

DEPARTMENT HEAD MONTHLY MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016

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At the Department Head Meeting of the Town Board of the Town of Liberty held on December 4, 2016 at 4:00 p.m. at Town Hall, 120 North Main Street, Liberty, New York, the following Town Board Members were present:

Present:

Supervisor Charlie Barbuti  
Councilperson Dean Farrand  
Councilperson Russell Reeves  
Councilperson Brian McPhillips  
Councilperson Vincent McPhillips

Recording Secretary: Town Clerk Laurie Dutcher

Also present:

Town Attorney Kenneth Klein  
Budget and Accounting Clerk Cheryl Gerow  
Water & Sewer Foreman Thomas Kehrley  
Stacey Yaun  
Highway Foreman Matt DeWitt  
Assessor Deborah Shea  
Planning Board Chairman Lynn Dowe  
Planning Board Attorney Jacob Billig  
Mr. Weiss  
Confidential Secretary Carmen Malanka

After the Pledge of Allegiance, Supervisor Barbuti called the meeting to order at 4:00 p.m.

**RECOGNIZE THE DEPARTMENT HEADS**  
**(Reports as submitted by the Dept. Heads)**

**ASSESSOR**

Ongoing Monthly Updates:

Updating files; processing deeds; processing field work; pictures, etc.

Updating address changes for January's tax bills

My office is working on the Enhanced Star renewal exemptions and the Non-Profit renewal exemptions for next year's 2016 tax roll.

Collecting data from the Kelly Bridge project, it is now in phase two. I will be adding phase one to the 2016 roll. I will let you know what that number is when all my data is collected.

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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I have taken the time to correct a long time error in the V4 program for a water district code. (units vs ad valorem) Dave Brokaw was fixing this every year before January tax bills. Now it is no longer a problem.

Otherwise, business as usual.

**HIGHWAY**

- December 1 - Work on trucks/equipment in shop
- December 2 - Work on trucks/equipment in shop  
Grade Kurpil Road
- December 3 - Work on trucks/equipment in shop  
Grade Kurpil Road
- December 4 - Work on trucks/equipment in shop  
Grade Taylor Road
- December 7 - Work on trucks/equipment in shop  
Grade Flynn Road
- December 8 - Work on trucks/equipment in shop  
Grade Flynn Road
- December 9 - Work on trucks/equipment in shop  
Grade Flynn Road
- December 10 - Work on trucks/equipment in shop  
Grade Flynn Road
- December 11 - Work on trucks/equipment in shop  
Ditch Lake Marie Road
- December 14 - Work on trucks/equipment in shop  
Grade Old Lily Pond Road
- December 15 - Work on trucks/equipment in shop  
Grade Pearl Lake Road
- December 16 - Work on trucks/equipment in shop  
Grade Budnick Road  
Ditch Meadowmere

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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- December 17 - Work on trucks/equipment in shop  
Grade Budnick Road  
Ditch Meadowmere
  
- December 18 - Work on trucks/equipment in shop  
Ditch Meadowmere
  
- December 19 - 1" snow, called in 5AM sand all roads
  
- December 21 - Work on trucks/equipment in shop  
Grade Budnick Road  
Ditch Meadowmere
  
- December 22 - Work on trucks/equipment in shop  
Ditch Meadowmere  
Grade Lenape Lake Extension
  
- December 23 - Work on trucks/equipment in shop  
Grade Lenape Lake Extension
  
- December 24 - Patch Willi Hill Road  
Pick up garbage
  
- December 28 - Work on trucks/equipment in shop  
Pick up garbage
  
- December 29 - 2" snow, sleet  
Called in at 3AM, plow/sand

Bid opening for excavator, January 28, 2016, 11AM

Loomis Road project with Alan Gerry

**WATER & SEWER**

Pre bid meeting held on December 29<sup>th</sup> went off with few questions and a walk around at the site. Some DOT permit issues are being looked at by Delaware Engineering, but no bidders saw any major problems with the job.

Had a call from Glen Smith regarding doing some digging around Town Hall with the drainage. Mr. Parks will be heading up the project and water & sewer will bring our small tractor to the site to locate a drain pipe when he calls us.

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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The Dept. has been working on manhole inverts in the Swan Lake Sewer District due to the warm weather. The manholes have been in need of repairs for a long time and if the weather holds, we have a lot more to work on. We are also starting to document the system with inspection reports that were also used in the Loomis system. Camera work is planned for the Spring.

The Stevensville Hotel sewer meter project has now become the blame game. I will bring dates and continuing information to this meeting and with information from Delaware Engineering and Mr. Reilly from the hotel people to bring the Board up to speed. The meter was ordered as of Mr. Weiss' receipt, but no grades were taken prior to order, as per Mr. Reilly, and without these the meter pit may not be the correct one.

Will bring any new developments to the meeting. Hope Everyone has a good Holiday, see you in the New Year.

**CEO**

**Building Department:**

Building permits issued – 40

Building permits closed – 28

Complaints – 5

Complaints closed – 3

**Planning Board:**

New applications – 1

Approved applications – 2

**Zoning Board of Appeals:**

New applications – 1

Approved applications – 1

**PARKS & RECREATION**

Winter program registration is underway and going very well. We actually had to add another Kids Baking Class because there was such a demand. Programs will be starting up after the Holidays.

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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I appeared for the deposition on December 17, 2015 in regards to the person who was injured on the basketball court at Hanofee Park back in 2013.

We are adding another 9 tee boxes to the disc golf course to make it an 18 hole course. The course use has steadily been picking up.

We received the new John Deere Gator for the park.

We installed new park rules and playground rules signs at Hanofee and Walnut Mountain Parks.

Held a holiday party for the seniors at the Senior Center.

**DCO**

No Report

**TOWN CLERK/TAX COLLECTOR**

Licenses:

Marriage Licenses	4
Marriage Certificates	4
Building Permits (Collection of \$)	22
Dog Licenses	18
Replacement Tags	0
Purebred Licenses	0
Redeemed Dog	1
Reimbursement of Expenses	1
Photo Copies	17
Postage	1
EZ Pass	1
Road Access Permit	1

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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Conservation	1
Refuse Collection	7
Towing License	2

**FINANCE**

Notified employees of new health insurance contributions

Notified retirees regarding dental insurance premiums if they request to have dental insurance for 2015

Processed Health Insurance Buyout, Longevity and three regular payrolls

Preparation work for year end and beginning of year

Spoke with EFC regarding Loomis Sewer and finalized figures for hardship loan

Submitted Bonding Resolution for Loomis Sewer to the County

All other daily duties and responsibilities

**COURT**

V&T Received	423
V&T Appearances	145
Criminal Appearances	482
Ordinance Appearances	18
Civil Appearances	12
Total Fines Collected	\$66,283.00
Total Fines to Town	Not available
Total Fines to Village	Not available

**RECOGNIZE THE PUBLIC**

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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Mr. Weiss gave a brief discussion regarding the Stevensville Hotel and the sewer metering pit and infrastructure. Mr. Weiss signed a contract with the Engineer and the sewer metering pit will be delivered in 6-8 weeks and installed as soon as possible.

**CORRESPONDENCE**

1. A Letter from the NYS Homes & Community Renewal regarding the Town of Liberty being awarded a NYS CDBG Grant.
2. A memo from the Finance Office regarding Stevensville Water Grant due 3/1/2016.

**BUSINESS**

\_\_\_\_\_ *SET BID OPENING FOR THE PURCHASE OF AN EXCAVATOR BY THE HIGHWAY DEPARTMENT*

**Motion: Councilperson Russell Reeves**

**Second: Councilperson Dean Farrand**

The Town Board of the Town of Liberty does hereby set a bid opening for the purchase of an excavator by the Highway Department on 1/28/16 at 11:00 a.m. at Town Hall, 120 North Main Street, Liberty NY.

**5 AYES - Carried**

\_\_\_\_\_ *SET SPECIAL MEETING FOR THE CORNELL ROADS PROGRAM*

**Motion: Councilperson Russell Reeves**

**Second: Councilperson Dean Farrand**

The Town Board of the Town of Liberty does hereby set a special meeting on 1/11/16 at 4:00 p.m. at Town Hall, 120 North Main Street, Liberty NY. to discuss the Cornell Roads Program.

**5 AYES - Carried**

**Motion: Councilperson Dean Farrand**

**Second: Councilperson Brian McPhillips**

*APPROVAL OF MUTUAL AID FOR WATER SERVICE AGREEMENT*

WITNESSETH: -

WHEREAS, the Districts and the Village are each municipalities operating water systems as defined in General Municipal Law §120-u(1)(a) and (b); and

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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WHEREAS, the Districts and the Village recognize that each may, from time to time, be confronted with an emergency as a result of temporary condition of failure or inadequacy of their own respective water supplies for various reasons; and

WHEREAS, the District and the Village have determined that it would be in the best interests of both parties to enter into an agreement providing for the interconnection of their respective water systems, the terms upon which water may be bought and sold by and between the parties through such interconnection during an emergency.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows: -

1A. Interconnection of Ferndale Water District at South Main Street Extension. An interconnection has been constructed between the water systems of the District and the Village at the location where both systems are in close proximity of each other in the vicinity of South Main Street Extension, Liberty, New York. This location has a meter and valves that can be used in an emergency.

1B. Interconnection of Ferndale Water District at Upper Ferndale Road at the Village line. This location has a meter and valves that can be used in an emergency.

1C. Interconnection of Route 55 Water District at Route 55 at the Village line. This location has a meter and valves that can be used in an emergency.

2. The District shall permit the Village to attach the aforesaid connecting water pipe line to the District's existing water pipe line terminal and valve in the District's above mentioned vault and selenid chamber, where a meter has already been installed by the District to measure and record the quantity of water delivered by the Village to the District pursuant to this agreement. The District shall make such meter available to the Village for inspection at such times as the Village may reasonably request.

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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3. The Village has provided to the District keys to gain admittance to the pump station at any time for the purpose of deactivating the pump or pumps in the event an emergency arises in the District while the Village is pumping water from the District through the connecting water pipe line. The District shall only utilize such keys in the event it is first unable to gain admittance to the pump station through a Village official or employee. The purpose of this paragraph is to prevent damage to the Village's pump or pumps in the event there is an interruption in the supply of water available to the Village from the District.

4. At such time as the governing board of either party shall determine that an emergency exists, as defined in General Municipal Law §120-u(1)(e), the other party shall sell water thereto and deliver the same through the interconnection constructed pursuant to this agreement. The buying party shall pay the selling party for the water so delivered at the lowest rate charged by the selling party to its own resident water consumers, without regard to the quantity of water consumed.

5. Each party shall be solely responsible for maintenance of its own portion of the interconnection as constructed pursuant to paragraphs 2 and 3 above. All repairs required to be made to such facilities shall be performed and completed as soon as practicable by the responsible party to ensure the proper and safe delivery of water through the interconnection and the accurate metering thereof.

6. The term of this agreement shall be for five (5) years from the date hereof.

7. If any clause, provision, subsection, section, paragraph or article of this agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitution for such clause, provision, section or article, which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for judicial construction of the invalidated portion of the

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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agreement; and (3) to negotiate such changes in, substitutions for or additions to the remaining provisions of this agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, section, paragraph or article shall not affect any of the remaining provisions hereof, and this agreement shall be construed and enforced as if such invalid portion did not exist.

8. The failure of any party to insist on strict performance of any term or provision hereof should not be deemed a waiver of the right to insist on such performance of any term or provisions, nor shall it be deemed a waiver of any subsequent breach.

9. This agreement shall be governed by the laws of the State of New York and shall be construed consistent with the provisions of General Municipal Law §120-u, pursuant to which statute the parties have entered into this agreement.

10. The recitals set forth at the beginning of this agreement shall be construed and deemed a part hereof.

11. This agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants or undertakings other than those expressly set forth herein. Neither this agreement nor any provision hereof shall be amended or modified except by an agreement in writing duly authorized and subscribed with the same formality as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first written above.

DEPARTMENT HEAD MEETING  
TOWN BOARD OF THE TOWN OF LIBERTY  
January 4, 2016 CONTINUED.....

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AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2016, between the TOWN OF LIBERTY, acting for and on behalf of the Ferndale Water District and Route 55 Water District, a special district of said town (“the District”), having its offices at 120 North Street, Liberty, New York 12754, and the VILLAGE OF LIBERTY (“the Village”), having its offices at 167 North Main Street, Liberty, New York 12754.

TOWN OF LIBERTY, acting for and  
on behalf of the Ferndale Water District

By: \_\_\_\_\_

VILLAGE OF LIBERTY

By: \_\_\_\_\_

**5 AYES - Carried**

Adjourned 5:57 p.m.

\_\_\_\_\_  
Laurie Dutcher, Town Clerk