

At a special meeting to discuss The
Mill Park Project, held on
February 19, 2020, at 9:00AM at
343 West Main Street,
the following were present:

Archie McKee	Deputy Mayor
Matthew Boyea	Trustee
Norman Bonner	Trustee
Brian Langdon	Trustee
Christian Fout	DANC

Also, in Attendance:

Kristine Lashway, Village Treasurer
Rebahka Scaccia, Code Clerk
Melissa McManus, Grant Administrator, Via Phone
EJ Conzola, Malone Telegram

Meeting called to order by Deputy Mayor McKee at 9:10AM.

Discussion of Current Progress of Grant Project

DANC Representative, Christian Fout began the discussion concerning the decisions needing to be made on whether to continue the project with the current contractor from Northroute Development Corp. or to terminate the current contract and hire a new contractor.

- Current Contractor has proven himself to be irresponsible and unresponsive to DANC's phone calls and emails.
- Current Contractor has been unable to manage his funding to meet the demands of the project.
- Even if requested funds were to be remitted to the contractor it would not be enough to complete the project requirements by the March 31st deadline.
- Original Contract called for a November 8, 2019 project completion date. Deadline expired with project incomplete.
- A letter was remitted to the contractor granting an extension to have the project completed by January 10, 2020. The deadline has passed, and the project remains incomplete.
- Department of Labor has raised questions about Contractor; has asked the Village to keep them apprised of any payments being issued. No formal letter to withhold payment.

A decision must be made quickly due to the pending expiration of the Grant Funding; deadline set for March 31, 2020. This funding originated in 2014, when first awarded. There have already been three extensions granted by the Department of State. These extensions were due to:

- Project stalling due to lack of contractor response
- Demolition that needed to be done on site
- The village waiting to hear from the DOS per their application for a M/WBE Waiver and if it had been approved. (DOS requires a 20% M/WBE participation; the Village had only 17% so a waiver request was submitted; due diligence on behalf of the Village was demonstrated)

DOS has made it clear that they will not grant any further extensions. All invoices associated with the Mill Park Project must be dated no later than March 31, 2020, to be eligible for reimbursement by DOS through the Grant.

Original Grant was for \$175,000. This grant was part of a larger grant received by Clinton County and then split between Clinton County, Tupper Lake and the Village of Malone. Neither Clinton County nor Tupper Lake followed through on the grant they received, being unable to comply with the M/WBE participation requirements. Therefore, DOS has stated that additional funds from the original grant can be allotted to the Village of Malone by way of an Amendment Submission to the Department of State, requesting to shift funds from the original, larger grant to the Village's grant allotment.

Amendment 1 – Approval to Amend Current Contract with the Development Association of the North Country:

DANC Rep. Fout asked the Village Board members to approve DANC's submission of Amendment 1 to the original Technical Services Agreement contract, entered on March 26, 2018. The Amendment calls for an amount of \$3,000 to be added to the originally agreed upon amount of \$15,000, bringing the Amended amount to \$18,000.

Discussion:

Deputy McKee inquired as to why DANC was seeking additional funds if there was no new work to be done, only the acquiring of additional vendors. Shouldn't any additional costs be the part of the originally agreed upon contract, and the possibility of delays and additional time invested have been factored into the original proposal, and not passed on to the Village?

DANC Rep. Fout noted that the Village was already over budget on the project due to the numerous delays, contractor issues and coordination of the project. He further noted that DANC was having to assume additional duties, equivalent of assuming the supervisory role in the project, in order to ferry it to completion.

DANC Rep. Fout further reminded the Village Board that all costs, over the original grant amount, would be covered by the Department of State (through the Amendment Submission). Reimbursement would take up to 18 months, but the Village was ultimately not going to be paying any of the costs associated with the project.

Upon the motion of Trustee Bonner with a second by Trustee Boyea and unanimously carried to approve Amendment 1 – To the Development Authority of the North Country's Technical Services Agreement.

Introduction of and Conversation with Melissa McManus – Grant Administrator

DANC Representative Fout has been in constant contact with Melissa McManus, Grant Administrator on this project. She is the full time Director of Community Development for the Village of Tupper Lake. She has been a part of these grant proceedings from the beginning. Ms. McManus has been kept apprised of all happenings and joined the meeting via telephone to address questions from Village Board Members. Ms. McManus is confident that the DOS will cover all additional expenditures that result from this project, by way of the amendment submission. Although it is a lengthy process and paperwork heavy, it is a common procedure in construction grants to shift funds to other categories.

If the Village is insistent on attempting to secure yet another extension on the grant, Ms. McManus advised the Board to work with DANC Representative Fout in drafting a detailed email as to how long an extension is being requested and exactly what steps were to be taken to ensure a timely completion of the project. She will then forward the email to DOS Project Manager, Barbara Kendall. Ms. McManus noted it would be unlikely that the DOS would respond to the email extension request by the March 31, 2020 deadline. She suggested the Village work diligently to complete the project on schedule.

Deputy McKee agreed that the Village would continue to move forward to complete the project by the current deadline.

Since ATL (Atlanta Testing Laboratories) has regularly been testing the quality and stability of all concrete that has been poured to date in this project and Rep. Fout has maintained regular inspections of the progress, Ms. McManus believes the Village has shown above average due diligence to insure a quality outcome with this project.

Ms. McManus further reminded the Village Board that all invoices must be dated no later than March 31, 2020, to qualify for reimbursement. There is some leeway in when pictures of the final project had to be submitted. DOS understands the weather restrictions the North Country faces and is pliable in that phase of reporting.

Village Trustees inquired as to the possibility of having DPW laborers complete the project and submitting for their salary costs. Ms. McManus stated that DOS grant funds cannot typically be used to cover in-kind services and she would caution making the request considering the Village had already received a M/WBE Waiver. If the Village decides to pursue the hiring of a new contractor, Ms. McManus suggests reaching out to M/WBE contractors first, to again show due diligence, and should they decline to then move forward in hiring a new contractor.

DANC Rep. Fout agreed to compile a detailed list of all remaining tasks to be completed and meet on-site with perspective contractors, if desired, in order to move the process forward.

The call with Ms. McManus ended and the discussion of further actionable steps to be taken continued.

DANC Representative Fout presented the current budgeted totals for the project, totaling \$204,600.30, an overage of \$29,600.30. This total **Does Not** include the fees associated with a new contractor (which could be up to \$20,000 additional), the cost to install a control panel to power the lampposts (originally scheduled and budgeted to be completed in phase two of this project), and the addition of more handrails to cover those on the neighboring property on Duane St. All of which will be covered by the grant. The notice of Breach of Contract for Northroute Development Corp. had been sent to the Village attorney, Kevin Nichols, for approval.

Question raised to verify if legal fees could be submitted to DOS for reimbursement. DANC Representative Fout will confer with Grant Administrator McManus.

Decision to VOID Current Contract with Northroute Development Corp.:

Upon the motion of Trustee Bonner with a second by Trustee Boyea and unanimously carried to approve the action to void the current contract with Northroute Development Corp and send the letter attesting to such action, with prior approval of Village Attorney Kevin Nichols.

Approval of the remaining request for payment from Northroute Development Corp. to be decided at the February 24th Village Board Meeting, not be transmitted until they have vacated the work site.

Approval to Purchase Remaining Materials and Equipment:

Upon the motion of Trustee Boyea with a second by Trustee Bonner and unanimously carried to approve the purchase of all remaining materials and equipment necessary to complete the Mill Park Project, once the contract Termination Letter has been sent.

Trustee Langdon voiced concern over the continual issues arising each time the Village undertakes one of these smaller grant projects. Trustee Bonner agreed that moving forward the Village may choose to look more carefully at the risk versus reward of applying for these smaller grants.

DANC Representative Fout to confer with Watson Electric to obtain a quote on securing an additional control panel to power the light poles; Reach out to Raulli & Sons, Inc. to obtain quote on increasing order for the handrails.

Adjournment:

Upon the motion of Trustee Bonner to adjourn the meeting at 10:34 AM.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Rebahka Scaccia".

Rebahka Scaccia, Clerk