

## Regular Meeting #4

A Meeting of the Mayor and Board of Trustees of the Village of Sloan was held on September 14, 2021, 7:00pm at the Sloan Municipal Building, 425 Reiman Street, Village of Sloan, County of Erie, and State of New York. Meeting called to order at 7:01pm.

Due to Covid-19 pandemic, meeting was not open to the public but video recorded and posted on Facebook Live.

### Pledge of Allegiance

<b>Roll Call:</b>	Mayor Thomas Ferrucci	Present
	Trustee Eric Czubaj	Absent
	Trustee Paula Bruscani	Present
	Trustee Linda Ostempowski	Present
	Trustee Jennifer Kregg	Present

### Approval of Regular Meeting Minutes of August 10, 2021, and Audit Meeting and Work Session Minutes of August 25, 2021 as submitted.

Motion by Trustee Ostempowski, Second by Trustee Kregg

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj Nays: None

### Approval of Abstract 008, vouchers 136 through 160 of the 2021/2022 General Fund Budget for a total payment of \$38,752.33.

Motion by Trustee Ostempowski, Second by Trustee Bruscani

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj Nays: None

### Department Reports

Fire Department- Alan Wieberg: Presentation and review of fire truck replacement, funding options through a Municipal Lease

Highway- Mayor Ferrucci: Leaf machine overhaul, One-year anniversary for Ron Hoelzl

Attorney- James Vallone: Review of Shared Service Agreement with NYS DOT

Youth Recreation- Trustee Bruscani: Splash pad closed for season, day-use fees generated, Halloween scheduled for October 30, 2021 at 6:00pm

### Board Reports

Ostempowski: Veteran's Event, Police Benevolent Memorial Service, LED Christmas tree on order

Bruscani: Thank you to all volunteers for the Veteran's Event and 125<sup>th</sup> Anniversary- \$3,450.00 raised and donated to the Frank L. Gierlach Post

Kregg: Boys and Girls Club opening at Alexander Center

### Fire Hall Requests

Darlene Szarma 9/26/2021

Myracal Bolden 10/3/2021

Micheal Rybicki 10/24/2021

Sue Halper 11/13/2021

Stacy Udrea 11/14/2021

Michelle Sutton 12/11/2021

Paul Zogaria 1/1/2022

Motion by Mayor Ferrucci, Second by Trustee Ostempowski

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj Nays: None

### Piekarski Center Request

Antoinette Caputo 12/24/2021

Motion by Trustee Ostempowski, Second by Trustee Kregg

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj Nays: None

### Obsolete Equipment

Motion by Mayor Ferrucci, Second by Trustee Ostempowski to declare four (4) sets of Fire turn-out gear as obsolete and to dispose of the same (no inventory tag #'s)

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj Nays: None

Resolutions

*2022-12 BENLIC*

WHEREAS, the Village of Sloan, Erie County, has recognized the need to address the issues of distressed, vacant, abandoned, and tax-delinquent properties and is desirous of continuing partnership with BENLIC to address this problem.

NOW, THEREFORE, BE IT

RESOLVED, that Village of Sloan hereby officially requests that BENLIC acquire the following properties: Strawn Lot S.B.L. 113.53-1-14.3, and be it further

RESOLVED, that the Village of Sloan has completed the Acquisition Applications for the properties listed above and has attached the Acquisition Applications to this resolution; and be it further

RESOLVED, that the Village of Sloan agrees to reimburse Erie County for the costs associated with foreclosure of these properties; and be it further

RESOLVED, that the Village of Sloan agrees to maintain each property selected by BENLIC during the time in which BENLIC holds title to the property including removal of motor vehicles upon BENLIC property by use of municipal emergency services (i.e. police and fire department); and be it further

RESOLVED, in the event that after a period of one year from the date of BENLIC acquisition, BENLIC is unable to dispose of vacant lots which do not contain structures and which are identified herein, BENLIC retains option to transfer to the Village of Sloan and the Village of Sloan agrees to accept transfer of title of all non-disposed vacant lots which do not contain structures by quit claim deed; and be it further

RESOLVED, that certified copies of this resolution will be sent to the Executive Director of the Buffalo Erie Niagara Land Improvement Corporation; the Commissioner of the Erie County Department of Environment and Planning; the Director of the City of Buffalo's Office of Strategic Planning; and the mayors of the cities of Lackawanna and Tonawanda.

Motion by Trustee Ostempowski, Second by Mayor Ferrucci

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj

Nays: None

*2022-13 MJ Mechanical Contract*

Motion by Trustee Kregg, Second by Trustee Ostempowski authorizing Mayor Ferrucci to enter into a contract with MJ Mechanical Services, Incorporated for preventative maintenance and service of the HVAC equipment located at the Village Municipal Building, 425 Reiman Street, and the Sloan Fire Hall, 55 Gates Street, for a term of one year beginning October 1, 2020 with automatic annual renewal, for the amount of \$1,192.00.

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj

Nays: None

*2022-14 NYS DOT*

Motion by Mayor Ferrucci, Second by Trustee Bruscani authoring Mayor Ferrucci to enter into a shared service

AGREEMENT, dated September 12, 2021, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Village of Sloan, 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. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.

5. The term of this Agreement shall be for four (4) years from September 12, 2021 to September 12, 2025. 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.

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj

Nays: None

*2022-15 Erie County Grant*

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2021 Budget for the purpose of making a conditional grant to the Village of Sloan (Organization); and WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as Exhibit A ("Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described, and

In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed Fifteen-Thousand Dollars (\$15,000.00), within 30 days of the execution of this Contract.

Motion by Trustee Ostempowski, Second by Trustee Kregg

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj

Nays: None

Adjournment

Motion by Mayor Ferrucci, Second by Trustee Bruscani to adjourn meeting at 7:25pm.

Ayes: Mayor Ferrucci, Trustee Bruscani, Trustee Ostempowski, Trustee Kregg

Absent: Trustee Czubaj

Nays: None

Respectfully Submitted,

Debra M. Smith  
Village Clerk/Treasurer