

VILLAGE OF SHERMAN
MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES
Wednesday, March 22nd, 2021 at 6:00pm

The meeting was held remotely via videoconference. Mayor Meeder welcomed everyone and opened the meeting by leading everyone in the pledge of allegiance. Board members Colleen Meeder, Ryan Sanders, Donna Higginbotham, and Dennis Watson, Clerk-Treasurer Jeanette Ramm, Chief Operator Jay Irwin, and resident Gary Emory were in attendance. Trustee Ayers was absent.

BUSINESS:

RES 2021-03-22.1: LOADER BID – COUNTEROFFER

Motion to counter the offer of \$51,600 for the sale of the surplus 2015 Case Loader through Auction International and authorize the mayor to accept the final price of \$60,000.

Moved by Trustee Watson Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.2: AUTHORIZATION TO STANDARDIZE BADGER WATER METERS

WHEREAS, the Village of Sherman is upgrading its water meters to improve water usage monitoring and accuracy; and more efficient data collection; and,

WHEREAS, the meter upgrades will require the removal and replacement of the majority of existing water meters in the Sherman water system; and,

WHEREAS, the Sherman water system already contains several newer Badger water meters; and

WHEREAS, it is critical for system continuity and remote reading capabilities to standardize on a specific make of water meter; and

WHEREAS, the benefit of such standardization is deemed to be in the public interest; and now therefore,

BE IT RESOLVED, that the Village Board of the Village of Sherman authorizes and designates the Badger Recordall Water Meter, as the standardized water meter for the Village of Sherman Water System.

Moved by Trustee Sanders Seconded by Trustee Higginbotham

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.3: BADGER METER DISTRIBUTOR

Motion to recognize Lock City Supply, Inc. as the sole authorized distributor of Badger Meter utility products, including Beacon AMA.

Moved by Trustee Watson Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.4: AMENDMENT TO VDE AGREEMENT

Motion to amend the **2020 Village Designated Engineering (VDE) Term Services** agreement with Barton and Loguidice, to increase the contract by \$2,000; the total compensation shall not exceed \$5,000 in concert with the 2020-2021 budget for general engineering services.

Moved by Trustee Watson Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.5: SOLAR LIBERTY ESCROW AGREEMENT

Motion to approve the Escrow Agreement between the Village of Sherman and Solar Liberty as follows:

WHEREAS, Solar Liberty “Applicant” has submitted an application to the Village of Sherman “Village” for approval of the Village of Sherman Solar Project; and

WHEREAS, the Applicant has offered to reimburse the Village for its out-of-pocket expenses in reviewing and processing the application; and

WHEREAS, the Village has retained special legal counsel and at least one outside engineering firm to assist it in the review of these applications. Both of those firms will be billing the Village on a time and material basis for such services; and

WHEREAS, the Village intends to be Lead Agency for the SEQRA review of the project.

NOW THEREFORE, in consideration of the mutual promises herein, the Village of Sherman and Solar Liberty agree that the terms and conditions of this Agreement are the following:

Solar Liberty shall reimburse the Village, in full, for its reasonable out-of-pocket engineering and legal fees incurred in connection with the review of this project, including but not limited to all services required to process the application, review the project under the Village Law, compliance with SEQRA, and all other approvals required from and agreements with the Village of Sherman. The Applicant shall not be required to reimburse the Village for any legal or engineering fees associated with any litigation related to the project.

1. The Village has designated Barton and Loguidice as the consulting engineers for the Village and has retained Corey A. Auerbach, Esq. of Barclay Damon LLP as special legal counsel (collectively “Professionals”). Applicant agrees the Village may retain additional experts, if necessary, upon notice to the Applicant.
2. Upon execution of this Agreement, the Applicant shall deposit the sum of \$10,000.00 with the Village Clerk who shall hold the funds in escrow to be used to pay the engineering and legal fees incurred in the review of the application.
3. Whenever the balance of the escrow fund falls below \$2,500, Village Clerk shall notify the Applicant of the amount remaining in the account and within fifteen business days of such notification Applicant shall deposit an additional \$5,000, or such other amount as the Village and Applicant shall agree, into the account with the Village Clerk. In the event Applicant fails to replenish the account within thirty business days of being notified, the Village Board may direct the Professionals to cease all work on the project until such payment is received from Applicant.
4. The invoices for engineering and legal services will be submitted to the Village Board, which will review the invoices. Upon approval by the Village Board, the Village Clerk will thereafter be directed to disburse funds from the escrow account to pay the invoices. Copies of all invoices shall be provided to Applicant through its attorney, except for any privileged portions of legal billings.
6. Nothing in this agreement shall obligate the Applicant to contribute more than the amount that would be the maximum amount due under 6 N.Y.C.R.R. § 617.13(c). Any contribution above that amount shall be by mutual Consent of the Village and the Applicant. The failure of the Applicant and the Village to agree on additional payments does not relieve the Village of any obligations it has under applicable law to process the applications in a timely manner.
7. The Professionals retained by the Village to assist it work for the Village and do not have any obligation or fiduciary relationship to the Applicant.

8. The services provided by the Professionals subject to reimbursement hereunder shall be limited to those services reasonably necessary to assist the Village in the processing of these applications in accordance with applicable law, and the completion of any agreements with the Village. The rates charged by the Professionals shall not exceed those rates customary within the community for similar services. Upon their retention by the Village, the Professionals shall provide the Village a good faith estimate of the cost to provide the services to assist the Village in reviewing the project.
9. Upon completion of all the Village's responsibilities with respect to the review of the proposed development, any monies remaining in the escrow account, after paying all outstanding costs, fees and expenses, shall be returned to the Applicant.
10. The Applicant may terminate this agreement upon written notice to the Village. Upon receipt of such notice the Village shall instruct the Professionals to cease all work with respect to the application and the parties agree that in such event the Village's review and processing of the application will be suspended. If the Applicant terminates this agreement, the Applicant shall be responsible to pay all outstanding costs, fees and expenses incurred by the Village up to the date of its receipt of such written notice.
11. Upon request once every sixty (60) days, the Village shall render an accounting of all monies received and expended in connection with the escrow funds and an estimate of all costs, fees and expenses to be expended over the next sixty (60) days.

Moved by Trustee Higginbotham Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.6: ADA COMPLIANCE AND PEDESTRIAN SIGNAL UPDATES

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of ADA Compliance and Pedestrian Signal Upgrades on Various Routes in the Village of Sherman located in Chautauqua County, PIN 5814.48, D264227, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project the work to be done pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the service of life of the relocated and/or replace utilities has not been extended, and

WHEREAS, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the above mentioned project.

NOW, THEREFORE, BE IT RESOLVED that the Village of Sherman approves of the work to be done and the above-mentioned work performed on the project and shown on the contract plans relating to the project and that the Village of Sherman will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED, that the clerk of the Village of Sherman is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York Department of Transportation.

Moved by Trustee Higginbotham Seconded by Trustee Watson

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.7: SL SHERMAN SOLAR SEQRA – LEAD AGENCY

Proposed Action: SL Sherman Project

RESOLUTION DECLARING THE VILLAGE OF SHERMAN ACT AS LEAD AGENCY

WHEREAS, the Solar Liberty Energy Systems, Inc. is proposing the SL Sherman Project (Project), located within the Village of Sherman, Chautauqua County, New York, and partially within the Town of Sherman west of the Village; and

WHEREAS, the Project has been preliminarily classified as a “Type I Action” as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, the Village of Sherman Village Board sent a letter and Part 1 of a Full Environmental Assessment Form (FEAF) to other potentially “Interested Agencies” and “Involved Agencies” (as these terms are defined in the SEQRA Regulations found at 6 NYCRR Part 617.2), indicating the Village’s desire to serve as the “Lead Agency” (as this quoted term is defined in the SEQRA Regulations) and to complete a coordinated review of the Project (in accordance with 6 NYCRR Part 617.6); and

WHEREAS, responses from Interested and Involved Agencies were requested, and each of the potentially Interested and Involved Agencies has agreed to, or raised no objections to, the Village of Sherman Village Board serving as Lead Agency for the Project:

NOW, THEREFORE, BE IT RESOLVED that, the Village of Sherman Village Board hereby establishes itself as Lead Agency for the Project.

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Colleen Meeder, Mayor	<u>Aye</u>
Ryan Sanders, Deputy Mayor	<u>Aye</u>
Donna Higginbotham, Trustee	<u>Aye</u>
Kirk Ayers, Trustee	<u>Absent</u>
Dennis Watson, Trustee	<u>Aye</u>

The foregoing resolution was thereupon declared duly adopted this 22nd day of March, 2021. I hereby certify that this resolution was adopted on March 22nd, 2021 and is recorded in the Meeting Minutes of the Village of Sherman Village Board.

Moved by Trustee Sanders Seconded by Trustee Watson

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.8: APRIL MEETINGS

Motion to move the Regular Board Meeting from April 7th to April 14th, to coincide with the Public Hearing of the 2021-2022 Budget.

Moved by Trustee Higginbotham Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

Motion to enter into Executive Session at 6:18pm to discuss a contractual issue and to take action following the Executive Session.

Moved by Trustee Sanders Seconded by Trustee Watson

Ayes: 4 Nays: 0 Carried

Motion to exit Executive Session and resume the regular meeting at 6:32pm.

Moved by Trustee Watson Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

RES 2021-03-22.9: EIMERS LAND PURCHASE AGREEMENT

Motion to approve the Land Purchase Agreement with Lawrence and Elenore Eimers for \$150,000; for the properties SLB 311.00-2-27 and 311.00-2-6 for approximately 75 acres along Titus Road, and to authorize the Mayor to sign all related documents.

Moved by Trustee Sanders Seconded by Trustee Watson

Ayes: 3 Nays: 1 (Higginbotham) Carried

Motion to adjourn the meeting at 6:35pm.

Moved by Trustee Higginbotham Seconded by Trustee Sanders

Ayes: 4 Nays: 0 Carried

Respectfully submitted

Jeanette Ramm

Clerk-Treasurer

Next Meeting: Wednesday, April 7th, 2021 at 6pm via Zoom