

Village of Massena
BOARD OF TRUSTEES MEETING
AGENDA

February 23, 2021

5:30 P.M.

- [1] Call to Order / Silence of Electronic Devices / Roll Call
- [2] Approval of Meeting Minutes: July 16, July 22, August 20, 2019
- [3] Report of Officers and Committees
A. Treasurer's Report: Presentation by Carl Seyfarth (Seyfarth & Seyfarth CPA's) on the Village's Financial Statements/Audit Report (FYE 05/31/20)
- B. Committee Reports: Code Enforcement (Carvel/LeBire)
Economic Development Committee (Paquin/LeBire)
Fire Committee (Carvel/LeBire)
Personnel Committee (Winston/Paquin)
Police Committee (Carvel/Paquin)
Recreation Commission (Carvel/Winston)
Street Committee (Winston/LeBire)
Water & Sewer Committee (Winston/LeBire)
- [4] INITIAL PUBLIC COMMENT PERIOD
- [5] Old Business
A. Reappointment: Joe Mittiga (97 Highland Ave.), Village Zoning Board of Appeals
B. Reappointment: John W. C. Meddings, Jr., Joint Recreation Commission
C. Reappointment: Robert VanDusen, Village of Massena Zoning Board of Appeals
D. Reappointment: Robert VanDusen, Chairman, Village of Massena Zoning Board of Appeals
E. Discussion: Office of the Village Mayor Vacancy
- [6] New Business
A. Proposed Resolution: Authorize Village Administrator to Apply for Unclaimed Funds
B. Proposed Resolution: Approve Shared Services Agreement with NYS DOT
C. Discussion: Application for Community Development Block Grant for Housing Rehabilitation
D. Proposed Resolution: Authorizing an MOU with St. Lawrence County Public Health Department for Operation of Point of Dispensing Activities
E. Discussion: BridgeNY Grant Program
F. Authorize Request for Expressions of Interest in Conjunction with the BridgeNY Grant Program
- [7] Voucher Warrants
- [8] Monthly Reports
Massena Volunteer Fire Department Inc. (January 2021)
Massena Perm. Firefighters / Village of Massena Code Enforcement Office (January 2021)
- [9] Communications / Correspondence
Certificate of Recognition, Cynthia J. Swingle, V.M.D.
- [9] CLOSING PUBLIC COMMENT PERIOD
- [10] Adjournment

REMINDER – NEXT MEETING

(Tues.) March 16, 2021, 5:30 p.m.

Village of Massena
 Treasurer's Report
 February 23, 2021

INFORMATION

- You have been provided with the Balance Sheet and Revenue/Expense Actual to Budget comparison reports for January and the January summary follows:

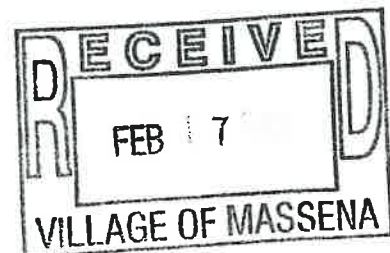
2020/2021	Revenue	% Collected	Expense	% Spent	Net Favorable (Unfavorable)
General Fund	8,870,026	92.58%	7,130,300	72.17%	1,739,726
Refuse Fund	701,565	56.20%	842,606	65.03%	(141,041)
Water fund	1,310,419	63.76%	1,143,136	52.60%	167,283
Sewer Fund	1,039,880	57.78%	1,040,035	54.33%	(156)
Joint Rec	636,376	67.94%	664,884	65.72%	(28,508)
	<u>12,558,266</u>		<u>10,820,962</u>		

- Year-end projections for the above funds have been updated through January. Projection spreadsheets have been distributed to the Mayor and Board as well as Department Managers.
- Quarterly sales tax payment received the first of February from the County was \$492,071 (down \$9,332 from the same period last year). This brings our total for the year to \$1,087,015, or 55% of our budgeted amount of \$1,975,000.
- On February 1st we paid \$66,840 principal payment on the long-term SIB bond for the CWSRF project (Wastewater Plant Improvement and Sewer Line Replacement Project). This is a zero-interest long-term financing that will be paid off in 2049.

ACTION

- Bankruptcy – Discharge of Debt:** Pursuant to a Discharge of Debtor Notice received from US Bankruptcy Court for the Northern District of New York, it has been determined that a total debt of \$192.80 for water/sewer/refuse account #xxx1400 be discharged. Motion by the Board is required.
- Budget Amendments:** The DPW Superintendent is requesting to trade in a loader for a new one and take \$10,000 from the contingency accounts. The following accounts will be affected:

100-1990-400-000-00 lower by \$2,500
 100-5110-200-000-00 increase by \$2,500
 175-1990-400-000-00 lower by \$2,500
 175-8160-200-000-00 increase by \$2,500
 300-1990-400-000-00 lower by \$2,500
 300-8340-200-000-00 increase by \$2,500
 400-1990-400-000-00 lower by \$2,500
 400-8120-200-000-00 increase by \$2,500



7. **Accept Draft Single Audit Report:** Request a motion to accept the draft Single Audit report for the Village of Massena, as presented by Carl Seyfarth this evening, to be finalized and filed with various regulatory agencies.
8. **Adoption of Independent Accountants' Report on Village Justice Court Records:** Accept the report for FYE 5/31/2020, performed by Seyfarth & Seyfarth CPAs. The Village is required to file this report with the Uniform Court System, per Section 2019-a of the Uniform Justice Court Act. (*See separate agenda item below*)
9. **Budget Amendments:** The Fire Department Foreman is requesting to move \$2,000 from the general fund contingency (100-1990-400-000-00) to his equipment account (100-3410-200-000-00) to cover half of the cost to upgrade the lighting at the fire department to LED. The MVFD will cover the other half of the cost.



VILLAGE OF MASSENA

Town Hall Building • 60 Main Street
Massena, New York 13662

PROPOSED RESOLUTION

Authorize Village Administrator to Apply for Unclaimed Funds

BE IT RESOLVED, that the Village of Massena Board of Trustees authorizes Village Administrator, Monique N. Chatland, to apply to the New York State Office of Comptroller Thomas P. DiNapoli's Office of Unclaimed Funds for unclaimed funds on behalf of the Village of Massena.

Dated: February 23, 2021



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PROPOSED RESOLUTION

Approve Shared Services Agreement Between

NYS Department of Transportation & Village of Massena

BE IT RESOLVED that the Village of Massena Board of Trustees hereby approves a four-year Shared Services Agreement dated February 23, 2021, between the New York State Department of Transportation (NYSDOT) and the Village of Massena in the absence of a Governor's Emergency Declaration and/or suspension of Highway Law §55 in accordance with the terms and conditions in said Agreement; and

BE IT FURTHER RESOLVED that Deputy Mayor Matthew J. LeBire is hereby authorized and directed to execute said agreement.

Dated: February 23, 2021

SHARED SERVICES AGREEMENT
Between
NYSDOT and the Village of Massena

THIS AGREEMENT, dated _____, 20__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Village of Massena, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 07

MUNICIPALITY

By: _____ Date: _____
 Resident Engineer St. Lawrence County

By: _____ Date: _____
 Title: _____

NYSDOT – Region 07

By: _____ Date: _____
 Regional Director of Operations



VILLAGE OF MASSENA

Town Hall Building • 60 Main Street
Massena, New York 13662

PROPOSED RESOLUTION

Authorize Memorandum of Understanding with SLC Public Health Department for Operation of Open Point of Dispensing Activities

WHEREAS, in accordance with the State of New York COVID-19 emergency declaration, the County wishes to establish a Point of Dispensing (“POD”) at the facilities of the Village for purposes of dispensing COVID-19 vaccinations (“ the Event”)

WHEREAS, the County requires certain facilities to conduct the Event; and

WHEREAS, the Massena Community Center site has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby the Village will make the Massena Community Center site available to the County for the event.

NOW, THEREFORE, be it known that access is hereby granted to the County, subject to terms and conditions as hereinafter provided, to use the facilities and services of the Massena Community Center as further described in the above reference memorandum of understanding.

NOW THEREFOR BE IT FURTHER RESOLVED, that the Village of Massena Board of Trustees hereby authorizes and directs Deputy Mayor Matthew J. LeBire to execute the Memorandum of Understanding on behalf of the Village of Massena.

Dated: February 23, 2021

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF
MASSENA AND THE ST. LAWRENCE COUNTY PUBLIC HEALTH DEPARTMENT
RE: OPERATION OF OPEN POINT OF DISPENSING ACTIVITIES**

This Memorandum of Understanding, made this 23rd day of February 2021, by and between the Village of Massena, a municipal corporation organized and existing under the laws of the State of New York, and having its principal place of business located at 60 Main Street, (hereinafter referred to as "Village" and St. Lawrence County, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 48 Court Street, Canton, New York hereinafter referred to as "County." The County and the Village may be referred to collectively as "the Parties."

WHEREAS, in accordance with the State of New York COVID-19 emergency declaration, the County wishes to establish a Point of Dispensing ("POD") at the facilities of the Village for purposes of dispensing COVID-19 vaccinations ("the Event"); and

WHEREAS, the County requires certain facilities to conduct the Event; and

WHEREAS, the Massena Community Center site has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby the Village will make the Massena Community Center site available to the County for the Event.

NOW, THEREFORE, be it known that access is hereby granted to the County, subject to the terms and conditions as hereinafter provided, to use the facilities and services of the Massena Community Center as specified thereon.

1. The County may, in the event of a declared public health emergency, utilize the facilities and services of the Massena Community Center to operate the POD. The Village grants the County a revocable license to use said facilities and services.
2. The Village shall provide the facilities and services referenced in this MOU without charge to County.
3. The Village shall supply all ordinary and necessary water, gas, electricity, light, heat, and ordinary janitorial services for the premises. No telephone service shall be provided by the Village to County.
4. County shall be responsible for administering COVID-19 vaccines at the Event and the disposal of any hazardous waste from the Event, at its sole cost and expense. Furthermore, County will be responsible to provide supplies to support on site COVID-19 vaccination ("Vaccination Services"), including vaccine supplies and personal protective equipment (PPE) consisting of surgical and N95 masks, gloves, face shields and other protective equipment as necessary (hereinafter collectively referred to as the "Equipment") at its sole cost and expense for use by County staff or personnel of County who are engaged in performance of this Agreement.
5. County shall provide to the POD the medications, immunizations or biologicals, required paperwork, and related medical supplies that New York State Department of Health or Center for Disease Control make available to local health departments for the specific purpose of delivering medical countermeasures during a public health emergency.
6. The County shall be responsible for the supervision of all of its own personnel and its invitees involved with the Event and agrees to remove any personnel or invitees whose

actions, or failure to act, in the reasonable judgment of County or the Village, are deemed to be detrimental to the Event. For purposes of this Agreement, the term "personnel" shall be defined as officers, employees, agents, contractors, and subcontractors of the County.

7. The Massena Community Center site shall provide all other necessary supporting non-medical materials, such as tables, chairs, and associated equipment in connection with the operation of a POD. These requirements will be finalized by the County and the Village upon activation of the POD based on the needs at the time.
8. The County shall conduct the Event by appointment only, to ensure proper crowd and traffic control both within the premises and upon the roads and parking lots associated with the Massena Community Center.
9. The County agrees that its use of the Massena Community Center facilities under this Permit shall be strictly in accordance with standards set by the State of New York Department of Health for the distribution of COVID-19 vaccinations and that County shall perform said activity pursuant to all guidance, regulations and statutes applicable thereto.
10. County and the Village agree to adhere to follow the State of New York Department of Health COVID-19 prevention strategies as applicable to the Event, available at <https://coronavirus.health.ny.gov/home>, as well as applicable U.S. Centers for Disease Control ("CDC") guidance, available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. County and the Village further agree to regularly consult the New York state and federal guidance and recommendations and to conform their activities to updated guidance and recommendations.
11. The County specifically agrees that this agreement does not create the relationship of landlord and tenant between the Village and the County regarding the use of the Village controlled property to which this agreement relates. The relationship of the County to the Village arising out of this agreement shall be that of licensee.
12. Each party (the "Indemnifying Party") shall defend with competent counsel, indemnify and hold harmless the other party (the "Indemnified Party") and the Indemnified Party's trustees, directors, officers, employees, agents and representatives from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by (i) the Indemnifying Party's breach of its obligations under this MOU, or (ii) the intentional or negligent act or omission of the Indemnifying Party or any of its trustees, directors, officers, employees, agents, representatives or contractors.
13. To the extent reasonably insurable, the Village and the County shall both maintain adequate insurance coverage to cover its indemnity obligations under this MOU.

14. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by certified mail addressed as follows:

TO THE VILLAGE: Village of Massena
Attn: Monique N. Chatland, Village Administrator
60 Main Street, Room 12
Massena, NY 13662

TO THE COUNTY: St. Lawrence County
Attn: Dana Olzenak-McGuire, Public Health Director
48 Court Street
Canton, New York 13617
315-386-2325

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

15. This memorandum of understanding constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.
16. The revocable license hereby granted by the Village to the County shall be effective upon request of the County. The County shall endeavor to provide five days' notice, and the Village shall endeavor to accommodate the County's request. The anticipated start date for these requests will be February 24, 2021. The end date will be based on demand and vaccine availability, but the County anticipates needing the facility until June 30, 2021 at a minimum. The revocable license granted hereunder may be revoked by the Village at any time without cause. Upon revocation of the revocable license hereby granted and notice thereof served either in person or by certified mail, return receipt requested, the County shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the County commenced. Under no circumstances shall the Village be held liable for damages of any kind, either direct or indirect, for termination of this revocable license.
17. **Force Majeure:** A Party shall not be deemed in default of this Agreement, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event.

IN WITNESS WHEREOF, the County has caused this instrument to be sealed and signed by its duly authorized officer, and _____ has caused this instrument to be executed by its duly authorized officer.

VILLAGE OF MASSENA

**ST. LAWRENCE COUNTY
PUBLIC HEALTH DEPARTMENT**

By: _____

By: _____

Title: Deputy Matthew J. LeBire

Title: _____

Date: February 23, 2021

Date: _____

Notary Acknowledgement

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me personally came Matthew J. LeBire, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Notary Acknowledgement

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public