

REGULAR MEETING

AUGUST 8, 2011

The Board of Trustees held the Regular Meeting of August 8, 2011 at the Village Municipal Building, 167 North Main Street, Liberty New York. Mayor Winters opened the meeting with the Pledge of Allegiance.

PRESENT: Mayor Richard Winters, Trustee Corinne McGuire, Trustee Joan Stoddard, Trustee Shirley Lindsley, and Trustee Luis Alvarez (arrived 7:10 p.m.). Also Present: Robert Krahulik, Attorney for the Village and Judy Zurawski, Clerk/Treasurer.

ALSO PRESENT: David Ohman (Delaware Engineering), Daniel Ratner Sr., Edward Philpot, Elizabeth Montag, Charles Barbuti Jr., John Picard, Margaret Lindsley and Chief Robert Mir.

APPROVAL OF MINUTES: Motion by Trustee Stoddard, seconded by Trustee McGuire and unanimously carried approving the following minutes:

WORKSESSION MEETING - July 25, 2011

PUBLIC COMMENTS: Mayor Winters opened the meeting to comments from the Public.

EDWARD PHILPOT - DISCUSSION OF TAXI ORDINANCE

Edward Philpot asked why Sureway Taxi has over half of the taxi medallions issued by the Village of Liberty.

The Board explained the taxi company had applied for them and there is no cap on how many of the thirty (30) medallions each taxi company can hold.

Edward also asked if they had ever provided the ledgers that the Village requested.

The Board said they had not.

ATTORNEY COMMENTS: The Attorney had no comments.

TREASURERS

REPORT: Treasurer Zurawski said tax collection on the 2011/2012 taxes are 80% processed and collected. She said approximately thirty (30) people took advantage of the two-installment payment plan but only a few people used credit cards to pay.

TABLED BUSINESS: UPDATE ON REVONAH HILL WATER TANK

David Ohman of Delaware Engineering said the engineering report for this matter is complete and he will be submitting it to the Village for review this week. He said the long form SEQR is completed but the Village will still have to go thru the steps. He said Delaware Engineering would proceed with the USDA Pre-Application.

DAVID OHMAN – DELAWARE ENGINEERING – UPDATE ON GREEN LANE SEWER ISSUE

David Ohman gave the following update on the Green Lane Sewer Issue:

- Sanitary sewer repairs needed to address a failing gravity sewer which runs along the stream just upstream of Green Lane off Chestnut Street
- Replacing the failing section of existing line will allow for removal of temporary pump station, eliminate pump station maintenance and overflows and avoids having to build and operate a permanent pump station
- NYSDEC requiring action and Village committed to the repairs in a May 5, 2011 response to NYSDEC [see attached]
- Schedule:
 - Village authorizes work: June 2011
 - Surveying services: June 2011
 - Engineering design: June > July 2011
 - Bid/Award: July > August 2011
 - Construction: August > Mid- October 2011
- **Update on Work progress:**
 - Fulton has provided plan drawing needed for design [no existing sewer drawings can be located] and is developing map/plan and descriptions needed for establishing the limits of the sewer right of way with two [2] property owners
 - Their deeds allude to an existing sewer right of way but no limits or details can be found as part of this project, establish ROW limits and file deeds so that it is recorded at the County Clerk's office for on-going maintenance and future access
 - Site surveying [George Fulton] to gather location and topographic and property information **completed**
 - **Site map drafted**
 - Map and description for permanent and construction right of way (ROW) limits for the two properties **drafted by Fulton under review by Village Attorney—expect ready to go to homeowners next week.**
 - Existing permanent easements exist for Goldstein property (50' wide permanent) and for Green Lane (16' wide permanent).
- Delaware Engineering finishing up plans and specs
 - Meetings/discussions with affected property owners continue

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- Established items Village will do with Pete Parks and the Mayor (e.g., demolition of garage, replacement of garage, bypass pumping)
 - **Retaining wall increased in dimension in response to site needs**
 - Village wanted to add more pipe to allow pump station to be reconnected in the future if needed.
 - Project cost estimated to increase from \$314,000 to \$426,000.
 - **Will be ready to send bid sets to Village by August 12**
 - **Bid opening on Thursday August 25, 2011**
 - **Pre-bid scheduled for Wednesday August 17 at 9:00 am at Village Hall followed by a site visit**
 - **Special Board meeting to review bid recommendation and award contract on Monday, August 29??**
 - Forwarded the bid notice today to Judy (via e-mail) to put in the local paper this week.
- Village working to put together a bond package to include Green Lane repairs and WWTP improvements to the Oxidation Ditches [see below] to create funding for this project

CONSIDER SPECIAL MEETING TO AWARD BID FOR GREEN LANE SEWER PROJECT

Motion by Trustee Stoddard, seconded by Trustee Alvarez and unanimously carried to set a Special Meeting on Monday, August 29, 2011 at 3:45p.m. to award the bid for the Green Lane Sewer Project.

David Ohman said the project completion date is targeted for October 2011.

DAVE OHMAN/DELAWARE ENGINEERING – WWTP IMPROVEMENT PROJECTS

Dave Ohman reported on the following:

Near Term WWTP Improvements - Oxidation Ditch Aerator Repairs and Influent Screens

- One brush aerator has failed effectively taking one of the two tanks offline
- Delaware developed preliminary design to replace brush aerators [old technology, high energy use] with newer diffused air and mechanical mixers
- Advised by John Picard of rag and roping problem so now adding replacement of influent screens to near term work
 - Remove two mechanical bar screens and install 2 new 1” manual bar racks
 - Replace comminutor with new fine screen (6 mm) with compactor
 - Inside new building to prevent freezing

- Reviewed plan of work with John Picard and have a plan forward. Were made aware of a better screen system this past week, which we have added to the project – technical info reviewed with John today via phone and e-mail.
- **Project brief and estimated project cost is attached**
- Estimated project cost = **\$1,874,000.**
- Schedule: will take about 12 months to complete due to need for DEC review and lead-time on equipment up to 3 months.
 - Village authorizes work: August 2011
 - Engineering design/DEC documents: August – Sept 2011
 - DEC Review October 2011
 - Finalize Design/Bid/Award Nov – Dec 2011
 - Construction: Jan 2011 – June 2012

▪ **Recommend that Village move forward with the recommended plan.**

- Delaware Engineering ready to begin design now
 - Contract [attached] is submitted for Village review and action
 - Project needs to publicly bid since cost exceeds \$35,000 so bid/construction documents need to be prepared
 - Costs follow those contained in the project summary; total contract cost including subcontractors = \$189,000
 - Engineering services:
 - Preliminary Design/DEC Eng Report \$5,000
 - Design: \$90,000
 - Bid/Award: \$8,000
 - Construction Administration [6 months]: \$45,000
 - Construction Inspection: \$36,000
- [three months fulltime, 1 month part-time]
- As-Builts: \$5,000
 - Subtotal: \$189,000
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- Subcontracts:
 - None at this time
 - Subtotal: \$(no markup)

Total Professional Services Contract Cost: \$189,000

- Village working to put together a bond package to include Green Lane repairs and WWTP improvements to the Oxidation Ditches [see below] to create funding for this project
- **In order to move the design forward and keep the project on schedule, we recommend that the Village Board resolve to retain Delaware Engineering to perform Near Term WWTP Improvements project professional services as set forth in the August 8, 2011 contract package for a not to exceed cost of \$189,000.**
- UV Disinfection
 - CDBG grant application submitted in May 2011
- Engineering Report

- Working on comprehensive plant evaluation authorized in 2010
- Have been addressing most pressing Village needs ahead of report activities [e.g., Chemical Bulk Storage issues, UV disinfection [for Red Meat plant issues] CDBG application technical info, Oxidation ditch aerator repairs], which will be integrated into the report this summer.

Project Financing for Green Lane Sewer Repairs and Short Term WWTP Improvements

- Short Term Bond Anticipation Note (BAN) can be taken out to finance the work; once all work completed, finance the final amount as a bond – only bond what you actually need.
- Recommended BAN amount:
 - Green Lane Sewer work \$426,000
 - Short Term WWTP Improvements \$1,874,000
 - Legal & Bond Counsel included in construction estimate
 - BAN Interest (5%?) included in construction estimate
 - **Estimated BAN Total \$2,300,000**
- ***Recommend that the Board authorize the Village Clerk to proceed with bond counsel to secure the BAN***

CONSIDER ELIMINATION OF DAM

David Ohman said he would send the name of the gentleman and the firm that could help the Village with this matter.

UPDATE ON ANNEXATION REQUEST –1885 ROUTE 52 LLC

Judy Zurawski reported that Attorney Brian Rourke had been in contact with her and at the current time the principals of 1885 Route 52 LLC are lining up their professional people, including a surveyor and engineer.

CONSIDER MUNICIPAL COOPERATION AGREEMENT WITH TOL RE: JUSTICE COURT

RESOL. # 27-2011: Motion by Trustee Stoddard, seconded by Trustee Alvarez and unanimously carried approving Resolution #27-2011.

WHEREAS, the Municipal Cooperation Agreement between the Village of Liberty and the Town of Liberty for the Justice Court and the Rider to this Agreement (written by the Attorney for the Village) dated April 25, 2011, was approved on May 9, 2011 as Resolution #14-2011;

WHEREAS, After reviewing the Agreement and the Rider the Town Board has requested the following stipulations:

1. Paragraph #1: The room described as the "Chambers" is not the current room being used. Judge Bauman is requesting he be allowed to use the current room which is located at the top of the stairs and is the first door on the right. The room being described is the second door on the right and he would have to move all the furniture, files and equipment.
2. Add to paragraph #2: The room will be used as a holding area for cases yet to be called.
3. Change paragraph #3 to read the following:
Police Protection, method of request. (a) Upon request of the Town, police protection shall be furnished by Village and paid for by Town...
4. Add to paragraph #4 at the end of the last sentence "...services, and, in such case, the cost to the Town shall be adjusted accordingly."
5. The second sentence in paragraph #4 should read "Officer in Charge" and a comma after Justice Court.
6. Add: The Police Officer on duty for the Court will be in attendance in the Courtroom the length of the Court session, unless there is an emergency or the Town feels security is no longer needed.
7. Add: If the Chief of Police knows in advance security will not be available to the Town proper to the scheduled Court date, the Chief of Police will notify the Town Court or the Justices prior to said date.
8. Add: If the Courtroom is being used and the Judge feels security is not necessary, the proper notice will be given to the Chief of Police.

NOW, THEREFORE BE IT RESOLVED, the Village of Liberty Board of Trustees approves the Intermunicipal Agreement for the Justice Court and authorizes Mayor Windows to execute said document on behalf of the Village of Liberty.

**CONSIDER SETTING PUBLIC HEARING FOR PROPOSED LOCAL LAW
#4-2011 - FOUR WAY STOP AT INTERSECTION OF LIBERTY
STREET/WAWANDA AVENUE**

Mayor Winters said that rather than go to the expense of a new local law the stop signs would be moved to Wawanda Avenue to conform to the current ordinance. He said they should not be on the Liberty Street side.

NEW BUSINESS: CONSIDER ADOPTION OF LOCAL LAW #3-2011 – TAXI ORDINANCE

Motion by Trustee Stoddard, seconded by Trustee Alvarez and unanimously carried approving Local Law #3-2011 to amend Chapter 75 of the Code of the Village of Liberty, which pertains to Taxicabs. The only change needed to the proposed law drawn up by Attorney Chapman is Section C: eliminate dropped off.

In summary this amendment would include the following:

1. Increase the taxi permit fee to \$400 (from \$200)
2. Establishes an unlimited number of Medicaid taxi permits and sets a \$300 fee.
3. Clarifies a general right of entitlement to renewal of taxi permits
4. Makes findings why this extra type of permit is necessary.

This proposed law was put to a vote, which resulted as follows:

MAYOR RICHARD WINTERS	-	YES	
TRUSTEE SHIRLEY LINDSLEY	-	YES	
TRUSTEE CORINNE MCGUIRE	-	YES	<u>ADOPTED</u>
TRUSTEE JOAN STODDARD	-	YES	
TRUSTEE LUIS ALVAREZ	-	YES	

CONSIDER APPROVAL OF CHEMICAL BIDS FOR WASTE WATER TREATMENT PLANT

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving the following bids for a yearly supply of chemicals at the Wastewater Treatment Plant:

Polymer	-	Custom Env Tech Baltimore, MD	\$2.84/per pd ZetaLyte225CH
Polyaluminum Chloride	-	Holland Company Adams, MA 01220-1199	.176/per wet pd
Soda Ash	-	Slack Chemical Co. Carthage, NY	13.89 bag 55 bag pallet

All bids received were as follows:

NAME & ADDRESS	LIQUID FERROUS SULFATE	SODA ASH DEN.	POLYMER
Coyne Chemical 3015 State Road Croydon, PA 19021	No Bid	No bid	\$164.08/55#bag Zetag7587 Min 72 bags del
Thatcher Co. of NY PO BOX 27407 Salt Lake City, Utah 84127-0407	No bid	0.276 per lb.	No bid
Holland Company. Inc. 153 Howland Avenue Adams, MA 01220-1199	POLYALUMINIM CHLORIDE 0.176 per wet pd.	No bid	No bid
Custom Env Tech 8 Iron Bridge Drive Collegville, PA 19426 Baltimore, Md. 21208	no bid	No Bid	2.84/pd 3000 pds min ZetaLyte225CH
Slack Chemical Co. 465 S. Clinton Street PO Box 30 Carthage, NY 13619	POLYALUMINUM CHLORIDE 0.198/# BULK - 4000 gallons	13.89/bag 50# bg 56 bag pallet	No Bid

WASTEWATER TREATMENT PLANT – CONSIDER FLOW METER BID

Motion by Trustee McGuire, seconded by Trustee Stoddard and unanimously carried approving the bid of \$65.00/hour, .40/mile, from PID Controls, LLC of Glenwood, NJ for the yearly calibration, repair and maintenance of flow meters at the Wastewater Treatment Plant. The mileage charge is from Middletown, New York.

All bids received are as follows:

PID Controls LLC \$65.00/hour
PO Box 180 \$.40/mile
Glenwood, NJ 07418 from Middletown, NY

WASTE WATER TREATMENT PLANT - CONSIDER BID RESULTS UV BULBS

Motion by Trustee McGuire, seconded by Trustee Lindsley and unanimously carried approving the bid of \$28.00/per lamp for a total of 130 lamps (\$3,640.00) from Innovative Arc Tubes of Bridgeport, CT 06607.

All bids received are as follows:

Innovative Arc Tubes \$28.00 per lamp
1240 Central Avenue for a total of 130 lamps -
Bridgeport, CT 06607 \$3.640.00

CONSIDER APPROVAL OF CHEMICAL BIDS FOR WATER DEPARTMENT

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving the following bids for the yearly supply of Chemicals for the Water Treatment Facility:

Chlorine Gas 54-105CY	Slack Chemical Co. Croydon, PA	\$87.88/Cylinder 150 pd/cyl.
Polyalum. Hycl. PAC	Holland Company Adams, MA	.254 per wet pd 1,000 gal min.
Hydrated Lime	Slack Chemical Co. Carthage, NY	8.99 bag 50 lb bag
Soda Ash	Slack Chemical Carthage, NY	14.49/bag 50 lb bag
Ortho-Poly Phosphate Blend	Carus Phosphates Belmont, NC	.61/pd 55 gal drum
Polymer Powder	Slack Chemical Co. Carthage, NY	129.00 bag/ 50 pd bag
Potassium Permanganate	Thatcher Co. of NY Carthage, NY	2.780 pd/ Min 12 pails

Sodium
Hydrochlorite

Slack Chemical Co.
Carthage, NY

1.34/gal
55 gal drum

All bids received were as follows:

COMPANY BIDDING & ADDRESS	CHLORINE GAS 54-150 CY	POLYALUM. HYCLOXYC PAC	LIME HYDRATED POWDER	SODA ASH POWDER	ORTHO-POLY PHOSPHATE BLEND	POLYMER POWDER	POTASSIUM PERMANGANATE POWDER	SODIUM HYPO-CHLORITE LQD	CAUSTIC SODA LIQUID
Cryne Chemical 3015 State Road Croydon, PA 19021-6997 1-215-785-3000	\$177.00/150# cylinder 5 cyl. Min	No Bid	No Bid	No Bid	8.82/gal CP-723L Min 400 gal bulk del.	216.41/55#bag Min 5 bags Magnafloc-20	No bid	No Bid	No bid
Slack Chemical Co. 465 S. Clinton Street po Box 30 Carthage, NY 13619 315-493-3931	87.88/cylin. 150 # Deposit \$100.00	No bid	8.99/bag lb. Bag Pallet dep of \$12.00 refundable	14.49/50# bag	9.30/gall 10.5#galton min Bulk 400-650 gal.	129.00/bag 50 lb bag	3.21/pd 55.125 lb pall	1.34/gallon 55 gal. Drums \$45.00 drum deposit	no bid
Holland Company 153 Howard Avenue Adams, MA 01220-1199 413-743-1292	no bid	254 per wet pd 1,800 gal. man del	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Canus Corporation 315 Fifth Street PO Box 599 Peru, IL 61343-0599 800-435-6856 x6503	No bids	no bids	no bids	no bids	6.1/LB 55 gal. Drum	no bid	No bids	no bids	No bid
Thatcher Co. of NY P.O. Box 118 Williamson, NY 14589 518-762-2500 Ext. 7662	No bids	no bids	No Bid	0.276/per lb	no bids	2.818 per pd	2.78c per lb	no bids	no bids

CONSIDER AGREEMENT OF LEASE – STATE POLICE

RESOL. # 28-2011: Motion by Trustee Stoddard, seconded by Trustee Alvarez and unanimously carried approving Resolution #28-2011.

WHEREAS, the Board of Trustees of the Village of Liberty approves an Agreement of Lease with THE PEOPLE OF THE STATE OF NEW YORK (State Police Barracks);

WHEREAS, the Attorney for the Village has reviewed said lease and found all terms and conditions to be satisfactory;

WHEREAS, the Village of Liberty Board of Trustees authorizes Mayor Richard Winters to executive said lease on behalf of the Village;

NOW, THEREFORE, BE IT RESOLVED, the Agreement of Lease is as follows:

PARTIES

AGREEMENT OF LEASE, made this ____ day of _____ in the year two thousand eleven by and between

VILLAGE OF LIBERTY

whose address is 167 Main Street, Liberty, New York, 12754

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns and legal representatives, hereinafter referred to as Landlord, and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Superintendent of State Police pursuant to the Executive Law, hereinafter referred to as the State or Tenant;

WITNESSETH: the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

LETTING

1. The Landlord hereby leases to the Tenant and the Tenant hereby hires from the Landlord the following described premises, viz:

PREMISES A one story wood framed building with a finished basement and attached two car comprising approximately 4664 square feet of space, located at 5754 State Route 55, Village of Liberty, Sullivan County, New York; to be used for its official business by the EXECUTIVE DEPARTMENT, DIVISION OF STATE POLICE or by such other department, commission, board or officers of the State of New York as may be entitled by law to use same or to which the premises shall be allotted by such Superintendent of State Police as provided by the State Finance Law.

TERM

2. TO HAVE AND TO HOLD the said premises with the appurtenances, rights and privileges for the term beginning with **October 1, 2010**, and ending with **September 30, 2030**.

RENT

3. The Tenant shall pay the Landlord for the premises rent at the rate of
\$1.00 for the period October 1, 2010 through September 20, 2030.

Payable to The Village of Liberty Federal ID# 14-6002279
at 167 Main Street, Liberty, New York, 12754

CANCELLATION

4. It is agreed that the Superintendent of State Police and the Village of Liberty may at any time after **September 30, 2013**, terminate the lease without penalty by sending a written notice of its intention to terminate to the other party at its principal place of business. The notice will contain the date the lease terminates, which will not be less than one hundred eighty (180) days from the date the notice is mailed. The Superintendent's right to cancel the lease shall continue during any extension or holdover period.

MAINTENANCE

5a. The Tenant shall commit no act of waste and shall take good care of the premise and shall, in the use and occupancy of the premise, conform to all laws, orders, and regulations of the Federal, State and Municipal governments or any of their departments and shall obtain all permits and licenses necessary for the possession and use of the premise. The Tenant shall make all necessary and ordinary repairs to the premise as well as all repairs made necessary by misuse or neglect by the Tenant or Tenant's agents, employees, invitees, or licensee. If the possession, use or occupancy of the premise by the Tenant as a law enforcement agency requires changes or additions to be made to the premise to comply with Local, State or Federal law, such changes or additions shall be made by the Tenant at its expense.

5b. At the request of the Zone Commander or designee, the Village may make all necessary, ordinary and emergency repairs to the premise. Such ordinary and emergency repairs costing over five hundred dollars (\$500.00) shall require prompt notification to Division Headquarters (hereafter Division). The Village shall charge the Division for all reasonable expenses therefore, on a time and materials basis, as additional rent. The Village shall bill the Division for such additional rent on a monthly basis. A bill will not be considered timely and the Division shall not be responsible for payment where the bill is not submitted within one hundred eighty (180) days of the repair.

5c. In the event the premise requires a specific item of maintenance or upkeep, the cost of which exceeds the competitive bidding thresholds of the General Municipal Law (hereinafter GML), then the Village shall prepare plans and bid specifications for such work and submit the same to the Division for its approval. Upon approval by the Division, the Village shall advertise and solicit bids from qualified contractors in accordance with the GML. Any and all bids will be reviewed by the Village and the Division prior to any award. Upon approval of both the Village and the Division and prior to the commencement of any work, authorization with appropriate funding shall be provided by the Division, inclusive of a Purchase Order to the Village from the Division, if required. Notwithstanding the foregoing, the Division agrees to reimburse the Village for all reasonable expenses associated with the preparation, copying, advertising and review and award of the bid regardless of whether or not the bid is awarded or the work undertaken. In addition, if the work is undertaken, the Division agrees to reimburse the Village for all reasonable expenses associated with the oversight and inspection of the work as it proceeds and to its completion.

LANDLORD'S RIGHT OF ENTRY

6. The Tenant shall permit the Landlord at all usual proper times to enter the premises for the purposes of inspection or sale; and suffer the Landlord to make repairs and improvements to all parts of the building and to comply with all governmental orders and requirements applicable to the building. The Landlord, in exercising its rights under this clause, shall not unreasonably interfere with the Tenant's access, use and occupancy of the premises.

TO LET SIGNS

7. The Tenant shall permit the Landlord during the three (3) months next prior to the expiration of the terms, to place the usual notices of "To Let" or "For Sale" or "For Rent" upon the exterior of the demised premises.

SUBORDINATION

8. This lease is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the Tenant shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgages. In confirmation of such subordination, Lessee shall execute promptly within 30 days a written request, an appropriate certificate which Lessor provides.

However, this lease shall be subject and subordinate to the lien of any future mortgage or any future underlying lease provided that the holder of any such mortgage or the Landlord under any such underlying lease shall agree in the mortgage or lease or otherwise that this lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that at the time thereof this lease shall not be in default, and the Lessee when requested by the holder of such mortgage or the Landlord under any such underlying lease shall execute an attornment agreement to the holder of such mortgage or the Landlord under any such underlying lease should either succeed to the rights of the Lessor under this lease. Lessee agrees to provide Landlord with a written Estoppel Letter confirming the status of the lease and Tenant's and Landlord's compliance with same.

QUIET ENJOYMENT

9. The Landlord covenants with the Tenant that the Tenant, on complying with the terms of the lease, shall and may peacefully and quietly have any enjoy the said premises.

CONDITION OF PREMISES

10. The Tenant shall at the end of the term quit and surrender the demised premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted; provided, however, that this paragraph "10" shall not impair or otherwise reduce the Tenant's obligation of maintenance described in paragraphs, 5a, 5b, and 5c above.

NOTICE

11. Any notice by the Tenant to the Landlord shall be deemed to be duly given if mailed by certified mail, addressed to the Landlord at the address given above or any other address directed in writing by the Landlord, and any notice by the Landlord to the Tenant shall be deemed to be duly given if mailed by certified mail addressed to the Superintendent of State Police, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252.

NEW LANDLORD

12. In case the demised premises or the building of which the same is part shall be sold, conveyed, transferred, assigned, leased or sub-let, or if the Landlord shall sell, convey, transfer or assign this lease or rents due under this lease, or if for any reason there shall be a change in the manner of which the rental reserved hereunder shall be paid to the Landlord, proper written notice of such change shall be filed immediately by the Landlord with the Superintendent of State Police.

Any transfer, assignment or notice of same shall be subject to the provisions of Appendix A of this agreement as well as the approval of the State Comptroller's Office.

MERGER CLAUSE

13. It is understood and agreed by and between the parties hereto that no representations or promises have been made in respect to the demised premises other than those contained herein except those as may be contained in a rider attached to and made a part of this lease.

LANDLORD'S INTEREST

14. The Landlord represents that the demised premises above described are owned by the Landlord in fee simple absolute. Landlord shall provide Tenant with a copy of pertinent underlying and ground leases, if any.

NO DEVIATIONS

15. It is understood and agreed by and between the parties hereto that the agency in possession is not authorized to allow any deviations from the provisions of this lease, including substitutions for, or additions to, items of construction or alterations, or commit the State in any way.

It is further agreed that the Landlord will obtain prior written approval of the Superintendent of State Police for any deviation from the lease provisions.

REMOVAL OF PERSONAL PROPERTY

16. Any and all articles of personal property including, without limitations, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aeriels, owned or installed by the Tenant at its sole expense are and shall remain the property of the Tenant and may be removed by it at any time during the lease term, renewal, extension or holdover period. If such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aeriels are removed, the cost of repairing any damage to the building arising from such removal shall be paid by Tenant.

ALTERATIONS BY TENANT

17. It is understood and agreed by and between the parties hereto that during the lease period, renewal period, extension or holdover period the Tenant reserves the right to make minor alterations or installations at its sole expense, such as, painting, installation of telephone, data, and/or electrical outlets, erection or relocation of moveable partitions, etc. All other alterations require Landlord written prior approval which shall not be unreasonably withheld. All alterations made by Tenant shall be in conformance with all building codes and all other laws.

ALTERATIONS BY LANDLORD

18. It is understood and agreed by and between the parties hereto that relative to any alterations, other than minor alterations as mentioned above, which may subsequently be required by the agency in possession, the Landlord agrees to provide the Tenant with estimates based upon Tenant's plans and specifications for the work to be performed and Tenant shall, consistent with the duties imposed by paragraph 5c of this Agreement, reimburse the Village for all reasonable expenses associated with the preparation, copying, advertising, review, and award of estimate, and bid related documents prepared or secured by or at the expense of the Village. Upon approval by the Tenant the Landlord shall be authorized by the occupying agency or the Tenant to proceed with the subject alterations. If the Landlord elects, he may submit to the authorizing agency paid bills for partial work, which shall have been completed to the agency's satisfaction. The total of the partial payments shall not exceed eighty percent (80%) of the approved estimate for the entire proposed work; in the event of any revision in plans by the Tenant, which may increase or decrease the estimates, any balance or overpayment shall be adjusted on the basis of final bills for all completed work. In the event of overpayment by the Tenant as a result of the said revisions, as may be indicated by a final audit, Tenant is hereby authorized to make deductions from rental payments until it has recovered the amount of overpayment.

Any further balance due Landlord resulting from the final audit shall be due and payable upon completion of audit and submission by the Landlord of paid bills for completed work.

SIGNS

19. The Tenant may post and maintain such signs and notices as is reasonably required and permitted by law to inform the public as to its location in the building and shall have a right to have its name and other pertinent information on Landlord's lobby directory board.

MARGINAL NOTES

20. The marginal notes as to contents of particular paragraphs herein, if any, are inserted only for convenience, and are in no way to be construed as a part of this lease or as a limitation of the scope of the particular paragraphs to which they refer.

CONSENT

21. The Landlord and Tenant covenant that whenever the others consent is required under any of the provisions of this lease such consent shall not be unreasonably withheld.

SALE AND/OR TRANSFER

22. It is hereby agreed by the parties enumerated on page 1 that the Landlord shall not, at any point in time, sell or transfer title of the premises to a member and/or employee of the Division of State Police, immediate family and/or wholly owned corporation of the aforementioned. Should such proscribed transfer or sale occur, the Division shall have the option of immediately causing the lease to become null and void.

APPENDIX A

23. Appendix A, titled "Standard Clauses for NYS Contracts", (attached) is an integral part of this lease. In the event of a conflict between the Agreement and Appendix A, Appendix A shall take precedence.

OTHER UTILITIES

24. Tenant shall be responsible for all utility, electric, heating, and telephone communication bills during the term of the lease as well as the installation and service of all telecommunications devices.

INDEMNIFICATION

25. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the Tenant shall hold the Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Tenant or of its officers or employees when acting within the course and scope of their employment.

MISCELLANEOUS OBLIGATIONS

26. Tenant shall be responsible for all lawn mowing, landscape maintenance, snow plowing, salting, spring cleaning of parking lot and lawn area, carpet and tile cleaning and all replacement of window glass, as well as replacement of any light bulbs and fluorescent bulbs inside and outside of the building.

27. Tenant may not assign this lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

28. In the event the terms of this agreement are determined by a court of competent jurisdiction to be void or unlawful, the parties agree that they shall renegotiate the void or unlawful terms and that during such renegotiation, as much of the lease as shall not have been determined to be void or unlawful shall remain in effect.

CONSIDER LEASE OF COPIER FOR POLICE DEPARTMENT (OLD LEASE EXPIRING)

Motion by Trustee Stoddard, seconded by Trustee McGuire and unanimously carried approving a lease of a Lanier System LD 433 with Document Feed, Hard Disc Drive and Cabinet. The Lease would be for 60 months at a cost of \$114.04 per month, with a one time document fee of \$75.00. This lease also includes toner for the length of the lease.

Based on the fact that the price per copy is less than the current lease, the proposed lease is projected to be \$1.01 less than the current lease and the Village will not have to pay the cost of toner during the length of this lease.

CONSIDER DECLASSIFICATION OF DETECTIVE POSITION - TRUSTEE ALVAREZ

RESOL.# Motion by Trustee Alvarez, seconded by Trustee Stoddard and unanimously
29-2011: carried approving Resolution #29-2011.

WHEREAS, the Village of Liberty Board of Trustees desires to have the classified titles, Detective and Detective Sergeant declassified from the Competitive Class Jurisdiction;

WHEREAS, The Village of Liberty believes it to be in the best interest of this municipality to make necessary assignments to detective duties, due to the unique nature of such duties, as deemed appropriate; and allowing the Police Chief the flexibility needed in making such assignments rather than placing an individual into a title through competitive exam and having no ability to remove the person from such assignment, except through formal disciplinary process;

WHEREAS, persons designated in the assignment of detective may be eligible for permanent designation under N.Y.S. CSL sec. 58-4 © (ii);

NOW, THEREFORE BE IT RESOLVED, this matter will be sent to Sullivan County Personnel shown it was voted on in a Public Meeting on August 8, 2011.

CONSIDER CANCELLATION OF AUGUST 22ND WORKSESSION MEETING

Mayor Winters said unless something comes up that needs to be addressed there will be no Work Session Meeting on Monday, August 22nd.

CONSIDER CANCELLATION OF OCTOBER 10TH REGULAR MEETING DUE TO COLUMBUS DAY

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried to cancel the Regular Meeting of October 10, 2011.

Motion by Trustee Alvarez, seconded by Trustee McGuire and unanimously carried to hold a Regular Meeting on Tuesday, October 18, 2011 at 7:00 p.m.

CONSIDER ENGINEERING SERVICES CONTRACT PROPOSAL WITH DELAWARE ENGINEERING FOR THE WASTEWATER TREATMENT PLANT NEAR TERM IMPROVEMENTS - DIFFUSED AERATION AND INFLUENT SCREENING UPGRADE

RESOL.# Motion by Trustee Stoddard, seconded by Trustee Lindsley and
30-2011: unanimously carried approving Resolution #30-2011.

WHEREAS, the Village of Liberty Board of Trustees approves the following Contract with Delaware Engineering for the Near Term Improvements - Diffused Aeration and Influent Screening Upgrade and authorizes Mayor Winters to execute the contract with Delaware Engineer;

NOW, THEREFORE BE IT RESOLVED, the contract is as follows:

Enclosed for Village review and approval is our proposal for professional services related to the Near Term WWTP Improvements – Diffused Aeration and Influent Screening Upgrade. The scope of work for our professional services was developed based on our discussions with village personnel, site visits and review of applicable technologies and acceptable equipment/systems.

BACKGROUND

In late Fall 2010, November, Oxidation Ditch 1 was taken off-line due to a broken main shaft on surface aerator 1B. Following discussions with WWTP staff, the Mayor and the Village board, it was determined that new technologies would be installed, rather than repairing the inefficient and decades old brush aerator process. It was decided that with equipment approaching thirty years of operation that it was just a matter of time before the rest of the aerators started to experience mechanical failure.

Delaware proposed equipping the oxidation ditches with updated aeration and agitation equipment that would provide a more efficient and effective treatment process. Replacing the existing surface brush aerators with fine bubble diffused aeration grids to provide aeration and solids suspension, assisted by mechanical mixers to push flow around the oxidation ditches, was the preferred design option.

The WWTP chief plant operator expressed concern that screenings removal should also be addressed now. That is, the existing screens and comminutor (that should grind up rags, floatables etc.) are not working well. These units currently create suspended rope like strands that will get caught and hung up in the mechanical mixers and diffused air piping grid.

To improve the influent screening process and capture a greater percentage of suspended particles, reconfiguration of the headwork's area to accommodate a fine screen would be the most effective way to capture these particles prior to entering the oxidation ditch. Addition of a fine screen to the influent screening process would protect the oxidation ditch equipment as well as prevent large floatables from passing through the plant.

Plant staff also commented on accumulating fats and greases in tanks. However, it was agreed that these issues will be addressed via the sewer use ordinance and pre-treatment regulations with the industrial user.

Since the cost of the construction will exceed \$35,000, public bidding of the project will be required. Therefore, plans and specifications suitable for public bidding, and construction in accordance with NYS Municipal Law will need to be prepared.

Also, NYSDEC review and approval of an Engineering Report (which describes the proposed modifications) and subsequent plans and specifications, is required since changes to the process are being made. As such, engineering services to prepare these items are required.

ANTICIPATED UPGRADES

Anticipated near term WWTP improvements will include improvements to the influent flow screening process as well as upgrading oxidation ditch of aeration and agitation equipment. The existing headworks area will be modified to add manual coarse bar screens followed by a mechanically operated fine screen. Existing parallel 1" mechanical bar screens will be removed and replaced with 1" manual bar screens. Flow will continue through the existing grit chamber to the existing comminutor chamber. The comminutor will be removed and replaced with a mechanical fine screen with 6mm opening. Screenings will fall into a screenings washer/compactor, which will discharge into a wheelbarrow. The comminutor chamber/fine screen bypass manual barscreen will remain in place.

Oxidization ditch surface aerators will be removed and diffused aeration grids will be mounted to the floor of the oxidation ditches. Each oxidation ditch will be equipped with two aeration grids located in similar proximity of the existing surface aerators. Pressurized air will be piped and valved from new blowers installed on the second floor of the Influent Building to each diffused air grid. Mechanical propeller mixers will also be installed to keep solids in suspension as wastewater curves around the oval tanks. Walkways and access will be provided to any valve or control device necessary for operation.

The project cost in August 2011 dollars is estimated to be \$1,940,000. It is anticipated that the Village will secure a Bond to finance this work.

SCOPE OF SERVICES

Delaware Engineering P.C. proposes to provide the following professional services:

- Preliminary Design
- Design Services
- Bid/Award Services
- Engineering during Construction
- On Site Observation Services
- As-Builts
- Subcontractor Services

A description of each of these tasks follows:

Preliminary Design

To date, Delaware preliminary engineering services have included:

1. Traveling to site to verify location and assess the existing condition of the wastewater treatment plant oxidation ditch surface aerators
 - Oxidation ditch surface aerator 1B had a broken main shaft and requires replacement for oxidation ditch 1 to operate.
2. Reviewed existing plant construction drawings to verify oxidation ditch volume and other plant geometrical dimensions
3. Generated several feasible design options
 - Aspirating Mixers
 - Diffused Aeration Grids with Mechanical Mixers
 - Diffused Air Grids with Coarse Bubble Air Lift

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4. Reviewed design items with WWTP staff and The Village Board
 5. Contacted equipment vendors for technical information and equipment price quotes
 6. Generated and compared total project cost estimates
 - Aspirating Mixers
 - Diffused Aeration Grids with Mechanical Mixers
 - Diffused Air Grids with Coarse Bubble Air Lift
 7. Generated preferred design option drawings to incorporate into final design
 8. Reviewed for approval preferred design option with wastewater treatment staff and the Village Board
 9. Prepared a project summary, schedule and cost estimate for Village Board of Trustees

Design Services

1. Travel to site to review existing conditions and gather additional information needed for work.
2. Coordinate and review project work with the Village WWTP staff via site visits, telephone and email.
3. Prepare an Engineering Report describing proposed process and equipment changes.
4. Forward report and cover letter to NYSDEC- New Paltz for review and comment.
5. Prepare a response to NYSDEC comments, if required and submit a revised report to NYSDEC New Paltz for final approval.
6. Prepare Contract Documents [i.e., plans and specifications] for a two prime contracts (i.e., general and electrical, Contract No. VL2-G-11 – General and VL2-G-11 – Electrical), for bidding in 2011 accordance with NYS Municipal Law.
7. It is anticipated that the following Contract Drawings would be prepared:
 - Cover Sheet
 - G-1 Existing Site Plan
 - G-2 Upgrade Site Plan
 - M-1 Influent Screening Plan and Profile
 - M-2 Influent Screening General Details
 - M-3 Influent Screening General Details
 - M-4 Oxidation Ditch Plan and Sections
 - M-5 Oxidation Ditch General Details
 - M-6 Oxidation Ditch General Details
 - M-7 Influent Building Plan and Sections
 - M-8 Influent Building General Details
 - E-1 Electrical Plan
 - E-2 Details and Schedules
 - E-3 Oxidation Ditch Plan and Details
 - E-4 Influent Screen Plan and Details
 - HV-1 Influent Screening Building HVAC Plan and Details
 - HV-2 HVAC Details
8. Obtain prevailing wage schedules.

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9. Prepare specifications to include bid notice/advertisement, information for bidders, work item descriptions, bid forms, bond requirements, agreement information, general conditions, special conditions, technical specifications, prevailing wage schedules & permits. It is anticipated that a storm water pollution prevention plan (SWPPP) will not be required
 10. Review Contract Documents with the WWTP staff and the Mayor.
 11. Forward three sets of contract documents to NYSDEC – New Paltz for review and comment
 12. Review and address NYSDEC comments (one round of comments) and provide written response letter to DEC comments. Conduct a teleconference or meet with NYSDEC and the Village to review comments in Liberty or New Paltz.
 13. Forward three sets of revised contract documents to NYSDEC – New Paltz for final approval.
 14. Provide Village with probable cost estimate (one time) at completion of design.
 15. Reproduce and provide up to twenty sets of contract documents to the Village for bidding purposes.

Bid/Award Services

1. Provide a copy of the bid notice to the Village for their subsequent publication of the legal notice in their local newspaper and fax the notice to several contractors who have performed well on previous projects.
2. Attend bid opening and pick up all bid documents from the Village for bid review.
3. Review and tabulate bids.
4. Provide the Village with bid review results and recommendations regarding award of the two prime construction contracts.
5. Prepare and submit to the Village a Notice of Award for execution by the Mayor, and subsequently submit Owner-signed notices to the two prime contractors, for execution and return with bonds and certificates of insurance.
6. Review contractor bonds and certificate of insurance, and if acceptable, prepare Notice to Proceed for the contracts.
7. Prepare and submit to the Village three “execution” copies of the Contract Documents for the contract (one copy each for the Village, each prime contractor and engineer) that include copies of the contractor’s bid sheets bid (e.g., actual bid sheets, non-collusive forms, etc.), bonds, certificate of insurance, Notice of Award, Notice to Proceed for subsequent endorsement by the Village and the successful contractors.
8. Provide three sets of construction documents to the successful contractors for use during construction.

Engineering During Construction:

These services are conducted by design/office staff.

1. Review and process contractor shop drawings and submittals as necessary to confirm that the contractor is providing the required items.
2. Maintain two files containing contractor shop drawings and submittals. Provide one copy to the Village for use during construction and for future record purposes.

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3. Periodically visit the project sites to review progress of work. Design engineering staff will periodically visit the project sites to review progress of work; duration of on-site visit of up to 4 hours. We have budgeted up one visit per week for this activity; additional visits can be provided as an additional service at an additional cost.
 4. Review and process monthly contractor payment request including review of the draft "pencil" copy of the AIA forms, generation of final AIA payment request cover sheet form and spreadsheet form to substantiate the costs.
 5. Submit recommendation for payment letter, with cost information (e.g., AIA forms, cost summary spreadsheet, etc.), for each contractor payment request to the Village. Project budget is based on preparation of up to six (including the final) payment requests for each prime contractor
 6. Process project change orders. Costs are based on preparation of up to a total of two change orders for each contract for this project.
 7. Discuss project activities with the on site representative, Village and the prime contractors
 8. Conduct Final Inspection with the Village and the contractors to confirm that work has been successfully completed and to develop a punch list of remaining work if needed. Contractors will complete remaining work before submitting for final payment request
 9. Prepare contract close-out package, including the certificate of substantial completion, contractor's affidavit of release of liens and final payment request and forward to the prime contractors and Village for processing. Forward fully executed copies to Village and contractors.
 10. Develop letter and forward to NYSDEC certification that the project was constructed in accordance with the plans and specifications.

Costs for construction administration services are based on a six-month construction period (four months of onsite work and two months of pre- and post- work).

On-Site Observation Services:

These services are conducted by design/office staff or a construction inspector.

1. Provide on-site construction inspection during significant work events. For this project we have budgeted and anticipate full time (up to 8 hours per day) inspection for approximately 3 months (12 weeks) (480 hours) and part time 1 month (4 weeks) (80 hours) inspection during onsite work performed by the contractor. Costs billed to the Village will be based on a rate of \$65/hour plus reimbursable expenses, for the on-site representative at actual on-site hours. If it appears hours required will exceed that anticipated and budgeted. Delaware will discuss with the Village to determine if additional coverage (at additional cost) will be necessary and prepare a contract amendment if desired by the Village.
2. On site representative will observe on-site construction activities to ensure that work is conducted in accordance with the approved Contract Documents and will maintain regular contact the Village WWTP staff and design design/office staff to review progress and discuss project issues.
3. On site representative will complete daily reports (forms to provided by Delaware) and maintain in a three-ring binder; one copy of the binder will be provided to the Village at completion of work.

4. On site representative will take digital job photos and provide a CD to the Village at completion of work

As-Built/Record Drawings

1. Prepare as-built/record drawings, based on as-built information provided by the contractors and collected by the on-site representative.
2. Provide two sets of paper 24" x 36" drawings and a digital copy in pdf format to the Village for record purposes.

ASSUMPTIONS

The contract is based on the following assumptions:

- All construction work will be performed by outside contractors – no work will be undertaken by the Village.
- All WWTP operations will remain under the complete control of the Village WWTP staff, and operations will continue to proceed during the work by utilizing screenings bypass channels and alternating oxidation ditch operations.
- Construction will proceed from January 2011 (submittal review, project preparation, ordering of equipment, etc.) through May 2011 (six months total).
- Construction-phase services are based on six months of construction. Services beyond this duration will be considered as additional services which will be eligible for additional compensation.
- No environmental review or SEQR is required since all work takes places within existing structures and trenches.
- No stormwater pollution prevention plan (SWPPP) is required since any surface disturbance will occur in less than 0.9 acres.
- The Village will secure immediate funding for the work using short term financing followed by a bond at completion of work.
- Delaware will coordinate directly with WWTP staff and will attend monthly Village Board meetings to apprise the Board of project activities

SUMMARY OF COSTS

Delaware Engineering and their subcontractors will complete the above listed professional services for a not-to-exceed cost of **\$189,000**.

A breakdown of costs is as follows:

Engineering Services	
• Preliminary Design/Engineering Report to NYSDEC	\$ 5,000
• Design Services	\$ 90,000
• Bid/Award Services	\$ 8,000
• Engineering during construction (6 months)	\$ 42,000
• On-Site Observation Service (3 month full time, 1 month ½ time)	\$ 36,000
• As-Builts	<u>\$ 5,000</u>
Subtotal	\$ 189,000

Professional Services Total \$ 189,000

COMPENSATION

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate Schedule in effect (for the year) at the time of the work. Compensation shall commence for services provided from the date of contract execution until completion of the work.

Total contract compensation shall not exceed **\$189,000** unless prior authorization is received from the Client.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 45 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Larry Rogers.

ADDITIONAL SERVICES

Additional services can be provided if deemed necessary and approved by the Village. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Village prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet apply to this contract. Note: These are the same terms which were part of our WWTP evaluation contract in 2010.

ATTACHMENTS

- 2011 Rate Schedule
- Standard Terms and Conditions
- Project Summary (August 8, 2011)
- Project Estimate (August 8, 2011)

These attachments are available in the Village Clerk's Office.

PUBLIC COMMENT: Mayor Winters opened the meeting to comments from the Public.

Elizabeth Montag (Wawanda Avenue) said it is very hard to stop on Wawanda Avenue in the winter time. She said it is not always salted and sanded enough to stop.

Mayor Winters said if she ever sees that it is not to report it immediately.

Margaret Lindsley (Wawanda Avenue) said she has a problem with people going thru her recyclables and leaving them dumped on her lawn.

Elizabeth Montag (Wawanda Avenue) said during the power outage recently some generators in her neighborhood ran for sixteen (16) hours straight, making it very noisy.

The Board said many times they are needed for medical reasons.

Daniel Ratner Sr. (Lake Street) discussed the electric car, which he has running. He said he would like the village to retain ownership of the car and allow Liberty Pride to use it as needed.

Attorney Karahulik said each organization should have a hold harmless insurance stipulation for the Village.

The Board said they would also have Judy look into the matter with the Village's insurance agent.

TRUSTEE Mayor Winters opened the meeting to comments from the Board.
REPORTS:

Trustee Alvarez discussed the unpaid parking tickets that remain in the Village and the possibility of collection.

Police Chief Mir said he had some interns coming to work and they will look at the tickets to see if anything can be done with any of them.

Trustee Stoddard had no comment.

Trustee McGuire asked about the status of the meat packing plant.

Charlie Barbuti Jr. said they are still addressing the water runoff at the site to see if there is a plan that will work for this property.

Trustee Lindsley volunteered to help Police Chief Mir with the parking tickets.

Mayor Winters had no comment.

BILLS FOR Motion by Trustee Stoddard, seconded by Trustee Lindsley and
PAYMENT: unanimously carried approving Voucher #12-181 to Voucher #12-255 in the amount of \$138,259.25, with the following exception:

Voucher #12224 – Bonacic, Krahulik, Cuddeback and McMahon – Amount \$2,916.67.

Trustee Stoddard said if this voucher is to be approved, the new Retainer Agreement should be approved first.

CONSIDER RETAINER AGREEMENT FOR BONACIC, KRAHULIK,
CUDDEBACK, MCMAHON AND BRADY, LLP - DATED JULY 25, 2011.

Motion by Trustee McGuire, seconded by Trustee Alvarez and carried approving the Retainer Agreement for Bonacic, Krahulik, Cuddeback and McMahon and Brady, LLP dated July 25, 2011 increasing the payment to \$35,000 yearly from June 1, 2011 thru March 31, 2013, making the monthly payment due - \$2,916.67.

Trustee Stoddard voted NO on this agreement, stating she understands the rate is reasonable, however many employees, including the Police Department and Office Staff gave back their raises this year to keep the budget on track and she did not feel it was fair to turn around and give it to another entity.

Trustee McGuire and Trustee Lindsley said the Attorney does a lot for the amount of retainer he is requesting.

Post Audit Vouchers

Motion by Trustee McGuire, seconded by Trustee Lindsley and unanimously carried approving post audit Voucher #12-176 to Voucher #12-180 in the amount of \$248,603.84.

AJOURN: Motion by Trustee Stoddard, seconded by Trustee McGuire and unanimously carried to adjourn the meeting.

THE MEETING WAS ADJOURNED AT 8:55 P.M.

RESPECTFULLY SUBMITTED,

JUDY ZURAWSKI, CLERK/TREASURER