

February 13, 2017

Board of Trustees

Proceedings by Authority

State of New York
Village of Celoron
Community Center

ss:

A regular meeting of the Board of Trustees of the Village of Celoron, New York was held on Monday, February 13, 2017 at 6:00 P.M.

Members Present: Mayor Schrecengost, Trustees Keeney, Moss, Shanahan and Young

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO and Erin Brickley, Executive Director of Lake Alliance

Mayor Schrecengost called the meeting to order, asked the Clerk to call the roll and led the Pledge of Allegiance.

Trustee Keeney moved, seconded by Trustee Shanahan to go into Executive Session to discuss contract negotiations.

Carried: 5 ayes

EXECUTIVE SESSION:

Begin: 6:05 p.m.

Present: Mayor Schrecengost; Trustees Keeney, Mattison and Young; and Clerk-Treasurer Shirley A. Sanfilippo

Trustee Keeney moved, seconded by Trustee Young to go back into open session.

Carried: 5 ayes

End: 6:27 p.m.

MAYOR'S COMMENTS:

None

OPPORTUNITY FOR PUBLIC COMMENT:

Erin Brickley, Chautauqua Lake & Watershed Management Alliance, stated that she would be happy to address any questions regarding the proposed agreement for grant administration services.

Trustee Keeney asked the status of the grant.

Ms. Brickley explained where the process stood at the moment and stated that it would be several months before the contract would be officially approved by New York State.

APPROVAL OF MINUTES:

Trustee Shanahan motioned, seconded by Trustee Young to approve the minutes of the Regular Meeting of January 9, 2017.

Carried: 5 ayes

COMMITTEE REPORTS

PUBLIC SAFETY – Trustee Shanahan and the Board reviewed the report from the Code Enforcement Officer. Mayor Schrecengost updated the Board on the status of 24 E. 10th St.

ANIMAL CONTROL – Trustee Young – none

PARKS – Trustee Young and the Board discussed a lease agreement with Paradise Yacht Cruises for 2017. Attorney Vanstrom will be asked to prepare a new lease agreement in the amount of \$2,000.00 with the understanding that it will be for a reduced cruise season due to the replacement of the breakwall and construction of a new boardwalk and kayak/canoe launch. This amount will include the \$625 lease payment from 2016 that was never received as a result of the failure to reach a renegotiated agreement with Paradise Yacht Cruises for a new lease. Action will be taken at the March Board meeting.

HIGHWAY AND EQUIPMENT – Trustee Moss advised that there was a need to replace the 1-ton truck and the garbage truck had been repaired recently. He also presented an estimate to replace the pick-up truck, which will soon be out of warranty. The Board also discussed the possibility of enacting street opening permit fees. Proposed fees will be presented to the Board for review and possible adoption

PLANNING – Trustee Shanahan – none

SANITATION – Trustee Moss – none

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. NYCOM correspondence regarding the 2017-18 New York State Executive Budget
2. Tax Lien foreclosure properties for Chautauqua County
3. NYCOM Press Release regarding the Governor's Consolidation Mandate and calling for the first increase in Municipal Aid in Nine Years

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #16 in the amount of \$33,888.98, check #3221 thru 3235 dated January 10-31, 2017; Trust & Agency Abstract #8 in the amount of \$3,196.32, check #5133 thru 5136, dated January 31, 2017; and Abstract #17 in the amount of \$15,159.05, check #3236 thru 3248, dated February 1-13, 2017.

Trustee Young moved, seconded by Trustee Keeney to approve payment of the abstracts.

Carried: 5 ayes

AUDIT – Trustee Moss – none

INSURANCE – Trustee Young – none

BUILDING – Trustee Moss and the Board reviewed a request from the Chautauqua County Board of Elections to use the Community Center as a polling place in 2017.

Trustee Shanahan moved, seconded by Trustee Moss to approve the use of the Community Center as a polling place for 2017.

Carried: 5 ayes

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Mayor Schrecengost advised that the purchase of two Wireless Access Point NanoStations was necessary for the new sign on the Community Center. They are estimated to cost approximately \$50 each and there are grant funds available to pay for them.

Trustee Keeney moved, seconded by Trustee Moss to purchase the two Wireless Access Point NanoStations.

Carried: 5 ayes

RECREATION – Trustee Keeney – none

SPECIAL EVENTS – Trustee Keeney and the Board discussed the Easter Egg Hunt. Trustee Keeney will purchase the bikes that will be given away. Trustees Young and Keeney will assist the Moose with the Easter Egg Hunt.

ZONING – Trustee Shanahan – none

OLD BUSINESS

None

NEW BUSINESS

None

RESOLUTIONS:

Resolution #8 - 2016-17

WHEREAS, the Village of Celoron, New York has 240 tons of landfill credit pursuant to the Shared Services Derelict Structures Addendum with the County of Chautauqua; and

WHEREAS, the Village of Celoron, New York has condemned the structure located at 24 E. 10th Street and the Code Enforcement Officer has issued a demolition order for said structure; and

WHEREAS, the Code Enforcement Officer has issued a letter stating that the structure is unsound; and

WHEREAS, in order to protect the safety of the public it will be necessary for the Village of Celoron, New York to utilize a controlled demolition method on the structure located at 24 E. 10th Street; now, therefore be it

RESOLVED, By the Board of Trustees of the Village of Celoron, New York to authorize the use of the aforementioned landfill credits to cover the landfill charges for the disposal of the demolition material from the structure located at 24 E. 10th Street, Celoron, New York.

Trustee Young moved, seconded by Trustee Keeney to approve the resolution.

Carried: 5 ayes

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Resolution #9 - 2016-17

WHEREAS, the Village of Celoron has received grant funding in the amount of \$354,220 from the NYS DOS LWRP; and

WHEREAS, the Village of Celoron desires to contract out for the administration of this grant; now, therefore be it

RESOLVED, That the Mayor be and he hereby is authorized to enter into an agreement with the Chautauqua Lake & Watershed Management Alliance, Inc. to provide administration services for CFA #67975 according to the provisions of the attached agreement.

Trustee Moss moved, seconded by Trustee Shanahan to approve the resolution.

Carried: 5 ayes

AGREEMENT

Lucille Ball Memorial Park Improvements – 2013 & 2016 LWRP Grants

This Agreement is made as of May 1, 2016, by and between the following parties:

VILLAGE: VILLAGE OF CELORON
A Municipal Corporation
21 Boulevard Avenue, P.O. Box 577
Celoron, New York 14720-0577
hereinafter called "Village,"

-and-

CONTRACTOR: CHAUTAUQUA LAKE & WATERSHED MANAGEMENT
ALLIANCE. INC.
A Domestic Not-For-Profit Organization
201 West 3rd Street, Suite 115
Jamestown, NY 14701
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the Village of Celoron (Village) has endeavored to make needed improvements to the Lucille Ball Memorial Park (including but not limited to breakwall removal and replacement, and installation of timber boardwalk and kayak/canoe launch) and was successfully awarded a 2013 New York State (NYS) Department of State (DOS) Local Waterfront Revitalization Program (LWRP) grant award under state contract #C1000415 for a total of \$82,845.00 for "Improvements to Lucille Ball Memorial Park" (Project: A); and

WHEREAS, after establishing state contract #C1000415, due to permit requirements and unstable soil conditions, it was determined that project costs far exceeded original estimates; and

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WHEREAS, in order to secure additional needed funding, the Village and the Contractor partnered to submit a 2016 NYS Consolidated Funding Application (CFA) to complete the full project entitled "Lucille Ball Memorial Park Improvements – Phase II Construction" (Project:B) via NYS DOS LWRP; and

WHEREAS, the Village, as the primary grant applicant, recipient, and imminent state contract holder, was selected to receive an additional \$354,220.00 via CFA #67975 to complete Project: A & B which requires a minimum local match of 50% to be provided by the Village and projected to cost in total for both A&B to be \$874,130; and

WHEREAS, CFA #67975 identifies the Contractor as performing grant administration services up to a maximum of \$33,697.10 or 5% of total projected Project: B costs,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services. Village shall reimburse Contractor for grant administration services done by Contractor and its subcontractors to complete the Project: B. Grant administration services will be provided for Project: A and Project: B but Contractor will only be reimbursed for grant administrations services for Project: B. Grant administration services shall include fiscal management; record keeping; preparation of status reports; preparation of project revisions and amendments; compliance with program regulations; preparation of close-out documents and other work required to implement and complete Project: A & B.

2. Payment. Village shall pay Contractor a maximum sum not to exceed Thirty Three Thousand Six Hundred Ninety Seven and 10/100 Dollars (\$33,697.10). The Village agrees to compensate Contractor at the rate of \$40.00 per hour for work performed by Project Manager and \$55.00 per hour for work performed by Executive Director. Contractor will keep careful track of hours spent on Project: A & B business and submit itemized invoices for Project: B related hours to the Village on a monthly basis. Billable hours will include all activities mentioned in Section 1 above, as well as telephone and electronic consultations and travel time to and from meetings. Time will be rounded to the nearest quarter hour. Amount due shall be paid to Contractor within 30 days of receipt of invoice. Payment shall be made upon submission by Contractor to Village of properly itemized invoices in form and content approved by the Village Mayor or duly authorized subordinate and accompanied by such records and documentation as may be reasonably requested by the Village.

3. Term. This Agreement shall commence as of May 1, 2016, and shall terminate December 31, 2018, provided either party can terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party, with accounts to be prorated, adjusted, and settled as of the date of such cancellation or termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

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VILLAGE OF CELORON

BY _____ DATE _____
Scott Schrecengost, Mayor

CHAUTAUQUA LAKE & WATERSHED MANAGEMENT ALLIANCE, INC.

BY _____ DATE _____
Erin Brickley, Executive Director

MAYOR'S COMMENTS:

None

OPPORTUNITY FOR PUBLIC COMMENT:

None

Trustee Keeney motioned to adjourn the meeting. Trustee Moss seconded the motion.

Carried: 5 ayes

The meeting was adjourned at 7:02 p.m.

Shirley A. Sanfilippo, MMC/CMFO
Village Clerk-Treasurer