

REGULAR MEETING, VILLAGE BOARD OF TRUSTEES
MONDAY, NOVEMBER 22, 2010
7:00 P.M.

PRESENT: Mayor Bob Green, Trustees Marc Angelillo, Marty Hubbard, Sue Jones, and Tim Lynn, DMO Bob Lotkowitz, Codes Enforcement Officer (CEO) Jorge Battle, Village Attorney Mike Byrne, Village Historian Pat Blackler

OTHERS	Jessica Soule	Skaneateles JOURNAL (Auburn CITIZEN)
PRESENT:	Carrie Chantler	Skaneateles JOURNAL (Auburn CITIZEN)
	Dave Blackwell	Municipal Board Commissioner
	Ellen Leahy	Skaneateles PRESS

Minutes – Resolution #2010-194: On the motion of Trustee Jones, seconded by Mayor Green, it was resolved and carried (3-0 in favor with Trustees Angelillo and Lynn abstaining from voting as they were not present at the meeting) to approve the minutes of the Moody’s Rating Discussion Meeting and (4-0 in favor with Trustee Lynn abstaining from voting as he was not present at the meeting) to approve the minutes of the Regular Meeting of November 8, 2010 as presented.

Bills – Resolution #2010-195: On the motion of Trustee Jones, seconded by Trustee Hubbard, it was resolved and unanimously carried (5-0 in favor) that bills from Abstract #12 be audited and paid as follows:

General Fund	Vouchers #480 - 514	Checks 12471 - 12505	\$48,362.75
Sewer Fund	Vouchers #132 - 144	Checks 3681 - 3693	\$11,933.46
Water Fund	Vouchers # 92 - 96	Checks 3070 - 3074	\$ 2,436.27
Electric Utility Fund	Vouchers #150 - 164	Checks 4260 - 4275	\$95,925.88

In discussing the bills, DMO Lotkowitz responded to Trustee Lynn that the payment to EJP (Light Dept. check #4262 in the amount of \$33,138.90) is for regular meters and bills relative to completion of the 1st Phase of the AMR project. The payment does not include any of the tower equipment.

Correspondence & Announcements

Mayor Green announced the following:

- Letter & Donation to PB Assoc. from Mary Lee Mueller as her way of “thanks” to Sgt. Stevens for his prompt, courteous, and kind help in retrieving her car keys from her locked vehicle.
- Trustee Jones thanked the Police Department and specifically Officer Taber for his presence when the Skaneateles High School Soccer boys’ bus returned from winning the Class B State Championship.
- The NYS Department of Taxation and Finance Office of Real Property Services 2011 Tentative Special Franchise Assessments and Full Values for NYS Electric & Gas, National Grid, Verizon, and Time Warner.
- Notice of the Central NY Releaf Workshop on December 10, 2010 from 8:30 am to 1:00 p.m. at the NYS DEC Cortland Office Conference Room. In response to Mayor Green, DMO Lotkowitz said he may attend.
- Cornell DesignConnect Project Application. Mayor Green explained that DesignConnect is a community design organization, staffed by Cornell University students, that provides pro-bono design and planning services. They are currently accepting applications for Spring 2011 projects and they welcome ideas that could benefit from their services.
- Chamber of Commerce Annual Holiday Cocktail Party-Wed., Dec. 8, 6-9:00 p.m. at the Sherwood Inn. Reservations and advance payment (\$25/person) are required by December 1st.
- Moody’s Investors Service Rating Update – Mayor Green reported that after the financial review with Moody’s on November 8, 2010, the Village credit rating dropped from Aa3 to A1 mostly because of the decline in fund balance. Atty. Byrne further explained that the Village experienced operating deficits for two years that required using fund balance. In checking with Fiscal Advisors,

we were advised that relative to borrowing, BANs would not likely be impacted by the rating change an A1 is still a strong rating. Should we issue bonds, the Village would most likely receive a bond rate at 20-30 basis points higher.

- A joint meeting of the Village Board, Planning Board, and Zoning Board of Appeals on Saturday, December 4, 2010, 9:00 a.m. at the Village Office to get a consensus relative to the parking moratorium.

Police Activity – Inasmuch as Chief Perkins gave a Police Activity report at the first meeting of the month and could not attend this meeting, there was no report.

AMR Status Report – After distributing copies of his dashboard for the AMR System project, DMO Lotkowitz reported that water meter installations are up to 44% complete with sixty meters being installed in a month which is a record. There are 450 water meters that have a four digit read compared to a six digit – we continue to review the options to determine a fix. Dick Kaulfuss will look at the billing system tomorrow. DMO Lotkowitz said we will continue with water and electric meter installations, as well as resolving the remaining demand meter issues. The VPN will be installed tomorrow and we need additional procedures relative to the back-up system to remote drive and CD. In response to Trustee Angelillo, DMO Lotkowitz said manual readings are still being taken from both the water and electric meters. We are checking the information in the computer from the AMR reads and the numbers are coinciding. Trustee Lynn recalled an October 2011 deadline for a labor force cost savings. DMO Lotkowitz said the Light and Water work force already has been reduced with Line Foreman Murphy and Public Works Maintenance Worker Main taking the early retirement incentive.

Status of UV Project – DMO Lotkowitz distributed his dashboard for the UV Disinfection Project noting that work continued on the specification; he projected that we will have the total specification by next Monday. In response to Mayor Green's suggestion, DMO Lotkowitz will ask S&W to attend the Public Hearing at the December 13 meeting. DMO Lotkowitz said he updated the project schedule and advised that pre-selection bids are due February 4, 2011. Trustee Hubbard noted that the Jordan/Elbridge UV system is still not working.

Codes Enforcement Officer Report – CEO Batlle reported that County Planning finished its review of the Krebs application that will be going to our Boards next. The Lake View House permit has been issued; inspections will be done by an outside agency because of the unusual conditions of the property. The new house on Lakeview Circle has been started on the last vacant lot in the circle. CEO Batlle said we are ready to install the new Building and Code Enforcement software – the Williamson Law Book installers will be here the first week in December. Regarding the Old Stone Mill, CEO Batlle said the permit was reactivated and activity is underway. Jason Slottje, the new owner, is anxious to move forward with all the necessary fixes (i.e. from water damage, etc.).

Village Historian Report – Village Historian Pat Blackler advised that a gingerbread house is going to be displayed here in the Village Office and she has offered to open the building on Sunday so that the house can be brought in and set-up. She announced that Kihm Winship's new book, "Skaneateles: The Character and Characters of a Lakeside Village", will also be displayed at the Village Office for people to know where to purchase. Mrs. Blackler said it is a fantastic book and Mr. Winship is a great researcher.

Damaged POM Parking Meters – This item is to remain on the agenda.

Status of West Lake Street Lights – Mayor Green reported that shades (shields) will be put on the lights to determine if that improves the situation. He added that Mr. Weitsman is against any changes from the CHA plan that was followed. Dave Blackwell said at the last meeting the Board resolved to take two bulbs out and asked if that has been done. Mayor Green said not yet, but we are looking at the lights and want to see how the shades work. Atty. Byrne clarified that there wasn't a resolution relative to taking two bulbs out, but rather a discussion about doing so. The Board will look at the options and decide what to do. This item should remain on the agenda.

Status Report on Orchard Road – DMO Lotkowitz said we are scheduled to replace a section of sanitary sewer pipe on W. Elizabeth St. next week. Relative to the water sample taken from one of the basements, we received the water report from the lab that determined it to be ground water. There was no detectable ammonia so it's not sanitary water. Mayor Green suggested looking at the laterals; DMO Lotkowitz said we are making arrangements to have the laterals TV'd from the sewer main to the four houses (24, 27, 31, and now 26 Orchard Rd. as well). DMO Lotkowitz verified one home sample result was received and he will provide the Board and Atty. Byrne with a copy. He said we are trying to arrange for the lateral inspection and will continue to monitor the situation. Trustee Jones commented that we are taking good steps.

Renewal of Annual Fire Service Contract – This item will be on the Village Board's December 13 meeting agenda.

Authorize Mayor to Sign Sub-Lease Agreement for Austin Pavilion – Mayor Green said the Village entered into an agreement with the Town of Skaneateles in 1992 where the Village leased to the Town certain recreational areas and facilities to be used for Recreation programs and the Town operated the ice rinks. The YMCA recently took over as operator/manager of the Skaneateles Community Center and the sub-lease agreement lists fourteen items that the Town and YMCA agree to. Atty. Byrne said there is no real significance to the Village. **Resolution #2010-196:** On the motion of Trustee Jones, seconded by Trustee Hubbard, it was resolved and unanimously carried (5-0 in favor) to authorize Mayor Green to sign the Sub-Lease Agreement for Austin Arena.

(Insert Sub-Lease Agreement)

Resolution – UV Disinfection SEQR Determination – Atty. Byrne explained that it is appropriate at this time to make a SEQR determination for two reasons: 1) we will be authorizing equipment purchase in December, and 2) Mackenzie Hughes will applying for grant funds for the project. **Resolution #2010-197:** On the motion of Trustee Jones, seconded by Trustee Angelillo, it was resolved and unanimously carried (5-0 in favor) to declare the Village as the lead agency, determine this matter as an unlisted action, approve the EAF form, and make a negative declaration as to any adverse environmental impact. Atty. Byrne asked Clerk Couch to sign the Resolution to certify its adoption, scan it and e-mail to Kara O'Donnell, Town Clerk Aaron, Town Atty. Sardino, along with the Short Environmental Assessment form, and provide him and the Village Board with copies.

(Insert Resolution and Short Environmental Assessment Form)

Authorize Advertising for a Public Hearing on the UV Disinfection Project & Consolidation of Services – **Resolution #2010-198:** On the motion of Trustee Hubbard, seconded by Trustee Jones, it was resolved and unanimously carried (5-0 in favor) to authorize advertising for a Public Hearing on the UV Disinfection Project & Consolidation of Services at the regular Village Board Meeting on Monday, December 13, 2010 at 7:30 p.m.

Resolution Authorizing the Mayor to Enter Into a Grant Application and an Intermunicipal Agreement with the Town of Skaneateles to Consolidate Water Services – Recognizing the importance, Mayor Green read portions of the Resolution authorizing the Mayor to enter into a Grant Application and an Intermunicipal Agreement with the Town of Skaneateles. Atty. Byrne advised that the Intermunicipal Agreement is still in draft form. It was circulated to the Town of Skaneateles today and is very close to what was conceptually discussed with Town Supervisor Roney. The agreement provides for things read in the resolution such as: the Village will submit a joint grant application, bond, finance and pay for the UV Disinfection System, and charge the Town using the same methodology as with CT. Atty. Byrne said the Intermunicipal Agreement will be addressed at the first meeting in December. In response to Trustee Lynn, DMO Lotkowitz said no firm decision has yet been made as how to disassemble the reservoirs. **Resolution #2010-199:** On the motion of Trustee Jones, seconded by Trustee Hubbard, it was resolved and unanimously carried (5-0 in favor) to authorize Mayor Green to

enter into an Intermunicipal Agreement which outlines the terms under which the Village shall provide treated drinking water to the Town. It was further resolved to authorize and direct Mayor Green to file a joint application for funds from NY State as part of the Local Government Efficiency Implementation Grant Program 2010-2011 administered through the NY State Department of State in an amount not to exceed \$400,000.

(Insert Authorizing Resolution)

Resolution Concerning the Skaneateles Community Center – Atty. Byrne said the Resolution recites the history of the relationship between the Village, Town, and Skaneateles Recreational Charitable Trust (SRCT), and documents things that have occurred in the last ten years. The Resolution authorizes the Modification Agreement and the Service Agreement. Atty. Byrne explained that the Modification Agreement terminates the original 1999 Agreement and does away with the original plan. The Village gives up the right to acquire title to the Community Center property and right of the Village to acquire SRCT's Right of First Refusal. The SRCT retains the Right of First Refusal with respect to the possible sale of certain real property adjoining the Community Center, owned by the Skaneateles American Legion Corporation. The Service Agreement provides for certain Village services, such as electric, water, and sewer to the SRCT, as a Village property owner. National Grid is currently the electric service provider for the facility, but this Agreement states the SRCT's right to connect to the Village electric system. The Village will continue to provide snow plowing of the access road, parking lot and rear service road at the Community Center, as well as routine repair and maintenance of the paved surfaces. Atty. Byrne said the Village appropriately provided the same for the Town of Skaneateles. It is now private property, but it was concluded to continue to provide maintenance as long as SRCT is the owner and leases to the YMCA or another non-profit. In response to Trustee Angelillo, Atty. Byrne confirmed that the Service Agreement permits the use of the Community Center parking lot for overflow public parking associated with events in Austin Park. The Town Board approved the Modification Agreement and it is in for approval at the SRCT. Trustee Jones commented that she believes the 1999 Agreement was a good agreement and thinks this is also good now. **Resolution #2010-200:** On the motion of Trustee Jones, seconded by Trustee Angelillo, it was resolved and unanimously carried (5-0 in favor) to approve and adopt the forms of Modification Agreement and Service Agreement as submitted, and authorize the Mayor to execute both documents as provided for through the Resolution Concerning the Skaneateles Community Center.

(Insert Resolution, Modification Agreement, & Service Agreement)

Authorize Mayor to Sign S&W Revised Amendment No. 1-Equipment Procurement, Final Design, Approvals, Bidding and Construction Services for UV Disinfection – **Resolution #2010-201:** On the motion of Trustee Jones, seconded by Trustee Angelillo, it was resolved and unanimously carried (5-0 in favor) to authorize Mayor Green to sign Stearns & Wheler's Revised Amendment No. 1-Equipment Procurement, Final Design, Approvals, Bidding and Construction Services for UV Disinfection.

CHA Proposal – Given that the Board had not had time to review the CHA Work Order for Professional Services Related to the Evaluation of the Village Electric System to Accommodate the Town Community Center Load, this item was tabled. Atty. Byrne and DMO Lotkowitz noted that the Village needs CHA to identify infrastructure upgrades. Trustee Lynn said he also wants to see load calculations and the Tariff – we need to examine everything carefully to do the right thing. We need to be mindful of the community and not subsidize the SRCT. Trustee Angelillo recalled previously discussing a mutually acceptable pay back so that we are not financing the cost of the upgrades for the SRCT. Trustee Hubbard said we need to engage Curt Wilson of Wilson & Wilson to upgrade his 2005 report. Mayor Green asked DMO Lotkowitz to secure a price from Mr. Wilson.

Executive Session Client/Attorney Discussion – **Resolution #2010-202:** At 8:13 p.m., on the motion of Trustee Hubbard, seconded by Trustee Jones, it was resolved and unanimously carried (5-0 in favor) to enter into an Executive Session for a Client/Attorney discussion. **Resolution #2010-203:** On the motion

of Trustee Jones, seconded by Trustee Angelillo, it was resolved and unanimously carried (5-0 in favor) to end the Executive Session and adjourn the meeting at 8:32 p.m.

A handwritten signature in cursive script that reads "Patty Couch".

Patty Couch
Village Clerk/Treasurer

SUB-LEASE AGREEMENT

This Sub-Lease is entered into between the Town of Skaneateles, hereinafter referred to as the “Town”, with its offices located at 24 Jordan Street, Skaneateles, New York 13152 and the YMCA, with its offices located at 27 William St., Auburn, NY 13021, as of the 17th day of November, 2010.

WHEREAS, the Town and Village of Skaneateles (“Village”) entered into an Agreement dated the 16th day of March, 1992, whereby the Village leased to the Town certain recreational areas and facilities to be used for Recreation programs, including Austin Park and the W.G. Allyn Arena, now commonly known as Austin Pavilion, hereinafter referred to as “Allyn Arena”; and

WHEREAS, the YMCA has recently taken over as operator/manager of the Skaneateles Community Center to provide recreation and other programs to the residents of the community and part of the Skaneateles Community Center is the ice rink; and

WHEREAS, for many years, the Town has operated the ice rink at the Skaneateles Community Center and the Allyn Arena in order to better serve the residents and users of ice facilities in the Town; and

WHEREAS, the Town and YMCA believe it is beneficial to town residents for the YMCA to coordinate, schedule, maintain and operate Allyn Arena during the September 2010 to March 2011 time frame so as to provide more reliable and consistent service to the ice users;

NOW, THEREFORE, the Town and YMCA agree as follows:

1. From September 22, 2010 to March 31, 2011, the YMCA shall coordinate, schedule, maintain and keep the Allyn Arena in usable condition for ice rink activities

and its duties shall include laying the ice and maintaining the ice in a reasonable and safe manner throughout the term of this Agreement.

2. All persons associated with the ice rink during the period of this Agreement are employees and/or agents of YMCA and shall be under the direct control and supervision of the YMCA.

3. All revenues and expenses associated with ice rink operations shall be the property of and responsibility of the YMCA throughout the term of this Agreement.

4. The leased premises shall include the entire Allyn Arena building and facilities and equipment and improvements located therein, except for the office area which is used by the Town's Recreation Department.

5. At the termination of this Agreement, the YMCA shall return the Allyn Arena in good condition.

6. During the term of this Agreement, the YMCA agrees to allow the Town to make such necessary repairs to the Allyn Arena building and facilities as the Town deems appropriate, considering public health and safety issues and to ensure that the building is in good working order. Such repairs may include work on the bleachers and ceiling, sound system, speakers, concession equipment, dashboards, Plexiglas and scoreboard.

7. The YMCA agrees to perform all maintenance of the Allyn Arena throughout the period of this Agreement, including snow and ice removal from the sidewalks, ensuring safety of users and spectators at ice rink events, cleanliness and upkeep of all facilities and areas located within Allyn Arena (except the office area), and maintenance, inspection and installation of dashboards and Plexiglas.

8. The YMCA agrees to provide insurance coverage with limits of \$3,000,000 for liability insurance naming the Town and Village as additional insureds on such policy.

9. The YMCA shall pay for utilities during the period of this Agreement within thirty (30) days of being notified of such charges by the Town.

10. The YMCA shall not allow any alcohol or tobacco products to be used, sold or otherwise dispensed at any event at the Allyn Arena without the prior approval of the Town.

11. There shall be no physical alteration of the premises by YMCA and the locker rooms shall be used for their intended purpose and no change in use of the locker rooms is permitted.

12. The terms and conditions of this Agreement may be amended or modified only in writing duly authorized and executed by the Town and YMCA. It may **not** be amended or modified orally between the Town employees and YMCA employees and/or agents or representatives.

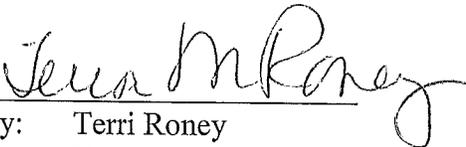
13. In the event that either party to this Agreement discovers or it is made known to such party of any issue with respect to maintenance and/or repairs, then such party shall either remedy the condition within 48 hours of such notice or notify the other party to this Agreement within 24 hours of receiving such notice. In the event that either party fails to perform under this Agreement, then in that event, the exclusive remedy the party that is adversely affected shall have is the right to cancel the contract upon 48 hours notice to the other party. No repairs shall be made to the Allyn Arena by the YMCA

until such time as the Town has been notified of the necessity for the repair and approved the repair.

14. All notices pursuant to this Agreement shall be in writing and directed to the person whose signature appears on this document as representing each party.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this 17th day of November, 2010.

Town of Skaneateles


By: Terri Roney
Town Supervisor

YMCA


By: Kurt Kramer
CEO

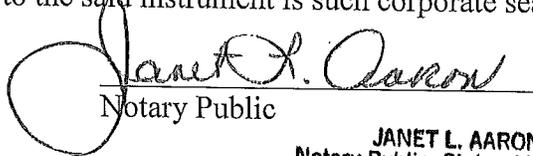
This Sub-Lease Agreement is hereby approved by the Village of Skaneateles.

Village of Skaneateles


By: Robert Green
Village Mayor

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.

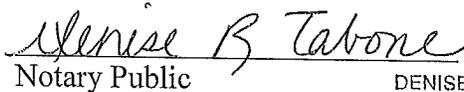
On this 17th day of November, 2010, before me personally came **TERESA M. RONEY**, to me known, who, being duly sworn, did depose and say that she is the Supervisor of the Town of Skaneateles, the Municipal Corporation described in and which executed the above instrument; and that she is duly authorized to execute the above instrument on behalf of said Corporation; that she knows the seal of said Corporation and that the seal affixed to the said instrument is such corporate seal.


Notary Public

JANET L. AARON
Notary Public, State of New York
Qual. in Onon. Co. No. 01AA4924565
My Commission Expires May 23, 2014

STATE OF NEW YORK)
COUNTY OF CAYUGA) ss.:

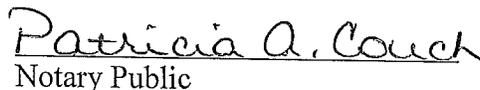
On this 17th day of November, 2010, before me personally came **Kurt Kramer**, to me known, who, being duly sworn, did depose and say that he resides at 59 Willowbrook Drive in the Town of Owasco, County of Cayuga and State of New York; that he is the CEO of the Auburn YMCA-WEIU described in and which executed the above instrument; and that he is duly authorized to execute the above instrument on behalf of said Corporation; that he knows the seal of said Corporation and that the seal affixed to the said instrument is such corporate seal.


Notary Public

DENISE R. TABONE
Notary Public in the State of New York
Qualified in Cayuga Co. No. 01TA6034787
My Commission Expires 12/20/13

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.

On this 22nd day of November, 2010, before me personally came **ROBERT GREEN**, to me known, who, being duly sworn, did depose and say that he is the Mayor of the Village of Skaneateles, the Municipal Corporation described in and which executed the above instrument; and that he is duly authorized to execute the above instrument on behalf of said Corporation; that he knows the seal of said Corporation and that the seal affixed to the said instrument is such corporate seal.


Notary Public

PATRICIA A. COUCH
Notary Public, State of New York
Qualified in Onondaga County
No. 01-C05003259
Commission Expires Oct. 19, 2014

RESOLUTION

SEQR DETERMINATION FOR ULTRA-VIOLET DISINFECTION SYSTEM

WHEREAS, the Village operates a drinking water treatment and storage facility under approvals granted by the Onondaga County Health Department, at a location on East Street in the Village of Skaneateles, and

WHEREAS, on January 5, 2006, the United States Environmental Protection Agency (“EPA”) promulgated a “Long Term 2 Enhanced Surface Water Treatment Rule” (the “Treatment Rule”) which requires all unfiltered water distribution systems, which have been granted filtration waivers, to add an additional treatment barrier for Cryptosporidium; and

WHEREAS, the Village was granted a filtration waiver for its water treatment and distribution system, and is therefore required to comply with the Treatment Rule by adding an additional treatment barrier for Cryptosporidium; and

WHEREAS, in conformance with the Treatment Rule, the additional treatment must be on-line and operational by March 30, 2012; and

WHEREAS, after much study and consultation with experts, the Village has determined that the most appropriate and cost effective treatment for Cryptosporidium, in compliance with the Treatment Rule, would be in the installation of an ultra-violet disinfection system; and

WHEREAS, the Village is now in the process of completing design documents, cost estimates and bidding documents for such a project; and

WHEREAS, it is now appropriate that the Village consider the environmental impact associated with the addition of an ultra-violet disinfection system to its water treatment and distribution system,

NOW, THEREFORE, the Trustees of the Village of Skaneateles adopt the following resolutions:

RESOLVED, that the Village declares the Village Board of Trustees to be the lead agency for purposes of making a SEQR determination; and it is further

RESOLVED, that a coordinated review is not required, and it is further

RESOLVED, that the proposed addition of an ultra-violet disinfection treatment system constitutes an unlisted action; and it is further

RESOLVED, that the Trustees approve the short environmental assessment form attached to this Resolution; and it is further

RESOLVED, that the Trustees have determined that the proposed project will not result in any significant adverse environmental impact.

Adopted this 22nd day of November, 2010.

Motion by: Trustee Jones, Second by Trustee Angelillo
Voting in favor: Trustees Angelillo, Hubbard, Jones, & Lynn, Mayor Green
Voting in Opposition: Trustees

Certified this 22nd day of November, 2010 by:

Patricia Couch
Patricia Couch, Village Clerk

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Village of Skaneateles	2. PROJECT NAME Drinking Water Treatment Project
3. PROJECT LOCATION: Municipality East Street, Village of Skaneateles County Onondaga	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Village water treatment and storage facilities, located at East Street, Village of Skaneateles.	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Modification of existing water treatment system to add ultra-violet disinfection treatment for cryptosporidium, as required by U.S. E.P.A. Long Term 2 Enhanced Surface Water Treatment Rule.	
7. AMOUNT OF LAND AFFECTED: Initially _____ acres Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input checked="" type="checkbox"/> Other Describe: Municipal water treatment and storage.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Permit approved from Onondaga County Department of Health and U.S. E.P.A. possible grant funding from New York State.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Existing treatment facilities are permitted by Onondaga County Department of Health.	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: Village of Skaneateles Date: 11/22/2010 Signature: <i>Robert C. Green Jr.</i>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
 No

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination

Village of Skaneateles 11/22/2010

Name of Lead Agency Date

Robert A. Green, Jr. Mayor

Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

X *Robert A. Green, Jr.* *Michael...* Village Attorney

Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from responsible officer)

Reset

**VILLAGE OF SKANEATELES
BOARD
AUTHORIZING RESOLUTION**

RESOLUTION OF THE VILLAGE OF SKANEATELES BOARD (THE "VILLAGE") AUTHORIZING THE MAYOR TO ENTER INTO A GRANT APPLICATION AND AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SKANEATELES (THE "TOWN") TO CONSOLIDATE WATER SERVICES

WHEREAS, the Village is under federal mandate to treat the drinking water it distributes;

WHEREAS, the Village agrees to consolidate drinking water treatment services with the Town by retrofitting an existing water distribution facility to provide ultraviolet disinfection and chlorination, making water tank upgrades and certain infrastructure modifications to the Town transmission system which include installation of piping, valves and a water meter to facilitate this functional consolidation of services;

WHEREAS, the Village currently receives water from Skaneateles Lake and distributes it to Village residents and the Town;

WHEREAS, once the infrastructure modifications are complete, the Town shall cease using their (2) reservoirs and providing chlorination and instead will consolidate their operations with the Village;

WHEREAS, the Town agrees that the Village shall provide treated drinking water to residents in the Village and residents in the Town pursuant to the terms of an Intermunicipal Agreement to be executed between the Village and the Town;

WHEREAS, upon completion of the project, the Village shall solely operate and maintain the drinking water treatment facility;

WHEREAS, the operation and maintenance of the retrofitted drinking water treatment facility, water chlorination and installation of piping, valves and a water meter constitute a functional consolidation of services;

WHEREAS, the above-referenced consolidation of water treatment and transmission services is being undertaken to reduce taxpayer cost; improve operational efficiency of water services; and improve safety of the drinking water provided to Village and Town users;

WHEREAS, the Village will be designated lead agency for the retrofit of the proposed drinking water treatment facility and shall classify the project as an Unlisted Action with a negative declaration in accordance with the State Environmental Quality Review Act (SEQRA);

WHEREAS, the Town has been designated lead agency to make infrastructure improvements to the Town distribution system and has classified the project as an Unlisted Action with a negative declaration in accordance with the State Environmental Quality Review Act (SEQRA);

WHEREAS, the Village and the Town have taken preliminary steps toward total consolidation of water services by purchasing the same water meters, remote meter reading equipment and software to read water meters;

WHEREAS, the Town agrees to investigate the further complete consolidation of water services through a unified system of billing;

WHEREAS, for the purposes of consolidating water treatment and transmission services, the Village, as lead applicant, shall submit a joint grant application on behalf of the Village in an amount not to exceed \$400,000 for the 2010 New York State Efficiency Implementation Grant Program, to retrofit the existing drinking water distribution facility, to make water tank upgrades and certain infrastructure modifications to the Town system in an effort to consolidate drinking water treatment services and the professional fees associated with the same;

WHEREAS, the Village authorizes Robert A. Green, Mayor of the Village to execute all financial and/or administrative processes relating to the grant program; and

WHEREAS, if the grant is awarded, the Village as lead applicant agrees to pay the required municipal 10% cash match, in an amount not to exceed \$40,000, which amount shall be secured through a bond anticipation note by the Village.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Village of Skaneateles, Robert A. Green, is authorized to enter into an Intermunicipal Agreement which outlines the terms under which the Village shall provide treated drinking water to the Town.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Mayor of the Village of Skaneateles, Robert A. Green, is hereby authorized and directed to file a joint application for funds from New York State as part of the Local Government Efficiency Implementation Grant Program 2010-2011 administered through the New York State Department of State in an amount not to exceed \$400,000.

I, Patricia Couch, Clerk of the Village of Skaneateles, New York, do hereby attest that the following resolution was adopted at a regular meeting of the Village of Skaneateles Board held on November 22, 2010.

Patricia A. Couch
Patricia A. Couch, Clerk /Treasurer

November 22, 2010
Date

Village of Skaneateles Seal

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
VILLAGE OF SKANEATELES**

CONCERNING THE SKANEATELES COMMUNITY CENTER

Background

In 1999, during the planning and fund raising for the development of the Skaneateles Community Center, the Village, Town and Skaneateles Recreational Charitable Trust (“SRCT”) entered into an Agreement (the “1999 Agreement”) which provided for the ultimate ownership and operation of the Community Center. Pursuant to that Agreement, the parties agreed that the facility would be leased by SRCT to the Village, and subleased to the Town, to be operated by the Town as a community recreation facility. The 1999 Agreement further provided that, within five years of its commencement of operations, the ownership of the Community Center would be transferred from SRCT to the Village. In such event, the property would be leased by the Village to the Town and would continue to be operated by the Town as a community recreation facility.

The Community Center first opened to the public in early 2001. During the first few years of its operation, two things became clear: first, a significant amount of tax dollars were required each year in order to offset revenue shortfalls. In time, that shortfall grew to exceed \$200,000 per year and was borne by Town taxpayers. Second, it became clear that the level of taxpayer support required to operate the facility made it difficult to establish adequate capital reserves for repairs and replacements when they were needed.

After five years of operation, the SRCT, Village and Town convened a committee to examine the future operation of the facility as a publicly owned and operated recreational facility. Among the options considered by that committee was the possibility of terminating the Town’s operation of the facility as a tax supported enterprise, and substituting the Auburn YMCA as a contract operator. The examination undertaken by that committee in 2006 did not result in any immediate change in the ownership or management of the Community Center.

During the next several years, the Community Center continued to operate at a loss, requiring significant contributions of taxpayer dollars. In 2009, the Village became convinced that public ownership and operation of the Community Center was no longer financially viable. On July 27, 2009, the Village Board of Trustees adopted a policy statement which recited, among other provisions, the Trustees belief that the Village should not be the ultimate owner of the facility and that it could best be operated successfully by a private, not-for-profit entity.

In 2010, the Town Board determined that it would terminate its lease and operation of the Community Center effective as of July 31, 2010.

SRCT then entered into a management contract with the Auburn YMCA, which commenced operation of the facility on August 1, 2010.

It is now necessary and appropriate that the 1999 Agreement, between SRCT, the Village and the Town, be formally terminated. A Modification Agreement has been circulated to the parties and is now before the Village Trustees for consideration and approval.

At the same time, the SRCT, which has agreed to retain ownership of the Community Center, has requested that the Village enter into an agreement with SRCT to acknowledge those services to which SRCT would be entitled as a Village property owner. In that regard, a proposed form of Service Agreement has been circulated and is now before the Village Trustees for their consideration and approval. In addition to reciting those services to which the Community Center is entitled, the Service Agreement would also provide that the Village will continue to provide snow plowing and certain maintenance of the access road and parking lot, in consideration of the SRCT retaining ownership of the property and making its parking lot available to the Village for overflow public parking.

Findings

By reason of the significant operating losses sustained by the facility during its first ten years of operation, and considering the inability to develop sufficient capital reserves for needed repairs and replacements, and considering the Town's determination to end its operation of the facility, and considering the Village's previously stated determination that it should not become the ultimate owner of the Community Center,

NOW, THEREFORE, the Trustees do hereby approve and adopt the forms of Modification Agreement and Service Agreement as submitted to them, and authorize the Mayor to execute both documents.

APPROVED: by motion made this 22nd day of November, 2010.

Motion by Trustee: Sue Jones

Seconded by Trustee: Marc Angelillo

Voting in Favor: Mayor Green, Trustees Angelillo, Hubbard, Jones, & Lynn

Voting in Opposition: -0-

Certification

The foregoing Resolution was adopted the 22nd day of November, 2010.

Patricia Couch
Patricia Couch, Village Clerk

RESOLUTION

WHEREAS, the Skaneateles Recreational Charitable Trust (hereinafter, "SRCT") entered into an agreement on October 11, 1999 (hereinafter, "Agreement") with The Village of Skaneateles, a municipal corporation formed under the laws of the State of New York (hereinafter, "Village"), and the Town of Skaneateles, a municipal corporation formed under the laws of the State of New York (hereinafter, "Town") for the purpose of purchasing approximately nineteen (19) acres of land (+-) in the Town of Skaneateles, New York (hereinafter, "Premises") owned by the Skaneateles American Legion Post (hereinafter, "Legion") to construct recreational facilities on a portion of the Premises; and

WHEREAS, the sale of the Premises by the Legion to SRCT was contingent upon annexation and subdivision approval from the Village of approximately twenty-six (26) acres of land (+-) owned by the Legion into the Village; and

WHEREAS, the Village approved the annexation and subdivision of the Premises and SRCT purchased the Premises from the Legion according to the terms of an Option Contract entered into by and between the Legion and SRCT; and

WHEREAS, SRCT constructed buildings and improvements thereupon the Premises, commonly known as the Skaneateles Community Center; and

WHEREAS, the Agreement required SRCT to convey the Premises in perpetuity to the Village, to become part of the property owned by the Village known as Austin Park and to further convey a certain right of first refusal contained in the Option Contract with the Legion; and

WHEREAS, the Agreement provided that SRCT enter into a Lease Agreement with the Village, and for the Village to enter into a Sub-Lease Agreement with the Town for use of the Premises; and

WHEREAS, SRCT, the Village and the Town no longer wish to move forward with plans to transfer the Premises to the Village, or to request the Village or Town to lease or operate the Skaneateles Community Center; and

WHEREAS, SRCT has, via lawful vote of its Board of Trustees, determined that it shall remain the owner of the Premises, and therefore remain an ongoing entity for the purposes of carrying out its stated mission into the foreseeable future; and

WHEREAS, SRCT, in furtherance of forwarding its stated mission entered into a Management Agreement with the Auburn YMCA-WEIU, as Manager of the Community Center to clarify the roles, obligations and responsibilities of each party; and

WHEREAS, SRCT, the Village and the Town now request a final modification to the October 11, 1999 Agreement for the purposes of giving effect to the above, including specifically: terminating the right(s) of the Village to acquire title to the Premises; terminating the Village's right(s) to acquire SRCT's right of first refusal as to additional real property owned by the American Legion; terminating the leasehold agreements between SRCT, the Village and the Town; and to acknowledge SRCT as the owner of the Premises with full right and authority to enter into management contracts and such other agreements as it may deem advisable; and

WHEREAS, SRCT also seeks to confirm certain services being provided by the Village of Skaneateles in furtherance of the upkeep, maintenance and provision of utilities to the Premises and the improvements thereupon.

NOW, THEREFORE, BE IT RESOLVED by the Trustees that a final Modification Agreement to the October 11, 1999 Agreement between SRCT, the Village and the Town is hereby annexed hereto and is herein incorporated by reference, and said agreement is hereby deemed approved as to form and substance by this Board of Trustees, as annexed.

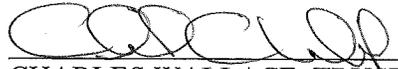
BE IT FURTHER RESOLVED, by the Trustees that a final and binding Service Agreement between SRCT and the Village of Skaneateles is hereby annexed hereto and is herein incorporated by reference, and said agreement is approved as to form and substance by this Board of Trustees, as annexed.

BE IT FURTHER RESOLVED, that Charles Wallace, as Trustee of SRCT, is hereby authorized to execute the Modification Agreement, the Service Agreement and any and all related documents on behalf of SRCT without further act of this body.

Approved, Adopted and Effective this 23rd day of NOVEMBER, 2010.

SKANEATELES RECREATIONAL
CHARITABLE TRUST

By:



CHARLES WALLACE, TRUSTEE

ATTEST:



SUSAN H. DOVE, SECRETARY, SRCT
Print Name and Title



ROBERT A. GREEN JR. MAYOR
Print Name and Title