

Village of Webster
Village Board Meeting
July 23, 2015

Webster Community Meeting Hall
29 South Avenue
Webster, NY 14580

Present: Mayor Cahill, Trustee Balcaen, Trustee Ippolito Jr., Trustee Byerts, Trustee Lancy and Attorney Don White

Public Comments

Peter Elder – 59 Dunning Avenue- Commented to the Board regarding the Call In Session at the end of the Village Board meetings. Mr. Elder would like the rules enforced so each caller would begin by giving his or her name and address. If this is not possible then perhaps the rule should be abolished so everyone is treated the same.

Richard Walter – 20 Elm Street- Commented to the Board regarding the status of the cell tower located on the top of the water towers. He questioned the cell tower contracts.

Mayor Cahill said we did meet with a company in Ontario that erects towers and we did obtain a ball park figure. Mayor also said he is waiting to hear from Dick Metzger of MCWA regarding the cell antennas' currently on the tower and to inquire of their plans are for the smaller tank. The contract states if they do not want to use the tank they have to tear it down at their own expense. We also looked into a couple of national companies who would put up a tower at no cost to the Village but they would receive a significant percent of the revenue received from it.

Mr. Walter asked if FCC approval has been granted to the Village to put up a tower and questioned if the FAA has been contacted.

Mayor Cahill said no we have not looked into that.

Mr. Walter suggested the Board find out if a tower can be erected before researching the cost. He also inquired who would be held liable for a breach in current cell tower contracts if the Village does not put up a tower and MCWA takes down the water tanks.

Eric Reynolds – 64 Kircher Park – Reviewed with the Board and questioned the current value of the well field property. Mr. Reynolds said the actual appraisal is \$1.25 million dollars given the land is vacant and there are no improvements on it. The actual value of the property as it sits was appraised at \$3.3 million dollars with improvements and being used as a well field. Mr. Reynolds suggested that by doing away with the water wells it cost the Village \$2.2 million dollars.

Mayor Cahill said the Industrial Appraisal Company assessed the well field property as not having the open space overlay district on it. The overlay district has hurt the value of the property because it took away the ability of the property to be developed.

Village Board Business

Motion Trustee Lancy and Seconded by Trustee Ippolito to approve the Village Board Workshop minutes of July 7, 2015, all were in favor and carried.

Motion Trustee Byerts and Seconded by Trustee Ippolito to approve the Village Board Meeting minutes of July 9, 2015, Trustee Balcaen – Abstain, Trustee Lancy – Abstain, Mayor Cahill – Aye, motion carried.

Motion Trustee Balcaen and Seconded by Trustee Byerts to accept claims totaling: General - \$68,515.99 and Trust & Agency - \$2,947.16, all were in favor and carried.

Mayor Cahill opened the Public Hearing on Proposed Local Law titled “Amendment to Webster Code §156-15(A) regarding Overnight Parking on Village Streets” at 7:52 pm.

NOTICE IS HEREBY GIVEN that there has been duly introduced at a meeting of the Village Board of Trustees of the Village of Webster held on June 25, 2015, a proposed Local Law No. 2 of 2015 titled “Amendment to Webster Code §156-15(A) regarding Overnight Parking on Village Streets;” and

NOTICE IS FURTHER GIVEN that the Village Board of Trustees of the Village of Webster will conduct a public hearing on the aforesaid proposed Local Law at the Community Meeting Room, 29 South Avenue, Webster, New York on July 23rd, 2015 at 7:45 p.m., or soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed Local Law seeks to amend Webster Village Code §156-15(A) to provide that parking of any vehicle in the streets of the Village of Webster between the hours of 2:00 a.m. and 6:00 a.m. is hereby declared unlawful between November 1 and April 1.

PLEASE TAKE FURTHER NOTICE, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid. Copies of the Local Law described above are on file at the Office of the Village Clerk of the Village of Webster where the same are available for public inspection during regular office hours.

Robert Steinorth – 25 Dunning Avenue- Commented and said he doesn’t know why the Board is considering this. It is ludicrous to pass this resolution because the streets with parking on both sides are too narrow for cars to get by much less for fire trucks. Mr. Steinorth does not want this law to pass.

Patricia Cataldi – 33 Dunning Avenue- Commented and said she doesn’t know why the Board is considering this change. She said if parking is allowed overnight what would the time limit be? A car could stay parked there for weeks and the person would not have to move it. She said the no parking law has been in place for years and she does not want it changed.

Richard Walter – 20 Elm Street – Commented that he does not want overnight parking on the Village streets. He said even the Village parking lots have a time limit of 72 hours. He said he feels parking on the streets would add a safety hazard to the children who are crossing the streets. Mr. Walter does not want this change in the law to pass.

Lynne Barton – 50 Elm Street – Commented and said she is opposed to this change in the law. She said she likes that the police come through the Village in the middle of the night to hand out parking tickets and perhaps they will catch an individual who should not be out there. She feels maybe the police would not patrol the streets as much if parking were allowed. She said because the streets are narrow it could be a safety hazard and she does not want this change in the law to pass.

Peter Elder – 59 Dunning Avenue – Commented and questioned the Mayor for the real reason the issue on parking has come up again. Mr. Elder suggested that the issue is politically motivated.

Mayor Cahill denied the allegation and said he was asked to put this issue on the agenda for discussion of the Board.

Trustee Byerts said that it was he who suggested the change in parking between April 1st through November 1st because he has not seen any other municipality that doesn't permit overnight parking in the summer. Trustee Byerts admitted he made the suggestion, wrote and presented the change to the Board not Mayor Cahill.

Eric Reynolds – 64 Kircher Park – Commented to Mayor Cahill and said Harold Krieger and Nancy Thiest did contribute to your campaign and Mr. Byerts was also part of that campaign so there would be no reason Mr. Byerts could have brought up the issue for Mr. Krieger.

Richard Walter – 20 Elm Street – Commented and suggested other municipalities should follow the Village of Webster's no parking laws.

Nancy Papapanu – 20 Dunning Avenue – Commented and said she believes this is a safety issue and she would not want this change in the parking law.

Wayne Conklin – 36 Kathrene Court – Commented and said he agrees that there should not be overnight parking in the Village of Webster.

Mayor Cahill closed the Public Hearing at 8:09 p.m.

Attorney White said a resolution has not been prepared because it is subject to the SEQOR process for the local law. A public hearing was scheduled but the resolution to adopt was not on the agenda so the issue does not have to be voted on.

The parking law was left unchanged.

The following resolution was offered by Trustee Balcaen and Seconded by Trustee Lancy and moved for its adoption

WHEREAS, the COUNTY has entered into an Agreement with the United States of America, Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program, and

WHEREAS, the MUNICIPALITY and the COUNTY desire to enter into an Agreement that provides for the Main Street Culvert Replacement Phase I in the Village of Webster, (hereinafter referred to as the "Project" and described more fully in the Project Proposal attached to and made a part of this Agreement as Attachment A), and

WHEREAS, the Monroe County Community Development Administration, (hereinafter referred to as "CDA") has approved said Project for implementation, and

WHEREAS, the Monroe County Legislature, by Resolution No. 217 of June 19, 2014 authorizes the Monroe County Executive, or her designee, to execute contracts necessary to accomplish programs in the towns and villages participating in the Monroe County Consolidated Plan Consortium.

NOW, THEREFORE, the COUNTY and the MUNICIPALITY do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

I. SCOPE OF SERVICES

A. The MUNICIPALITY shall provide, or cause to be provided, the following elements necessary to accomplish the Project:

1. Engineering services sufficient to design and inspect all phases of the Project;
2. Design and construction of the Project in accordance with the requirements for architectural specifications for handicapped accessibility stated in the most stringent of the Americans With Disabilities Act of 1990 Guidelines, the Uniform Federal Accessibility Standards, the Federal American National Standards Specifications, and the New York State American Standards Institute Regulations, or such other federal or state standard which provides more stringent standards;
3. Procurement of the construction services and/or materials necessary for the successful completion of the Project. The construction services and /or materials shall be procured in an approved manner and in accordance with the federal administrative requirements of 24 CFR Part 85 and any other applicable federal, state, and other regulations, laws and policies, and as follows:
 - a. the MUNICIPALITY, or its designated Engineer, shall prepare the technical specifications and the contract bid documents together with CDA staff and shall provide the final technical specifications and final contract bid documents to CDA for review before the bid is let;
 - b. the MUNICIPALITY shall utilize a fair and competitive bidding program to

solicit bids to perform the Project; and

c. the MUNICIPALITY shall subsequently award a contract to the construction contractor submitting the lowest responsible bid for the performance of the Project. The MUNICIPALITY shall be the sole owner of the contract.

4. The personnel, skills, expertise and equipment required to successfully complete the Project.

B. Reporting - The MUNICIPALITY:

1. Shall maintain and submit sufficient documentation, at the direction of CDA, to enable reporting, evaluation, and monitoring of the program to verify that the Project is implemented in accordance with all applicable HUD regulations;

2. Shall submit documentation to the COUNTY that identifies project status and accomplishments, to include a copy of the contractor's request for payment that indicates work/services completed by the contractor and verified by the MUNICIPALITY. Each request from the MUNICIPALITY for payment under this Agreement will be submitted on a Monroe County Claim Voucher and will be accompanied by the above referenced documentation:

a. a copy of the contractor's request for payment that indicates materials provided by the contractor and verified by the Municipality; and

b. copies of reasonable and verified expenditures that the Municipality has incurred for labor and equipment usage for the construction of the Project by the Municipality's labor forces.

3. Shall submit to the COUNTY, upon request, documentation verifying that it has complied with the federal administrative requirements for the procurement of construction services and/or materials for the Project as contained in 24 CFR Part 85;

4. Agrees to the monitoring of the program by CDA to verify its reports and to verify that the Project is implemented in accordance with all applicable HUD regulations; and

C. The MUNICIPALITY shall assist CDA in assuring compliance with all county, state and federal requirements. This includes all applicable federal, state and local laws and regulations that pertain to the Project.

II. TERM OF CONTRACT

This Agreement shall commence on August 1, 2015 and terminate on July 31, 2016. The Project shall be completed no later than one year after the execution of this Agreement. The COUNTY reserves the right to cancel any payments to be made under this Agreement for any expenses incurred by the MUNICIPALITY on the Project after July 31, 2016.

III. PAYMENT FOR SERVICES

A. It is agreed that the COUNTY shall expend for this Project, the sum of eligible Project costs, not to exceed the community development grant in the amount of Twenty Seven Thousand Eight Hundred Dollars (\$27,800).

B. Eligible project costs for reimbursement shall consist of reasonable and verified expenditures that the MUNICIPALITY has incurred for materials and labor associated with the installation of the Project by the construction contractor(s) selected by the MUNICIPALITY through the competitive bid process. Such costs shall be verified by the COUNTY. Remittance to the MUNICIPALITY shall be in the form of a check or checks to be issued by the COUNTY. The checks shall be made payable to the MUNICIPALITY and shall be issued upon receipt of a duly executed Monroe County Claim Voucher approved by CDA. Final payment will not be released until the Project has been successfully completed by the MUNICIPALITY and approved by CDA.

C. It is understood that payment shall not be made by the COUNTY for engineering and administrative expenses incurred by the MUNICIPALITY.

D. The MUNICIPALITY agrees to pay all project costs in excess of the community development grant that are necessary for the successful completion of the Project.

IV. COMPLIANCE WITH GRANT AGREEMENT

The MUNICIPALITY agrees to adhere to all terms and conditions applicable to contractors under the grant agreement between the COUNTY and HUD. The MUNICIPALITY further agrees that all activities performed under this Agreement will be performed consistent with the requirements of the Community Development Block Grant Regulations (24 CFR 570).

V. ASSET DISPOSITION

In the event that the MUNICIPALITY will purchase assets with a unit acquisition cost of \$1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, the MUNICIPALITY agrees that the use and disposition of the property will be governed by the property management standards of federal regulation 24 CFR Part 85. Generally, such assets shall be returned or other compensation made, to CDA when the property is no longer needed in the project or program for which it was provided.

VI. DEFAULT AND TERMINATION

A. In accordance with 24 CFR 85.43, the COUNTY may suspend or terminate the work of the MUNICIPALITY in whole or in part under this Agreement whenever the MUNICIPALITY shall default in the performance of this Agreement in accordance with its terms (including in the term "default" any failure by the MUNICIPALITY to make progress in the actual work required with respect to the development of the Project), and shall fail to cure or diligently begin to cure such default within a period of ten (10) days (or such longer time as the COUNTY may allow) after delivery by the COUNTY to the MUNICIPALITY of a notice specifying the default.

B. Termination or suspension shall be effected by a written notice to the MUNICIPALITY and shall be effective immediately. The MUNICIPALITY shall be paid in full for all work performed until the date of termination or suspension provided that the COUNTY may deduct from any funds due to the MUNICIPALITY, any reasonable costs incurred by the COUNTY as a result of the MUNICIPALITY'S default. Default by the MUNICIPALITY may result in the prohibition of the MUNICIPALITY from entering into any future agreements with the COUNTY or from acting as a subgrantee of the COUNTY for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

VII. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

A. Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as set forth fully herein.

B. In addition to Appendix "A", the following shall apply to the referenced sections as follows:

1. Section 3. **INDEMNIFICATION:** The parties understand and agree that this is solely a Project of the MUNICIPALITY. The COUNTY is involved only to assist the MUNICIPALITY to obtain a grant under the COUNTY'S Community Development Block Grant Program. The COUNTY shall neither control nor supervise any portion of the construction herein, nor be involved in any act relating directly or indirectly to the construction of this Project.

2. Section 7. **FEDERAL SINGLE AUDIT ACT:** Of the amount specified in Section III (A) of this Agreement, namely Twenty Seven Thousand Eight Hundred Dollars (\$27,800), one hundred percent (100%) of such amount is being passed through the COUNTY from the United States Government under the following:

Award Name: Community Development Block Grant

Award Number: B-14-UC-36-0002

Award Year: 2014

Name of Federal Agency: U.S. Department of Housing and Urban Development

Catalog of Federal Domestic

Assistance (CFDA) Number: 14.218

The Award is [] is not [X] related to Research and Development.

3. Section 8. **RIGHT TO INSPECT:** Designated representatives of the COUNTY shall include, but not be limited to, HUD.

4. Section 9. **JOB OPENINGS:** As a local MUNICIPALITY within the COUNTY, the MUNICIPALITY shall not be required to give notice where the position is subject to a published civil service list.

5. Section 20. MISCELLANEOUS:

c. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

d. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York, or the Legislature of Monroe County. Notwithstanding the above, nothing contained herein shall prohibit the MUNICIPALITY from developing and forwarding to appropriate officials specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this demonstration program.

e. The MUNICIPALITY agrees that no member, officer or employee of the MUNICIPALITY will have any monetary interest in, or derive monetary benefit directly or indirectly from any ensuing contracts or subcontracts, or proceeds thereof, for work funded under this Agreement.

Tabled - Agenda Item #4 Discussion/ Consideration of Energy Efficiency Program with RG&E/ NYSEG was tabled to the Village Board Workshop on August 4, 2015.

Motion Trustee Byerts and Seconded by Trustee Ippolito Jr. to authorize Mayor Cahill to sign a lease and maintenance agreement with Lineage for the postage meter; all were in favor and carried.

Attorney

No Report.

Office

Review of the June 2015 Financial Statement was tabled to the VBM August 13, 2015 because the Statement of Actual & Estimated Revenue was not included in the packet.

Code Enforcement

Will Barham, Code Enforcement Officer, reviewed with the Board and gave an update on the Building Report for the month of June 2015. He said 104 East Main will be returning to court on September 15, 2015. All we have asked the owner to do is maintain the outside of the property by mowing it. It is in foreclosure but maybe we will hear that someone has made a deal with the Bank or that someone will buy it. Mayor Cahill said from a structural standpoint he believes the foundation of the home needs attention. He suggested that Will Barham take a look at the foundation to see if it

meets code. Will said he could only gain access to the property with permission of the owner and then he would be able to assess the foundation.

Mayor Cahill also questioned the home located at 65 Sherwood Avenue and asked if it is vacant. Will said the house is vacant and has extensive fire damage.

Department of Public Works

Jake Swingly, Superintendent of Public Works, reviewed with the Board and gave an update on Main Street, North Avenue and South Avenue. He said the State DOT has been working with us and has been really great to work with. Updates will be on our website and next week they will be working on South Avenue doing eastside curbing and residents will need to park in the municipal parking lots because access to driveways will be limited for 3 to 4 days. On Tuesday July 28 milling will be done on West Main Street and a small section of East Main Street and he suggested drivers might want to avoid the area on that day. Jake Swingly also said that the DPW crew will be doing gutter work on Fuller Avenue between Dunning Avenue and London in preparation of paving Curtice Park next year. Paving will also be done on sections of Fuller, Harmon and some parts of Barrett Drive.

Call In

Roger Smith – 800 Holt Road – Called in to ask about parking for the Waterfront Arts Festival at North Ponds Park on July 25 and 26, 2015. Mayor Cahill referred him to the Webster Town Hall because they would have the information needed.

Laurie Reynolds – 138 Judson Street – Called in with concerns about the well fields. She said in her opinion the land would be worth more if it is left undisturbed as green space. She said she would like the water sold to a water bottling distributor rather than a developer and then the Village would have an ongoing lucrative income.

Adjournment

Motion Trustee Ippolito and Seconded by Trustee Lancy to adjourn the meeting at 8:37 pm, all were in favor and carried.

Josette Amalfi, Village Clerk

John J. Cahill, Mayor