and say that he resided in the Village of Warsaw, N. Y. that he is the Secretary of the Warsaw Improvement Company, Inc., the Corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Francine Hotchkiss
Notary Public

A true copy of the original recorded February 20, 1929 at 4:40 o'clock P. M. and examined.
Elliott E. Smith
Up. Clerk.

RESOLUTION #161 of 2025

**VILLAGE OF WARSAW
RESOLUTION TO ENTER IMA WITH LIVINGSTON COUNTY
WATER AND SEWER AUTHORITY**

Adopted: October 20, 2025

The Village Board of the Village of Warsaw met at a regular board meeting at the Fire Hall of the Village of Warsaw in the Village of Warsaw, New York on October 20, 2025 commencing at 5:00 p.m. at which time and place the following members were:

Present:	Mayor	Burling
	Trustee	Gardner
	Trustee	Rajk
	Trustee	Schell
Absent:	Trustee	Schurr

WHEREAS, all Board Members, having due notice of said meeting, and that pursuant to Section 104 of the Public Officers Law(Public Meetings 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, that the Village Board of the Village of Warsaw feels it is in the best interest of the Village of Warsaw to enter into an Intermunicipal Agreement with the Livingston County Water and Sewer Authority(hereafter LCWSA) for shared services, a public benefit corporation established by Article 5, Title 8-G of the New York State Public Authorities Law; and

NOW ON MOTION OF Trustee Gardner, which has been duly seconded by Trustee Schell, therefore, be it

RESOLVED, that the Village Board of the Village of Warsaw hereby authorizes the Mayor to enter into and execute the Intermunicipal Agreement with the LCWSA, a copy of which is attached hereto.

CARRIED

**INTERMUNICIPAL AGREEMENT FOR
SHARED SERVICES**

THIS AGREEMENT made the 20th day of October, 2025, by and between the “**LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**”, a public benefit corporation established by Article 5, Title 8-G of the New York State Public Authorities Law, having its principal office located at 1997 D’Angelo Drive, Lakeville, New York 14480, (hereinafter “**LCWSA**”, and the County, Towns, Villages, and Districts located within Livingston County and all other eligible entities that are set forth in the executed signature pages attached hereto and made a part hereof to this Intermunicipal Agreement, all of which shall hereinafter be collectively referred to as the “**MUNICIPALITIES**”.

WHEREAS, pursuant to Article 5-G of the New York State General Municipal Law, MUNICIPALITIES and LCWSA are authorized to enter into this intermunicipal cooperative agreement for the provision of shared services, as set forth herein, and

WHEREAS, LCWSA has received grant funding from the New York Department of State Local Government Efficiency Program (hereafter “LGE”) for the implementation of the Livingston/Wyoming Water Loss Pilot Program (hereafter “Pilot Program”). The Pilot Program is designed and intended to provide funding for and to encourage small water utilities to learn how to improve water efficiency within their water distribution systems and to better control water loss through a water system audit process.

WHEREAS, MUNICIPALITIES each desire to be a participant in the Pilot Program.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the promises and covenants contained in this Agreement, it is agreed as follows:

1. LCWSA will facilitate the Pilot Program on behalf of the MUNICIPALITIES, and the MUNICIPALITIES desire to participate in the Pilot Program.
2. LCWSA will establish a reasonable schedule with MUNICIPALITIES for implementation of the Pilot Program.
3. LCWSA shall assume all responsibility to procure, retain and compensate the necessary consultant(s) required to assist with the training and implementation for the Pilot Program.
4. LCWSA will not charge MUNICIPALITIES for participating in the Pilot Program pursuant to this Agreement.
5. MUNICIPALITIES acknowledge they will make every reasonable effort to attend all training and/or education sessions as part of the program and make every reasonable effort to complete any task assigned/needed to complete the water audit process.
6. MUNICIPALITIES will be responsible for any and all costs, including travel to and from all training and/or education sessions, related to providing adequate staff to participate in the Pilot Program.
7. LCWSA shall provide reasonable assistance to MUNICIPALITIES for implementing the water audit process. LCWSA will not be responsible for the MUNICIPALITIES to complete the water audit process or the outcome of the water audit process.
8. MUNICIPALITIES will be responsible for providing any water system and water meter/billing information and data for their water system.
9. MUNICIPALITIES accept any responsibility for any missed training and/or education sessions related to the Pilot Program. LCWSA agrees to provide reasonable assistance and support to MUNICIPALITIES to make up for any missed training and/or education sessions.

10. The Pilot Program will conclude with a regional Water Loss Summit, inviting all interested parties throughout the Genesee Finger Lakes Region (9-County Region including the City of Rochester), including municipal and county officials, state agencies, contractors and non-governmental organizations. The purpose of the Water Loss Summit will be to share the participant experience with the Program and potentially develop a model for other municipalities within the State to follow. MUNICIPALITIES hereby authorize LCWSA to use its respective information and data collected and evaluated during the Pilot Program for purposes of presentation and evaluation at the Summit.
11. MUNICIPALITIES acknowledge and agree that their participation in the Pilot Program is voluntary, and they may discontinue their participation at any time throughout the Pilot Program implementation.
12. LCWSA reserves the sole and exclusive right, as Program Administrator, to reasonably discontinue any MUNICIPALITIES from participating in the Pilot Program.
13. MUNICIPALITIES hereby agree to indemnify and hold LCWSA harmless from all claims, losses, costs and damages arising out of any activities of MUNICIPALITIES pursuant to the terms and conditions of the Agreement, including costs of settling any action and reasonable attorney's fees for defense. Each party will provide the other with timely notice of any claims and shall fully cooperate with each other to defend the same.
14. Participation in this Agreement is limited to MUNICIPALITIES located within the geographical boundaries of Livingston County, New York and Wyoming County, New York unless otherwise authorized by LCWSA at its sole discretion as the Program Administrator.
15. The initial term of this Agreement shall be from December 1, 2025 to December 31, 2026. The term thereafter shall automatically be extended from January 1, 2027 to December 31, 2027, and may be renewed annually for up to five (5) additional one-year terms upon the mutual written consent of the parties intending to continue participation in this Agreement. Failure of any MUNICIPALITY to consent to the extension of this Agreement as provided for above, shall not affect the validity of such Agreement as it relates to other MUNICIPALITIES that have consented to an extension.
16. This Agreement and the rights conferred hereunder shall not be assignable by MUNICIPALITIES without the express written consent of the LCWSA, which may be withheld at LWCSA's sole discretion.
17. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their successors and permitted assigns.
18. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State of New York.

19. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by all parties.
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
-

RESOLUTION #162 of 2025

Motion made by Trustee Rajk
 Seconded by Trustee Gardner

HEALTH INSURANCE: 2026 PLAN YEAR

RESOLVED – That after review of plans and rates, the village will contract with Univera Healthcare for the 2026 plan year and hereby authorizes Clerk Allen to execute any documents related to the enrollment in Univera Healthcare.

CARRIED

RESOLUTION #163 of 2025

BUDGET TRANSFER:

Motion made by Trustee Gardner
 Seconded by Trustee Rajk

RESOLVED – That the following budget transfer be hereby approved:

FROM	TO	AMOUNT
A2680	A7140.400(Village Parkcont.) Ins. Reimburse(hail damage) (10/6/25 \$57,000.00 plus \$18,000.00)	\$75,000.00
	CARRIED	

RESOLUTION #164 OF 2025

STREETS DEPARTMENT PERSONNEL– TRAVEL OUT OF VILLAGE

Motion made by Trustee Gardner
 Seconded by Trustee Rajk

RESOLVED – That Superintendent Evans, Nick Baker, and James Ferrin travel to Syracuse, NY on October 23, 2025 to look at and inspect a new plow truck be hereby approved.

CARRIED

RESOLUTION #165 OF 2025

AUDIT AND PAY BILLS:

Motion made by Trustee Schell
Seconded by Trustee Rajk

RESOLVED – That the bills be allowed as read; that checks in the payment thereof be issued, that Mayor Burling be and hereby is authorized to sign General Abstract #10 in the amount of \$50,378.94, Water Abstract #10 in the amount of \$5,423.96, and Sewer Abstract #10 in the amount of \$4,937.96.

CARRIED

FIRE DEPARTMENT – Chief Wilcox advised the board that she had spoken to the Board of Directors regarding the fire siren. As a department, they may be able to have a local company look at the siren and reduce the sound but are not in favor of the siren totally going away. This is due in part to the fact that some members of the department rely on the siren when they don't have their phones or pagers on them at all times. Mayor Burling asked the chief to communicate to the board as steps are taken to resolve the noise concern.

RESOLUTION #166 OF 2025

BUILDING AND CODE ENFORCEMENT:

Motion made by Trustee Gardner
Seconded by Trustee Rajk

RESOLVED- That the recently imposed stop work order placed on Upstate Door project be hereby lifted; and
BE IT FURTHER RESOLVED that Mayor Burling notify Building and Codes of the decision of the board of trustees.

CARRIED

BUILDING AND CODE ENFORCEMENT – Brock Beckstrand of Upstate Door offered apologies to John Gillen and the village board for the oversight on the part of Upstate Door and on behalf of Upstate Door, they are appreciative of the village board looking at and taking steps with them to resolve concerns related to the project so that it may continue to move forward.

Moved and seconded to adjourn at 5:28 p.m.

Lisa A. Allen, Clerk

