

**REGULAR MONTHLY MEETING
TOWN BOARD OF THE TOWN OF LIBERTY
JANUARY 20, 2009**

At the Town Board Meeting of the Town Board of the Town of Liberty held at 7:00 p.m. at Town Hall, 120 North Main Street, Liberty, New York, the following Town Board Members present:

Supervisor John Schmidt
Councilperson Lynn Killian
Councilperson Clarence Barber

Absent:

Councilperson Maurice Gerry
Councilperson Thomas Hasbrouck

Recording Secretary: Town Clerk Laurie Dutcher

Also present:

Financial Director Earl Bertsch
Code Enforcement Officer Mark VanEtten
Deputy Town Clerk Sara Sprague
Assistant Town Attorney Walter Garigliano
Confidential Secretary Maureen Barber

After the Pledge of Allegiance, Supervisor Schmidt called the meeting to order at 7:00 p.m.

Public Participation

John Wombacher of Walnut Mt. Rd. advised the board that he was there to make a complaint against Larry Wilson's dogs. He advised that the dogs bark continually and that there residence is not zoned for kennels.

Dog Control Officer Joanne Gerow advised the board that she had ticketed Larry Wilson for violation of the noise ordinance previously.

DCO Gerow also advised that she had spent an entire hour one day parked along side the road listening to see if she could hear the dogs barking and she could not.

DCO Gerow advised that she has not had a complaint from Mr. Wombacher or any of his neighbors since the summer. She also advised that 7 dogs or under does not require a special use permit.

26-09 APPROVAL OF MONTHLY REPORTS

On a motion by Councilperson Lynn Killian, seconded by Councilperson Clarence Barber, the Town Board approved the following reports as submitted:

- 12/2008 Town Clerk Monthly Report
- Supervisor's Reports: 7/08, 8/08, 9/08, 10/08, 11/08
- Monthly Revenue & Expense Report as of 12/31/2008

3 AYES - Carried

Absent: Councilperson Thomas Hasbrouck
Councilperson Maurice Gerry

OLD BUSINESS:

1. Discussion regarding logging permits.
2. Zoning change for Stephen Poley.
3. Legal action against Ironic.
4. Fuel accountability policy.

Councilperson Barber advised that he had checked with several municipalities and they all had a very simple system whereby they have a pump with a meter, they write their name, vehicle, mileage and number of gallons pumped. Councilperson Barber advised that it would require a concrete pad in a visible location, we have the tanks, buy pumps and put electric to them. The cost would be about \$6,000-8,000.

Councilperson Killian advised that this would leave too much to human error.

Councilperson Killian asked Councilperson Barber if he would get his information together and give to the other Councilperson for the next meeting.

**27-09 APPROVAL FOR SUPERVISOR TO SIGN PROXY FOR CWC
BY- LAWS**

On a motion by Councilperson Lynn Killian, seconded by Councilperson Clarence Barber, the Town Board authorized the Supervisor to sign proxy in favor of proposed changes to the Catskill Watershed Corporation By-laws.

Regular Monthly Meeting
1/20/2009 continued

3 AYES - Carried

Absent: Councilperson Thomas Hasbrouck
Councilperson Maurice Gerry

28-09 AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH BLAUER ASSOCIATES

On a motion by Councilperson Clarence Barber, seconded by Councilperson Lynn Killian, the Town Board authorized the Supervisor to sign the following agreement with Blauer Associates:

**AGREEMENT FOR ADMINISTRATIVE SERVICES
SMALL CITIES BLOCK GRANT PROJECT #641PW141-08
BETWEEN
TOWN OF LIBERTY
AND
BLAUER ASSOCIATES, INC.**

This agreement entered into this 21st day of January, 2009, by and between the **Town of Liberty**, a municipal corporation maintaining its offices at 120 North Main Street, Liberty, New York 12754, hereinafter referred to as "**Town**" and **Blauer Associates, Inc.**, a Pennsylvania corporation with offices at 18 West Hollow Road, Nescopeck, Pennsylvania 18635, hereinafter referred to as "**Consultant**".

WITNESSETH:

WHEREAS, the **TOWN** wishes to engage the **CONSULTANT** to provide administrative services to the Town to assist in the implementation and administration of Small Cities (OCR) Community Development Block Grant Project #641PW141-08, and

WHEREAS, **CONSULTANT** has offered to assist the **TOWN** in performing such services as may be required to implement and administer OSC Project #641PW141-08, also known as the Loomis Water District Water Supply Improvement Project in the amount of \$600,000.

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1 The term of this agreement will be December 1, 2008 to December 31, 2010.

2 The **CONSULTANT** will assist the **TOWN** in complying with the National Environmental Policy Act (NEPA). The **CONSULTANT** will prepare an environmental review record in accordance with the requirements of the Office of Community Renewal (OSC) as found in the New York Small Cities

Program Manual. The environmental review record will include the following:

- < Exhibit 2-1 Designation of Certifying Officer
- < Exhibit 2-2 Environmental Review Record Checklist
- < Exhibit 2-3 Certification of NEPA Classification
- < Exhibit 2-3A Certification of SEQRA Classification
- < Exhibit 2-4 NEPA Classification Checklist
- < Exhibit 2-5 Statutory Checklist
- < Exhibit 2-6 Environmental Assessment Checklist
- < Exhibit 2-11 State Historic Preservation Clearance Submission
- < Exhibit 2-17 State Environmental Quality Review Full Environmental Assessment Form (as necessary)
- < Exhibit 2-18 State Environmental Quality Review Short Environmental Assessment Form (as necessary)
- < Combined Notice - Finding of No Significant Impact and Notice of Intent to Request Release of Funds (FONSI/NOI/RROF) legal ad
- < Request for Release of Funds form

3 **CONSULTANT** will assist the **TOWN** with labor standards review and compliance as follows:

- < Conduct pre-construction labor standards meetings with construction contractors to review compliance with state and federal prevailing rate requirements
- < Secure weekly certified payrolls from prime contractors and subcontractors
- < Review certified payrolls for compliance with state prevailing rates by trade
- < Conduct employee interviews on site to confirm that construction employees are being paid the prevailing rate
- < Report wage under payments of straight time, overtime and/or fringe benefits to the **TOWN** and seek wage restitution from prime

contractors and subcontractors as necessary

< Maintain a labor standards file for the **TOWN** that
will document labor law compliance

4 **CONSULTANT** will assist the **TOWN** by preparing the
following:

< Exhibit 1-1 Authorized Signature
Form

< Exhibit 1-2 Designation of
Depository Form

5 **CONSULTANT** will assist the **TOWN** by preparing drawdowns
of OSC funds as necessary to pay project expenses using Exhibit 1-4 and
1-4A Request for Funds Disbursement Forms.

6 **CONSULTANT** will prepare semi-annual reports to OSC on
project progress using Exhibit 3-1 Progress Report forms, including the
following:

< Recipient Data
< Other Funding Sources
< Beneficiary/Accomplishment Data
< Homeownership Activity
< Housing - New Construction Activity
< Public Facilities/Public Services Public Works
Activities
< Microenterprises Activities
< Economic Development Activities
< Program Income
< Narrative
< Certification

7 **CONSULTANT** will assist the **TOWN** is closing out project by
preparing the following:

< Exhibit 11-1 Grant Closeout
Transmittal Form

< Exhibit 11-2 Release Form

< Exhibit 11-3 Refund Statement

< Exhibit 11-4 Request for
Certificate of Completion

< Exhibit 11-5 Real Property
Register

<

Exhibit 11-6 Contract Reporting

8 **CONSULTANT** will assist the **TOWN** be attending and conducting monitoring visits with the staff of the Office of Community Renewal.

9 In accordance with the provisions of Section 109 of the General Municipal Law, the **CONSULTANT** is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the **TOWN**.

10 The **TOWN** agrees to pay the **CONSULTANT** at the hourly rate of \$75.00 per hour, billed monthly. Fees shall not exceed \$18,000 unless approved by **TOWN**.

11 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the **CONSULTANT** shall, among other things, fully comply with:

- A. Labor Law Section 220-e and Executive Law Section 291-229 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- B. Affirmative action as required by the Labor Law.
- C. Preference in employment of persons required by Labor Law Section 222.

12 The **CONSULTANT** as an independent contractor, covenants and agrees that it will conduct itself consistent with such status. He will neither hold himself out as nor claim to be an officer or employee of the **TOWN** by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **TOWN** including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

13 No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse or repetition of such or any other breach unless the waiver shall include the same.

