

Village of Fleischmanns

Board Meeting

March 13, 2017

The Village of Fleischmanns Board of Trustees held their regular Village Board meeting on Monday, March 13, 2017 at the Skene Memorial Library at 6:00 p.m. Present were: Mayor Donald E. Kearney, Deputy Mayor Harriet L. Grossman, Ben Fenton, David Yates. Fred Woller was absent.

Fleischmanns Ball Team

Todd Pascarella and Collin Miller of South Kortright approached the Village Board as to revitalizing the Fleischmanns Ball Team at the Village Park. Discussion was held about needed items such as a back stop, chalk machine, bases & pitching rubber.

BOND RESOLUTION DATED FEBRUARY 21, 2017

A RESOLUTION OF THE VILLAGE OF FLEISCHMANN'S, DELAWARE COUNTY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$110,000 SERIAL BONDS TO FINANCE THE COST OF IMPROVEMENTS TO MAIN STREET, INCLUDING EQUIPMENT, MACHINERY OR APPARATUS REQUIRED IN CONNECTION THEREWITH.

On motion offered by Harriet L. Grossman, seconded by Donald E. Kearney, the following resolution was not adopted by no less than two-thirds of the entire Board of Trustees, in a roll call vote:

BE IT RESOLVED by the Board of Trustees of the Village of Fleischmanns, Delaware County New York (the "Village") as follows:

Section 1. The Village is hereby authorized to undertake the reconstruction and resurfacing of Main Street in the Village with a flexible pavement which will be more durable construction than pavement of sand and gravel, water-bound macadam or penetration process with single-surface treatment, including sidewalks, curbs, gutters, drainage, landscaping, grading or improving the rights of way or the elimination of any grade crossing or improvements in connection therewith (collectively, the "Project") at an estimated maximum cost of \$110,000 and to issue an aggregate \$110,000 in serial bonds pursuant to the provisions of the Local Finance Law to finance the estimated costs of the aforesaid object or purpose.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid object or purpose is \$110,000, said amount is hereby appropriated therefor and the plan for financing thereof shall consist of the issuance of up to \$110,000 serial bonds (the "Bonds") of the Village authorized to be issued pursuant to this bond resolution and the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen (15) years, pursuant to Section 11(a)(19)(c) of the Local Finance Law. The proposed maturity of the Bonds, and any bond anticipation notes issued in anticipation thereof, will not be in excess of five

years measured from the date of the Bonds or from the date of the first bond anticipation note issued in anticipation of the sale of the Bonds, whichever date is earlier.

Section 4. Pursuant to Section 107.00(d)(3) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this bond resolution.

Section 6. Any grant funds received by the Village to fund the purposes described in Section 1 of this bond resolution shall be applied to pay the principal of and interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds or, to the extent obligations shall not have been issued under this bond resolution, to reduce the maximum amount to be borrowed for such purpose.

Section 7. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the real property within the Village without legal or constitutional limitation as to rate or amount. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this bond resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to sell and deliver Bonds providing for substantially level or declining annual debt service, is hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 9. This bond resolution is intended to constitute the declaration of the Village's "official intent" to reimburse the expenditures authorized by this bond resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 10. The validity of the Bonds authorized by this bond resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of this bond resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or
- (c) such obligations are authorized in violation of the provisions of the Constitution of New York.

Section 11. This bond resolution shall be published in full in the official newspaper of the Village, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. The Board of Trustees of the Village hereby determines that the Project is a “Type II Action” under the State Environmental Quality Review Act and the regulations thereunder (“SEQRA”) and no further action or review is required under SEQRA.

Section 13. This bond resolution is not subject to permissive referendum, in accordance with Section 36.00(a)(1) of the Local Finance Law. This resolution shall take effect immediately.

The question of adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

| <u>Name</u> | <u>Vote</u> |
|---------------------|-------------|
| Donald E. Kearney | Aye |
| Harriet L. Grossman | Aye |
| David Yates | Aye |
| Ben Fenton | Nay |
| Fred Woller | Absent |

Motion not carried.

Vouchers/March 2017

Motion made by Ben Fenton to approve the following vouchers for the month of March, 2017: General Fund, Abstract # 17, Voucher # 217 totaling \$9,000.00; General Fund, Abstract # 18, Vouchers # 218 through 245 totaling \$113,229.59; and General Fund, Abstract # 19, Vouchers # 246 through 247 totaling \$8597.84;

STATE OF NEW YORK)
) SS.:
COUNTY OF DELAWARE)

I, the undersigned Clerk of the Village of Fleischmanns, Delaware County, New York (the "Village"), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Board of Trustees of the Village (the "Board of Trustees") held on the 21st day of February, 2017, including the bond resolution contained therein, with the original thereof on file in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that the full Board of Trustees consists of three (3) members; that _____ (__) members of the Board of Trustees were present at such meeting; and that _____ (__) of such members voted in favor of the above Bond Resolution.

I FURTHER CERTIFY that (i) all members of the Board of Trustees had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

I FURTHER CERTIFY that the attached bond resolution is in full force and effect on the date hereof and has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village this ____ day of February, 2017.

Clerk, Village of Fleischmanns
Delaware County, New York

(SEAL)

AGREEMENT
BETWEEN THE VILLAGE OF FLEISCHMANNS, NEW YORK
AND CEDARWOOD ENVIRONMENTAL SERVICES
(Delaware Operations Inc.)
FOR SERVICES AS A CONTRACT WATER TREATMENT PLANT OPERATOR

THIS AGREEMENT made the 20th day of December 2016, by and between the VILLAGE OF FLEISCHMANN'S, NEW YORK, located at 1017 Main Street, PO BOX 339, Fleischmann's, New York 12430, (herein referred to as the Owner), and CEDARWOOD ENVIRONMENTAL SERVICES, having a place of business at 8-12 Dietz Street, Suite 302, Oneonta, New York 13820, (herein referred to as the Operator).

WITNESSETH:

WHEREAS, the Village of Fleischmann's is desirous to contract for operation of their Water Treatment Plant, and to maintain professional administration of the same facility for a period of two (2) years,

AND WHEREAS, the Village is desirous of entering into an agreement for the purchase of services for operator and technical support to complete the agreed upon tasks as they relate to the operation of the Fleischmann's Water Treatment Plant for a period of two (2) years,

AND WHEREAS, Cedarwood Environmental Services has submitted a proposal to the Village for Contract Operation, for engineering support services related to the WTP, supervision, and general administration, the Village now desires to enter into an agreement.

THEREFORE, the Village and the Operator do mutually agree as follows:

- (1) The Operator shall provide the following services to the Village, subject to modification at any time by the Village and the Operator:
 - a. Daily check of water supplies, including all required daily testing, completion of operating reports, collection of routine samples, correspondence with regulatory agencies and any related inspections by regulatory agencies.
 - b. Staff provided by the Operator for the water treatment facility will meet the requirements of the NYSDOH throughout the contract duration. Staff scheduling will be adequate to maintain facility compliance throughout the contract duration. The Owner shall provide the necessary backup operator(s) for the water system (see section 2). The Operator shall pay NYS prevailing wages rates for those tasks identified under the following classifications:
 - Millwright
 - Building – Labor
 - Electrician

- Plumbing
- Painting

- b. The Operator will be available to meet with the Owner on a regular basis to review any operational issues and costs. Operator will present monthly operational report to the Owner.
- c. The Operator will conduct semi-annual flushing of hydrants in the system.
- d. The Operator will, receive prior approval from the Owner, for any operational expenses that exceeds \$250.00, unless required in an emergency situation. In an emergency situation, the Operator shall notify the Owner as soon as possible of the circumstances of the emergency.
- e. The Operator will upon instructions from the Owner turn on or shut off water service to designated properties. The Owner shall provide 24 hour (or next regular business day) notification to operator. Water meter removal/installation and repairs will be billed at the hourly rate set forth in section 4 of this agreement.
- g. The Operator will provide staff to read water meters on a quarterly basis; January, April, July, and October. These readings will be provided to the owner, who will be responsible for quarterly invoicing.

(2) The Owner will be responsible for maintaining and repairing the distribution system. The Operator will be responsible to oversee maintenance and repairs to the distribution system.

(3) The Owner will be responsible for the cost of:

- a. Utilities
- b. Telephone
- c. Alarm System
- d. Testing
- e. Snow removal
- f. Lawn Care
- g. Chemicals
- h. Parts
- i. Supplies
- j. Excavation

(4) Should the Operator be required to provide services beyond the above-mentioned services those services shall be provided with prior authorization from the Owner or in emergency situations and shall be billed at the following rates:

| | |
|---|-------------------|
| Engineering (not related to Operations) | \$120.00 per hour |
| Corporate Management | \$90.00 per hour |
| Operations | \$70.00 per hour |
| Mechanic | \$60.00 per hour* |
| Laborer | \$50.00 per hour* |

*If work is completed under the New York State Prevailing Wage Law, the hourly rate will be the current prevailing wage schedule for the locality where the work is performed.

Cedarwood Environmental Services will make every effort to keep additional costs at a minimum. However, system evaluation is ongoing and village continues to add tasks to the operator. The signing of this contract, producing many unknowns as to equipment and system conditions and needs.

(5) The Village shall pay to the Operator, for the above described services as follows:

| | |
|-----------|-------------|
| 2016-2017 | \$15,375.00 |
| 2017-2018 | \$15,760.00 |

BILLING FOR PERSONNEL SERVICES WILL BE ONE-TWELFTH (1/12) OF TOTAL ANNUAL SERVICE COST PER MONTH. CONTRACT DURATION TO RUN FROM **June 1, 2017 TO May 31, 2019**. PAYMENTS TO BE MADE ON A MONTHLY BASIS ON VILLAGE VOUCHERS; PAYMENTS ARE DUE OPERATOR WITHIN THIRTY [30] DAYS OF INVOICE.

IN WITNESS WHEREOF, the Village of Fleischmanns and the Operator have hereunto set their hands the day and year first above mentioned.

VILLAGE OF FLEISCHMANN'S, NY

CEDARWOOD ENVIRONMENTAL

By: _____
Donald E. Kearney, Mayor

By: _____
Thomas Suozzo, President

Attest: _____

Attest: _____

ATTACHMENT 1

Article 1. **ADDITIONAL SERVICES.** In the event Owner desires additional services to be rendered by Operator in connection with the operation of the Plant, beyond the scope of the services described in this Agreement, Operator agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis. No additional work shall be undertaken by the Operator without prior approval of the Village Board.

Article 2. **CONFLICT OF INTEREST.** Operator stipulates that, upon information and belief, no member of the governing body of Owner, or officer or employee of Owner, forbidden by Law, is interested in, will derive benefit from, or is a party to this Agreement.

Article 3. **PROVISIONS OF LAW.** All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

Article 4. **TERMINATION.**

(a) This agreement may be terminated in whole or in part in writing by the Owner for its convenience, provided that the Operator is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is affected by the Owner, an equitable adjustment in the price provided for in this sub-agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Operator at the time of termination may be adjusted to cover any additional costs to the recipient because of the Operator's default. If termination for default is affected by the Operator, or if termination for convenience is affected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Operator for services rendered and expenses incurred prior to the termination.

(c) Upon termination, the Owner may take over the work and may award another party an agreement to complete the work under this agreement. Any work the Owner takes over for completion will be completed at the Owner's risk and the Owner will hold harmless the Operator from all claims and damages arising out of improper use of the Operator's work.

Article 5. **REMEDIES.** Except as may be otherwise provided in this agreement, all claims, counter-claims, disputes, and other matters in question between the Owner and the Operator arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction

within the State in which the Owner is located. The parties agree that Delaware County shall be the proper venue of any such litigation or arbitration.

Article 6. INSURANCE. The Operator shall obtain and maintain during the life of this contract, at his own expense, such Worker's Compensation, Public Liability and Professional Liability insurance as will adequately protect the Operator from claims which may arise or result from the Operator's performance or by anyone employed by him. The minimum amounts of insurance shall be: (a) Statutory for Worker's Compensation, (b) \$1,000,000/\$2,000,000 Professional Liability coverage (Claims made type) with an appropriate deductible.

Memorial Day Street Fair Request Letter

The following letter was received from Robert Alverson as to the Memorial Day Street Fair:

Dear Mayor & Village Trustees/Board Members

Fleischmanns Memorial Day Street Fair – Sunday May 28, 2017. There is no Rain Date request for this event.

This year at the request of Businesses on Main Street we are trailing a Sunday date for our annual Memorial Day Street Fair. We would like your permission for changing the date from traditional Saturday to Sunday (Memorial Day Weekend). By changing the street fair to a Sunday, we are able to extend the street vendor activity from the Gazebo parking area down through the Fleischmanns business district and culminating at the bridge intersection of Wagner Avenue. This request also asks permission to close off the Main Street and Breezy Hill intersection. Advance notice and traffic right-always will be provided, as well as advance notice to our neighbors who may be affected by temporary closure.

With anticipation of your approval we have gone ahead and have spoken with the Fleischmanns Fire Chief and reviewed our proposed plan. We have agreed to make accommodations to the vendor street layout to allow for emergency access for emergency and fire equipment to Breezy Hill should there be emergency during actual event hours.

The Street proposal for this year would be to close Main Street to vehicular traffic from Bridge Street up through to Upper Wagner Avenue to Main Street Bridge Street from 9 a.m. to 6 p.m. The actual street fair would be advertised to run from 11:00 a.m. to 5:00 p.m. and allow sufficient time for vendor set-ups and take-downs and any residue cleanup required. This request includes the use of the Village parking lots located behind the gazebo and Library. We will look to involve all Village community groups i.e. Skene Memorial Library, Museum of Memories, FAB, Fleischmanns Fire Department, Fleischmanns First, and the Fleischmanns Community Church.

Normal Main Street traffic will be rerouted by diverting traffic to use Upper Wagner Avenue to either Depot or Main Streets. All the residents living in the closed zone and lower areas on Breezy Hill, as well as, emergency services, State Police and the bus company(s) will be notified with rerouting directions as well as the use of street barricades and signage.

Four important issues that we ask the Village consideration are