

TOWN BOARD OF THE TOWN OF LIBERTY
120 North Main Street Liberty, NY
June 21, 2010

Public Hearing
Unsafe Buildings Charles & Pamela Jones

At a Public Hearing of the Town Board of the Town of Liberty held on June 21, 2010 at 7:00 p.m. at Town Hall, 120 North Main Street, Liberty, New York to hear oral and written comments from concerned citizens regarding a building(s) and/or structure(s) which has/have been deemed to be dangerous and unsafe to the public by the Town of Liberty Code Enforcement Officer.

Supervisor Schmidt called the Public Hearing to order at 7:00 p.m.

No one wished to be heard and no written comments were received.

On a motion by Councilperson Chris Austin, seconded by Councilperson Lynn Killian and carried, the Town Board adjourned the hearing at 7:05 p.m.

TOWN BOARD OF THE TOWN OF LIBERTY
REGULAR MONTHLY MEETING
June 21, 2010

At the Regular Monthly Meeting of the Town Board of the Town of Liberty held at 7:06 p.m. at Town Hall, 120 North Main Street, Liberty, New York, the following Town Board Members were present:

Supervisor John Schmidt
Councilperson Maurice Gerry
Councilperson Lynn Killian
Councilperson Chris Austin

Absent:
Councilperson Thomas Hasbrouck

Recording Secretary: Town Clerk Laurie Dutcher

Also present:
Town Attorney Kenneth Klein
Finance Director Earl Bertsch
Deputy Highway Superintendent John Lennon, Jr.
Budget Coordinator Cheryl Gerow
Deputy Town Clerk Sara Sprague
Confidential Secretary Maureen Barber
CDC Director Heinrich Strauch

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

CORRESPONDENCE

1. A letter to the Supervisor from Luz Ramirez regarding a water bill.

Board would like more information

2. A letter from Yeshiva Kavunas Halev regarding a water bill.
3. A letter from Fritz Mayer regarding a summer camp.

CEO VanEtten is looking into

4. A memo from Albert Picard regarding Loomis Water issues.
5. A press release from Cornell Cooperative Extension regarding a Marcellus Shale Leasing Workshop.

COMPREHENSIVE PLAN UPDATE

Comp Plan Review Mtg. on 6/30 @ 6:30 pm at the CDC Office

RESOLUTION NO. 164-10

APPROVAL OF INTERMUNICIPAL DOG AGREEMENT W/ THE COUNTY OF SULLIVAN

Motion by Councilperson Lynn Killian, seconded by **Councilperson Maurice Gerry**, the Town Board of the Town of Liberty does hereby authorize the Supervisor to sign the following agreement:

INTERMUNICIPAL AGREEMENT

**TOWN OF LIBERTY WITH COUNTY OF SULLIVAN
(Accommodations for dogs that come within the custody
of the Sheriff's Office following an arrest of the owner
or caretaker of said dog)**

AGREEMENT made as of the 1st day of January, 2010 by and between the Town of Liberty, having an address at 120 North Main Street, Liberty, NY, 12754 ("Town"), and the County of Sullivan, having an address at 100 North Street, P.O. Box 5012, Monticello, NY, 12701 ("County").

WITNESSETH:

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WHEREAS, the Town and County (“Parties”) are authorized pursuant to Article 5G of the General Municipal Law to enter into an Inter-municipal Agreement; and

WHEREAS, pursuant to §373 of the Agriculture and Markets Law, the Sullivan County Sheriff (“Sheriff”) has certain collateral issues in connection with arrests made within the County; and

WHEREAS, the Town has the resources to provide for the housing of dogs under situations where the Sheriff ultimately takes possession and control over a dog incident to the arrest of its owner or caretaker, and

WHEREAS, the Town has offered to provide the County with a viable alternative for the proper accommodation at a reasonable and customary cost for dogs in the care/custody of the County incident to the arrest of its owner or caretaker.

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants hereinafter set forth, it is agreed as follows:

1. The Town currently has a Dog Control Officer (“DCO”) which has all of the power and authority afforded to DCOs by the Agriculture and Markets Law and the respective local laws and ordinances of the Town within its jurisdiction. The County shall authorize the Town through its DCO to respond to calls made by the Sheriff’s Office on a per diem basis for the purpose of housing said dogs following an arrest of the owner or caretaker thereof.
2. Said DCO shall perform such services, respond to calls on a per diem basis only at the request of the Sheriff or his designee, transport said dogs from the location of the call to a holding facility, subject to availability of space, within the Town and board said dogs, provide for veterinary care in the event of an emergency, through final disposition of the dogs through adoption, euthanasia, or surrender of dogs to an approved facility.
3. The County shall be solely responsible, at its own cost and expense, with respect to any and all proceedings contemplated pursuant to Agricultural and Markets Law §373(6) and the Town and its DCO have no obligations in connection therewith by reason of this Agreement.
4. For purposes of this Agreement, the Town’s DCO shall take direction from and report only to the County Sheriff or his designee with respect to such services. The Town’s DCO shall only be required to respond to emergency calls at the request of the Sheriff or his designee.
5. The Town’s DCO shall be required, for purposes of this Agreement, to maintain a record of his or her activities on behalf of the County upon a form

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or document setting forth: a) the date and time on which each call/service was performed; b) the amount of time expended for each call/service performed; c) a description of the call/service performed and by whom; d) the location(s) where the call/service was performed; and e) roundtrip mileage incurred for each call/service. Within five days after the end of each calendar month, the Town shall provide to the County a copy of the aforementioned record of activities made by the town DCO for services rendered to the County under this agreement.

6. The following is a schedule of services to be provided by the Town and fees paid by the County:
 - (a) Call rate – calls responded to on a per diem basis shall have a flat fee of \$75.00 per call plus .55.5 cents per mile, adjustable based upon the prevailing IRS rate.
 - (b) Transportation – dogs will be transferred from location of the call on initial visit by DCO to a holding facility, up to the capacity of responding vehicle, for mileage only. Additional transportation, in the event more than one trip is necessary, from location to holding facility will be provided at \$50.00 per load plus mileage.
 - (c) Boarding – dogs shall be boarded at a rate if \$15.00 per day or \$300.00 per month.
 - (d) Veterinary Care – charges for necessary veterinary care are the sole responsibility of the County. Veterinary care will be at the discretion of the DCO and/or holding facility, only in the event of an emergency. All other veterinary care will require prior approval from the County prior to treatment.
 - (e) Final Disposition – final disposition of dogs will be provided through adoption, euthanasia or surrender of dog to an approved facility. The County will be responsible for any applicable expenses.

7. The Town shall, at its own expense, maintain in full force and effect during the term of this Agreement policies providing at least the following insurance coverages:

Type of Coverage

Limits of Coverage

Workers' Compensation
and Disability Benefits

Statutory

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Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned)	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who has been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Town and not those of the County. The Town irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 7. The provision of insurance by the Town shall not in any way limit the Town's liability under this Agreement. The Town shall attach to this Agreement, certificates of insurance evidencing the Town's compliance with these requirements. **HOWEVER**, the provision of a certificate of insurance is not sufficient. The Town must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days' prior written notice to the County, directed to the County's Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Town.

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To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Liberty's start of the performance of the services (including subsequent policies purchased as renewals or replacements);

B. The Town will maintain similar insurance for at least 6 years following final acceptance of the services;

C. If the insurance is terminated for any reason, the Town agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and

D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

E. The Town shall obtain replacement insurance within thirty days, in the absence of which Liberty shall be in breach of this Agreement.

8. The term of this Agreement shall be for one year commencing January 1, 2010 and ending December 31, 2010. Notwithstanding the foregoing, either municipality shall have the right to terminate this Agreement with or without cause upon thirty days notice.

Neither party may assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of their respective right and/or obligations hereunder to any other person, corporation, municipality, or entity without the prior written consent of the other.

9. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, and upon application of either party, this Agreement shall be physically amended forthwith to make such insertion.

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10. This Agreement may not be modified, amended, changed or waived, in whole or in part except by writing, duly authorized and executed by both Parties. No waiver of any term or provision of this Agreement shall in any way effect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include same.
11. This Agreement constitutes the understanding between the Parties. All prior discussions, negotiations, or Agreements, if any, are merged herein and shall not separately survive.

The Parties agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below. This Agreement is authorized by Resolution No. 83-10 adopted by the Sullivan County Legislature on February 18, 2010 and Resolution No. 164-10 adopted by the Town of Liberty Board on June 21, 2010.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the date first written above.

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO. 165-10

AWARD OF BID FOR THE LOOMIS WATER INTERCONNECT TO THE LOWEST BIDDER AND APPROVAL FOR FINANCE DIRECTOR TO BEGIN PROCESS OF BORROWING \$250,000

Motion by Councilperson Chris Austin, seconded by **Councilperson Lynn Killian**, the Town Board of the Town of Liberty does hereby award the Loomis Water Interconnect bid to the lowest bidder, S.C. Paving & Construction, in the amount of \$737,750 and does hereby give approval to the Finance Director to begin the process of borrowing \$250,000 toward the project.

4 AYES - Carried
1 Absent – Councilperson Hasbrouck

RECOGNIZE THE PUBLIC

Delaney Group

RESOLUTION NO 166-10

APPROVAL TO EXTEND TEMPORARY VARIANCE FOR AN ADDITIONAL 30 DAYS

Motion by Councilperson Chris Austin, seconded by **Councilperson Lynn Killian**, the Town does hereby extend the temporary noise ordinance granted to the Delaney Group for an additional 30 days as outlined below:

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East End (Short Ave. straight up East)

Hours: 1st shift 6:00 am – 2:00 pm
2nd shift 2:30 pm – 10:30 pm Monday thru Thursday
2nd shift 2:30 pm – 8:00 pm Friday

No blasting operations will take place after 7:00 pm

No hammering operations will take place after 7:00 pm

West End (Memories straight up West)

Hours: 1st shift 6:00 am – 2:00 pm
2nd shift 2:30 pm – 10:30 pm Monday thru Thursday
2nd shift 2:30 pm – 8:00 pm Friday

***Hammering and dozer work allowed until end of each shift**

No blasting operations after 7:00 pm

The Delaney Group will return to the 7/12/2010 meeting for consideration of any additional extensions.

4 AYES - Carried

1 Absent- Councilperson Hasbrouck

Lina Lerentracht of Arcadia

Lina Lerentracht of Arcadia, formerly Maimonides Hospital, addressed the board on the services of the Adult Home that her family runs.

114 Bed Adult Home

Residents must be Independent and completely ambulatory

Most rooms have double beds, some are private

They supply 4 meals per day

They have activities

Supervision w/ medication

They do wound care/diabetes/some mental illness

They do a thorough background and criminal check before anyone is admitted

Ms. Lerentracht invited the Town Board members to feel free to call her and schedule a visit to Arcadia.

Joan Stoddard, Village of Liberty Trustee advised the Board that the Village Board Mtg. had been rescheduled for 6/29 @ 7:00 pm.

She also wanted to know what the status of the West Liberty Street Bridge.

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Councilperson Austin advised that he thought that the Highway Superintendent was waiting for school to get out before beginning the work.

RESOLUTION NO 167-10

APPROVAL OF AUDIT

Motion by Councilperson Lynn Killian, seconded by **Councilperson Chris Austin**, the Town Board approved the following:

- June, 2010 Abstract:
Claims #1006 to #1225 totaling \$851,958.00
- Post February, 2010 Abstract:
Claims #787 to #805 totaling \$125,214.45

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO 168-10

APPROVAL TO LOAN \$100,000 FROM GENERAL FUND TO CAPITAL RESERVE FUND

Motion by Councilperson Chris Austin, seconded by **Councilperson Lynn Killian**, the Town does hereby authorize the Finance Director to loan \$100,000 from the General Fund to the Capital Reserve Fund, until bonding is secured for the Ferndale Water District.

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO 169-10

APPROVAL OF MINUTES

Motion by Councilperson Lynn Killian, seconded by **Councilperson Maurice Gerry**, the Town Board approved the following minutes as submitted:

- 5/17/2010 Regular Monthly Mtg.
- 6/7/2010 Dept. Head Mtg.

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO 170-10

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ACCEPTANCE OF MONTHLY REPORTS

Motion by Councilperson Lynn Killian, seconded by **Councilperson Maurice Gerry**, the Town Board approved the following reports as submitted:

- Town Clerk's Monthly Report 5/2010
- Monthly Town Board Report of Revenue & Expense Summary as of 5/31/2010
- Grant report submitted by Maureen T. Barber

4 AYES - Carried

1 Absent- Councilperson Hasbrouck

COMPREHENSIVE PLAN UPDATE

Comprehensive Review Committee Meeting on 6/30/2010 at the Liberty CDC at 6:30 pm

OLD BUSINESS

1. Updating the Town of Liberty Polling Places
2. Video Surveillance System for Town Hall
3. Franchise Agreement w/ Time Warner
4. Cold Spring Water District
5. Retirement Incentive

RESOLUTION NO. 171-10

APPROVAL OF PERSONNEL POLICY CHANGES

Motion by Councilperson Lynn Killian, seconded by **Councilperson Maurice Gerry**, the Town Board of the Town of Liberty does approve of the following changes to the Town of Liberty Personnel Policy:

1. Section 9 (Holidays) second paragraph should read as follows:

"Whenever Christmas Day or New Year's Day fall on a Tuesday through **Friday** (currently says Saturday) the Town will close at Twelve Noon (12:00) on the eve of said holidays. Hourly employees shall work ½ of their regular shift or until (12:00) Noon, whichever comes first"

2. Section 14—Personal Days—change last paragraph to state "Personal days cannot be carried over, accumulate or used as part of a buyout upon termination.
3. Section 22 (Retirement)—effective January 1, 2010 a new tier was established by the New York State Retirement System. The second paragraph should be changed to reflect this and read as follows:

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"There are five (5) tiers to the retirement plan. Members of Tier three(3) and Tier four (4) contribute three percent (3%) of their gross wages based on NYS Employees Retirement System regulations. The 3% gross payroll deduction will end after Tier 3 & 4 employees have completed ten (10) years of service. Employees who join the retirement system on or after January 1, 2010 will become Tier five (5) members. Tier 5 members will contribute 3% of their gross earnings for the life of their career based on present NYS Employees Retirement System regulations. Tier one (1) and Tier two (2) members make no contributions to the Retirement System as a payroll deduction, payment is made in full by the Town of Liberty."

4. Section 35 under Definition of Appointed Officials—Parks and Recreation Commission Members should read Parks and Recreation Board Members
5. Section 35 under Consequences of a Positive Drug Test should read "The Town will furnish the **full-time** suspended employee....."

A new paragraph (#3) to be added to read the following:

"Any seasonal or part-time employee who tests positive is medically unqualified to work and will be immediately removed from service (terminated)."

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO. 172-10

APPROVAL FOR HIGHWAY DEPT. TO RENT MOWER

Motion by Councilperson Lynn Killian, seconded by **Councilperson Maurice Gerry**, the Board of the Town of Liberty does hereby give approval to the Highway Dept. to rent a mower from Westchester Tractor for the month of July at a cost of \$6,000.

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO. 173-10

2010 PARK DEVELOPMENT GRANT

Motion by Councilperson Lynn Killian, seconded by **Councilperson Chris Austin**, the Town Board of the Town of Liberty does hereby authorize and direct John Schmidt, as Supervisor of the Town of Liberty, to file an application for funds for the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of Title 9 of the Environmental Protection Act of 1993, in an amount not to exceed \$200,000, and upon approval of said request to enter into and execute a project

Regular Monthly Meeting
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agreement with the State for such financial assistance to the Town of Liberty for improvements to Walnut Mountain Park and, if appropriate, a conservation easement/preservation covenant to the deed of the assisted property.

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

RESOLUTION NO. 174-10

APPROVAL OF 2010 BUDGET MODIFICATIONS

Motion by Councilperson Chris Austin, seconded by **Councilperson Lynn Killian**, the Town Board of the Town of Liberty does hereby approve the following 2010 budget modifications:

Account Number	960 Appropriation	510 Estimated Revenue
DA 5130.2	\$14,926.00	
DA 2665		\$14,926.00
Sale of Highway Surplus Equipment		
DA 5130.4	\$1,798.45	
DA 2680		\$1,798.45
Insurance Recoveries for vehicle damage		
W3 8310.4	\$5,500.00	
W3 3992		\$5,500
VFD rebate revenue not included in 2010 budget		

4 AYES - Carried
1 Absent- Councilperson Hasbrouck

AUDIT PROPOSAL – CARRYOVER

SWAN LAKE DAM- SUPERVISOR SCHMIDT HAS MTG W/ TONY MOROLLA

RESOLUTION NO. 175-10

INTRODUCTORY LOCAL LAW #1 OF 2010

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town Hall, 120 North Main Street, Liberty, New York, in said Town, on the 21st day of June, 2010 at 7:00 p.m. prevailing time.

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The meeting was called to order by Supervisor Schmidt and upon roll being called, the following were:

PRESENT:

Supervisor John Schmidt

Councilperson Maurice Gerry

Councilperson Thomas Hasbrouck

Councilperson Lynn Killian

Councilperson Chris Austin

ABSENT:

The following resolution was introduced by Councilperson Lynn Killian, who moved its adoption, and seconded by Councilperson Maurice Gerry, to wit:

BE IT RESOLVED, that introductory Local Law No. 1 of the Year 2010 entitled "A local law amending Chapter 84 of the Code of the Town of Liberty, entitled 'Zoning,' to revise definitions, revise the zoning districts and the schedule of uses allowed therein, revise the zoning map, revise other provisions to be consistent with the foregoing and recodify the entire Zoning Law as Chapter 147 of the Code of the Town of Liberty" is hereby introduced before the Town Board of the Town of Liberty, Sullivan County, State of New York; and

BE IT FURTHER RESOLVED, that copies of the aforesaid local law be laid upon the desk of each member of the Town Board; and

BE IT FURTHER RESOLVED, that the Town Board hold a public hearing on the aforesaid local law at CVI, Ferndale, New York, at 7:00 p.m., prevailing time, on July 22, 2010; and

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BE IT FURTHER RESOLVED, that the Town Board hereby declares itself lead agency for purposes of state environmental quality review of the proposed local law and determines the question of the adoption of the proposed local law to be an unlisted action pursuant to the State Environmental Quality Review Act, for which a long Environmental Assessment Form shall be prepared; and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the Sullivan County Democrat, of said public hearing at least five (5) days prior thereto.

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

Supervisor John Schmidt	voting	AYE
Councilperson Maurice Gerry	voting	AYE
Councilperson Thomas Hasbrouck	voting	ABSENT
Councilperson Lynn Killian	voting	AYE
Councilperson Chris Austin	voting	AYE

The resolution was thereupon declared duly adopted.

RESOLUTION NO. 176-10

ACCEPTANCE OF BID FOR SKATEPARK

Motion by Councilperson Chris Austin, seconded by **Councilperson Lynn Killian**, the Town Board of the Town of Liberty does hereby accept the bid submitted by American Ramp Company in the amount of \$111,342.

4 AYES - Carried

1 Absent- Councilperson Hasbrouck

LETTER TO DIRECTOR OF PARKS & REC REGARDING LINDA MULLEN

Dear Sir:

Regular Monthly Meeting
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“My wife, Susan, and I were among those who participated in a recent tour of Washington, D.C.

We want you to know that our experience was a very memorable one. The trip was well organized, informative, fun and a great value.

While all of those factors contributed to the trip’s success and our satisfaction, the one person who make it remarkable – Linda Mullen.

She was superb. Her organizational skill, ability to cope with all situations, both planned and unplanned, is remarkable. Her unfailing sense of humor added immensely to our enjoyment of the trip. Her two traveling friends, Cathy & Ruth, were also a great asset.

I am writing you to make you aware, although, I am quite sure you are, of her abilities.

She is a remarkable individual and you, as her supervisor, must be proud to have such an outstanding individual as part of your staff.

You, and your department, are to be congratulated for offering such programs and for having Linda as part of your organization.

Thank you for giving us the opportunity to participate in the trip and giving us the pleasure of meeting and knowing Linda.”

*Sincerely,
Frank A. Burbank*

ADJOURN

On a motion by Lynn Killian, seconded by Councilperson Maurice Gerry, the Town Board does hereby adjourn the meeting at 9:10 p.m.

Respectfully submitted,

Laurie Dutcher,

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Town Clerk