

REGULAR MEETING

MAY 9, 2011

The Board of Trustees held the Regular Meeting of May 9, 2011, at the Village Municipal Building, 167 North Main Street, Liberty New York. Deputy Mayor/Trustee McGuire opened the meeting with the Pledge of Allegiance.

PRESENT: Deputy Mayor/Trustee McGuire, Trustee Joan Stoddard, Trustee Shirley Lindsley, and Trustee Luis Alvarez. Also Present: Robert Krahulik, Attorney for the Village and Judy Zurawski, Clerk/Treasurer.

ABSENT: Mayor Richard Winters

ALSO PRESENT: Henrich Strauch, Daniel Ratner Sr., William Cogswell, Elizabeth Montag, Steven D’Gata, Jennifer Adamec and Charlie Barbuti Jr.

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

PUBLIC HEARING - APRIL 25, 2011 RE: FIRE LANES

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving the following minutes:

WORK SESSION MEETING - APRIL 25, 2011

CORRESPONDENCE: Deputy Mayor/Trustee McGuire said the Village has received and sent the correspondence and it is available for review in the Clerk’s Office:

INCOMING

- Letter from SC Treasurers Office Re: Properties 4/25/11
- Letter from State of New York Re: CHIPS 4/28/2011
- Letter from G. Orseck Re: Potholes 4/28/11
- Letter from Pizza Hut Re: Liquor License 4/26/11

OUTGOING

- Letter to Kathy Sprague Re: VOL parcels 4/18/2011

PUBLIC COMMENTS: Deputy Mayor/Trustee McGuire opened the meeting to comments from the Public.

Daniel Ratner Sr. (West Lake Street) updated the Board on the Sullivan Renaissance Park Project. He said they broke ground, removed the blacktop and have topsoil coming this week. He also said they will be

putting Rip Rap (stones to stabilize the bank) in the brook and that Assemblywoman Gunther's office is helping them with the NYSDEC matters.

Daniel Ratner also informed the Board that they litter plucked on Saturday, with Trustee Stoddard and her daughter, which netted twenty-five bags of garbage down in the area of Subway.

William Cogswell (State Route 55) discussed the recent credit the Village Board gave a water/sewer customer. He demonstrated how easy it is to have a very large consumption of water and stressed the customer should have had to pay for their own testing.

ATTORNEY

COMMENTS: Attorney Krahulik had no comment.

TREAS. REPORT: Treasurer Zurawski informed the Board that the Health Insurance is out to bid to four providers – Empire, MVP, Emblem and CDPHP.

Treasurer Zurawski also reported on the following:

- ❖ The state auditors are still at the Village working and our own auditors will also be here next week to start their audit.
- ❖ The MTA Group will be at the next meeting to do a presentation regarding the possibility of taking over the delinquent taxes and the foreclosure process.

TABLED BUSINESS: UPDATE ON REVONAH HILL WATER TANK

Deputy Mayor/Trustee McGuire said there was nothing new to report.

UPDATE ON GREEN LANE SEWER PROJECT

Deputy Mayor/Trustee McGuire said Code Enforcement Officer Pamela Winters is working on the easements needed for Green Lane and DPW Supervisor Peter Parks was reviewing the proposal as he thought there were some items where money could be saved.

CONSIDER ADOPTING LOCAL LAW #2-2011 – FIRE LANE

This item was **tabled** until the local law is received from the Village Attorney.

UPDATE ON ORCHARD STREET APARTMENTS LLC AND SURPLUS LAND 112-4-23 AND 112-4-24

Jennifer Adamec explained she was interested in purchasing this property as it is adjacent to her land and she wanted to acquire it for parking. She said

she did not bid, however because the minimum bid was much higher than she anticipated. She asked the Board if it was possible to waive the attorney fees since she was already paying her own attorney.

Village Attorney Krahulik explained that Village taxpayers should not have to pay for an issue like this and it is out of the regular realm of work so the Attorney must charge for the work. Attorney Kruhulik explained the Board has two options at this point:

- ❖ Put it out to bid again at a lower price
- ❖ Have Jennifer Adamec make a formal offer in writing and see if the Board is willing to accept it.

Jennifer said she would put in an offer to the Village and see if the Board of Trustees is willing to accept it.

CONSIDER FEE FOR WATER POSTING

This item will be tabled until the Village Attorney can review this matter and determine if the fee can be done by resolution or if it has to be a local law.

CONSIDER MUNICIPAL COOPERATION AGREEMENT WITH TOL RE: JUSTICE

RESOL# Motion by Trustee Stoddard, seconded by Trustee Lindsley and
14-2011: unanimously carried approving Resolution #14-2011, which approves the Municipal Cooperation Agreement between the Village of Liberty and the Town of Liberty and the Rider to this Agreement as follows, with the following change:

Under #4 in the Rider the wording shall be Chief of Police **or his designee**.

MUNICIPAL COOPERATION AGREEMENT

AGREEMENT made as of the 1st day of April, 2011 by and between **TOWN OF LIBERTY**, a municipal corporation, having an address at 120 North Main Street, Liberty, New York 12754 ("Town"), and **VILLAGE OF LIBERTY**, a municipal corporation, having an address at 167 North Main Street, Liberty, New York 12754 ("Village").

WITNESSETH:

WHEREAS, Village has elected to abolish the position of Village Justice in accordance with the provisions of §3-301 of the Village Law of the State of New York; and

WHEREAS, as a result of the abolition of the office of Village Justice, Village's Justice Court shall cease to exist and all matters pending therein or hereafter arising that would be heard therein shall be heard before Town's Justice Court; and

WHEREAS, as a result of the consolidation of Village's Justice Court into Town's Justice Court, Town shall require additional facilities and services in order to provide effective judicial services to the residents of Town and Village; and

WHEREAS, Village is capable of providing to Town such additional facilities and services required by Town, it is in the interest of Village and its residents to do so and, in the spirit of municipal cooperation, Village desires to do so.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Village shall provide to Town the facilities and services hereinafter described and Town shall compensate Village for such facilities and services in the following manner:

1. Village shall make available to Town for use by Town's Justice Court and its personnel the following space in the Village Hall at 167 North Main Street, Liberty, New York: the existing Courtroom and court related furniture, furnishings and fixtures therein, including the video surveillance system; the existing Village Justice chambers and the furniture, furnishings and fixtures therein; the existing holding cells; the existing restrooms; the small room near the existing restrooms; and the old truck bay. Village shall clear out of the small room and truck bay all items not required by Town in connection Town's Justice Court operations. The aforesaid facilities shall be available and accessible by Town and its Justice Court personnel on a twenty-four hour, seven-day a week basis.

2. Town shall cause Village to be named as an additional insured on Town's existing general liability insurance policy so as to provide primary coverage to Village there under in conjunction with liability that may arise out of the public use of the aforesaid facilities in conjunction with the operation of Town's Justice Court therein. Town shall provide to Village a certificate of insurance evidencing the foregoing.

3. Village shall provide all utilities (i.e. heat, air-conditioning, electric, lighting, hot and cold water, cleaning and maintenance required for the reasonable use by Town of the aforesaid facilities.

4. Upon and at the request of the Justices of Town, Village shall direct a police officer of Village, as part of the performance of his or her official duties as a member of Village's police department, to be present at the facilities being provided to Town by Village pursuant to this Agreement for the purpose of providing security to and for the Town Justice Court, the Town Justices, court personnel and the public during Town Justice Court proceedings. The foregoing obligation of the Village shall be subject to the conditions that (a) no Village police officer shall be provided to Town in the event of a Village emergency that requires the presence elsewhere of all available Village police officers and (b) in the event that the police officer assigned to the court duties becomes unavailable for any other reason, Village shall arrange for its Chief of Police to perform the required duties. At all times, Village's police officers shall be acting in their official capacity as police officers and employees of Village. They shall not be deemed employees of Town nor shall Town or its insurance carriers be liable for any claims arising out of the performance by Village's police officers of their duties hereunder. Village shall defend, indemnify and hold harmless Town against any and all claims asserted against Town, its officers and/or employees arising out of acts and omissions of Village police officers associated with their performance of duties pursuant to this Agreement.

5. Town shall pay to Village the sum of \$200.00 per month for all of the facilities and services to be provided by Village pursuant to this Agreement with the exception of the police services to be provided pursuant to paragraph 4 above. With respect to such police services, Town shall pay to Village \$48.95 for each hour that a Village police officer is assigned to and is present at the facilities being provided to Town by Village pursuant to this Agreement and performing his or her duties as required hereunder. Town shall be obligated to pay Village for a minimum of three (3) hours on account of each occasion that Town requests police presence and the same is provided, even in the event such police presence is not required for a full three (3) hours. Village shall submit a voucher to Town's finance department on or before the first Monday of each month setting forth the amounts due to Village from Town pursuant to this Agreement for the preceding month, which

voucher shall be presented for audit and approval at Town's regularly scheduled Town Board on the third Monday of each month. Following audit and approval of the voucher, Town shall pay Village as soon as practicable thereafter in the ordinary course of Town's business as with Town's other vendors.

6. This Agreement shall remain in full force and effect on a month-to-month basis. Either party may terminate this Agreement, with or without cause, by giving the other party written notice of termination which shall be given not less than thirty (30) days prior to the effective date of termination and such effective date of termination shall be the last calendar day of the month. Notice shall be given to the Town Clerk or the Village Clerk, as the case may be, at his or her office and may be given by personal delivery during regular business hours or by certified mail, return receipt requested. Notice shall be deemed given upon receipt.

7. If any clause, provision, subsection, section, paragraph or article of this Agreement shall be ruled invalid by a Court of competent jurisdiction, then the parties shall (a) promptly meet and negotiate a substitute for such clause, provision, subsection, section, paragraph or article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (b) if necessary or desirable to accomplish item (a) above, apply to the Court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (c) 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 (a) and (b) 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. This Agreement shall be governed by the laws of the State of New York.

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

10. 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.

11. This Agreement has been authorized by resolution of the Town Board of the Town of Liberty duly adopted on April 4, 2011 and by resolution of the Village Board of the Village of Liberty duly adopted on May 9, 2011.

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

**RIDER TO INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF LIBERTY AND
THE VILLAGE OF LIBERTY**

This Rider is intended to supplement the Municipal Cooperation Agreement (the main agreement) between the Town of Liberty (Town) and the Village of Liberty (Village) made as of the 1st day of April 2011, relating to the use by the Town of certain of the Village's facilities for court related purposes. In the event the terms of this Rider and the main agreement differ, the terms of this Rider shall prevail.

1. The space available for the non-exclusive use by the Town shall be as described in the Municipal Cooperation Agreement except that the use of the Chambers of the Court commences and ends. It is the responsibility of the Town to secure all Court documents. The "Chambers" shall solely include the rectangular room on the second

floor of Village Hall, which has two access points and which adjoins and is accessed by a door near where the Code Enforcement Officer of the Village sits.

2. The old truck bay shall be made available to the Town by Village at such time as the Village, by resolution of the Village Board, determines the same is ready to be made available. The use shall be non-exclusive by the Town except during Court the Town shall have exclusive use thereof.
3. Police Protection, method of request: (a) Police protection shall be furnished by Village and paid for by the Town for a three hour period, or the actual length of time Court is in session, whichever is longer, at a rate of \$48.95 per hour. (b) Police Protection shall be requested by Town Court personnel to the Chief of Police of the Village of Liberty in a manner acceptable to the Chief of Police.
4. Need for police elsewhere: If all police on duty are responding to other police business, the Chief of Police shall, if he is working his planned shift, attend Court session to provide protection for the Town Justice. Nothing herein or in the main Municipal Cooperation Agreement prohibits the Village Police Chief of the Office in Charge from dispatching and directing the Police Officers of the village of Liberty, including those providing protection to the Justice Court from attending to any other public safety duty, whether under emergency circumstances or not. The intent of the Municipal Cooperation Agreement and this rider is to generally have a police officer of the Village of Liberty stationed in the Justice Court during Court proceedings as provided for herein, and to have the Town pay the Village for such services. However, nothing precludes the Chief of Police or Officer in Charge from directing police officers as he or she sees fit to provide public safety services.
5. Submittal of Vouchers for services. The failure of the Village to strictly comply with the time requirements provided for in the main Municipal Cooperation Agreement shall not void the responsibility if payment by the Town to the Village, at the time for payment shall be extended to take into account the delay of the Village in sending invoices to the Town. Nothing herein shall require Town to hold an extra meeting to audit the costs submitted by Village (and authorize payment thereon); and if invoices are delayed by the Village to a point where is would require Town to hold a special meeting to pay the Village, such payment to the Village shall be authorized to be delayed a reasonable time so as not to inconvenience Town by requiring Town to hold a special meeting to audit said vouchers and authorize payment.
6. No obligation to make repairs/replace equipment. There shall be no obligation to Village to repair or replace equipment used by Town.

This ride is dated April 25, 2011.

Both the Municipal Cooperation Agreement and the Rider shall require the signatures of Mayor Richard Winters and Supervisor John Schmidt.

CONSIDER BID RESULTS – SURPLUS VEHICLES

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving the sale of surplus vehicles to the following high bidders:

Carl Salamon	-	2001 Dodge Pickup	-	\$867.00
Dominic Fontana	-	1998 One-Ton Van	-	\$700.00

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried rejecting the bid for the 1990 International Dump Truck as the Village will be able to sell it for scrap at a better price. The scrap price will be \$1,116.00 and the tires will be removed to be used on the new recycling truck.

All bids received were as follows:

Carl Salomon:	2001 Dodge Pickup -	\$867.00
	1998 One Ton Van -	\$328.00
	1990 International Dump -	\$837.00
Dominic Fontana:	1998 One-Ton Van -	\$700.00
Liberty Scrap Metal:	2001 Dodge Pickup -	\$451.99
	1998 One Ton Van -	\$452.99
	1990 International Dump -	\$851.99
JoVic Enterprises	2001 Dodge Pickup -	\$281.00
	1998 One Ton Van -	\$299.00
	1990 International Dump -	\$325.00

CONSIDER LOAN FROM SANITATION TO GENERAL FUND FOR WORKING CAPITAL

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving a loan of up to \$20,000.00 to the General fund from the Sanitation Fund. This loan will be paid back as soon as the tax money for 2011/2012 begins to come in.

CONSIDER LOAN TO SEWER FUND FROM SANITATION RE: DEBT SERVICE PAYMENT

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving a loan of up to \$45,000.00 to the Sewer Fund from the Sanitation Fund. This loan will be paid back as soon as the two billings in May are completed and revenues begin to come in.

CONSIDER EXTENSION OF HACK AND TAXI LICENSES TO JUNE 13, 2011

Motion by Trustee Lindsley, seconded by Trustee Lindsley and unanimously carried to extend the hack and taxi licenses until June 13, 2011. This will allow the money to be collected in the new fiscal year as well as all the paperwork to be processed.

CONSIDER GOING OUT TO BID FOR VEHICLE MAINTENANCE – LABOR – PARTS

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried to go out to bid for Maintenance, Labor and Parts on Village Vehicles.

The bid opening will be Friday, June 24, 2011 at 11:00 a.m.

CONSIDER BUDGET MODIFICATIONS FOR 2010/2011 BUDGET

RESOL.# Motion by Trustee Stoddard, seconded by Trustee Lindsley and
15-2011: unanimously carried approving Resolution #15-2011.

RESOLVED, the Board of Trustees of the Village of Liberty approves the following Budget Modifications for the 2010/2011 fiscal year:

SANITATION FUND	(Needs \$\$)	(Has Excess)
CL522/8160.87/HOSPITIZATION	\$ 8,000.00	
CL522/8160.411 VEHICLE		4000.00
CL522/8160.46		4000.00

MEDICAL IS OVERDRAWN DUE TO LARGE INCREASE IN JAN 2011, RECLASSED FROM ACCOUNTS THAT HAVE AN EXCESS.

WATER FUND:

F522/9060.8/EMPLOYEE BENEFITS (MEDICAL)	\$ 14,500.00	
F522/8310.1/PERSONAL SERVICES	\$ 1,400.00	
F522/9030.8/SS	\$ 108.00	
F522/1910.4/INSURANCE		\$8,700.00
F522/1950.4/PROPERTY TAXES		\$3,400.00
522/1990.4/Contingent		\$3,908.00

MEDICAL IS OVERDRAWN, SAME SCENARIO

GENERAL FUND:

A522/1325.1	CLERK-FULL TIME	86.00
A522/1325.83	CLERK-SS	7.00
A1620.42	BUILDINGS/UTILITIES	8,000.00
A522/1620.4	BUILDINGS - CONTRACTURAL	6,000.00
A522/1620.414	OFFICE SUPPLIES - GEN	2,000.00
A522/3020.1	DISPATCH/PERSONAL SERVICES	4,001.00
A522/3020.83	DISPATCH/SS	307.00
A522/3020.87	DISPATCH/HOSPITAL	1,300.00
A522/3120.1	POLICE - PERSONAL SERVICES	46,000.00
A522/3120.414	POLICE - SS	4,055.00
A3120.12	POLICE/OVERTIME	7,000.00

A522/5110.411	DPW - VEHICLE	10,000.00
A522/5110.42	DPW-UTILITIES	12,000.00
	Total	\$124,764.00

TO RECLASS ACCOUNT BALANCES TO OVEREXPENDED ACCOUNTS IN
GENERAL
FUND ACCOUNTS - SEE NEXT
SHEET

GENERAL FUND:

A522/1620.43	BUILDINGS - INSURANCE	17,253.00
A522/1930.4	JUDGEMENTS AND CLAIMS	1,000.00
A522/1964.4	REFUNDS OF PROPERTY TAXES	5,000.00
A522/1990.4	CONTINGENT	53,279.00
A522/510.413	DPW-CONSTRUCTION	10,000.00
A522/5110.45	DPW-NON EMPLOYEE SERVICES	5,020.00
A522/5110.81	DPW-RETIREMENT	4,204.00
A5142.412	DPW-SNOW	5,000.00
	Total	\$124,764.00

TO RECLASS ACCOUNT BALANCES TO OVEREXPENDED ACCOUNTS IN
GENERAL
FUND ACCOUNT

**CONSIDER RELEVY RESOLUTION OF WATER/SEWER/ACCTS REC TO
2011/2012 TAXES**

RESOL.# Motion by Trustee Stoddard, seconded by Trustee Lindsley and
16-2011: unanimously carried approving Resolution #16-2011.

RESOLVED that pursuant to Chapter 67.5 and Chapter 83 of the Code of the Village of Liberty pertaining to unpaid water and sewer rents, the following listing of unpaid rents billed before March 1, 2010 and unpaid by May 1, 2010 shall be added to the real property tax of the owner of the property whose property benefited by the use of the water/sewer systems, and the Village services to wit:

The total amounts are:	Water	-	\$29,632.51
	Sewer	-	\$35,584.77
	Accts. Rec.	-	\$ 7,587.81

TOTAL TO RELEVY: \$72,805.09

**CONSIDER USING SYNAGRO FOR SLUDE REMOVAL AT THE WASTE
WATER TREATMENT PLANT FOR THE 2011-2012 FISCAL YEAR**

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried to continue with Synagro of Naugatuck, CT at a cost of \$95.00 per wet ton for the removal of sludge from the Waste Water Treatment Plant during the 2011-2012 fiscal year.

**CONSIDER RESOLUTION IN RECOGNITION OF JONATHAN RAMIREZ –
EAGLE SCOUT**

RESOL. # Motion by Trustee Stoddard, seconded by Trustee Alvarez and unanimously
17-2011: carried approving Resolution #17-2011.

**CONGRATULATORY RESOLUTION
IN RECOGNITION
OF JONATHAN ADAM RAMIREZ**

WHEREAS, JONATHAN ADAM RAMIREZ IS A VILLAGE OF LIBERTY RESIDENT; AND

WHEREAS, JONATHAN ADAM RAMIREZ ATTENDS LIBERTY HIGH SCHOOL; AND

WHEREAS, JONATHAN HAS BEEN AN ACTIVE AND EXEMPLARY MEMBER OF THE CUB
SCOUTS AND BOY SCOUTS AND;

WHEREAS, JONATHAN HAS SUCCESSFULLY COMPLETED THE REQUIREMENTS
NECESSARY FOR **EAGLE SCOUT** DESIGNATION; AND

WHEREAS, JONATHAN HAS BEEN AWARDED THE HIGHEST HONOR TO BE BESTOWED
UPON A BOY SCOUT, THAT OF AN **EAGLE SCOUT**;

NOW, THEREFORE, BE IT RESOLVED THAT THE VILLAGE BOARD OF TRUSTEES OF THE
VILLAGE OF LIBERTY RECOGNIZES THE SIGNIFICANCE OF THE **EAGLE SCOUT HONOR**;
AND

BE IT FURTHER RESOLVED, THAT THE VILLAGE BOARD OF THE VILLAGE OF LIBERTY
URGE ALL OUR RESIDENTS TO JOIN JONATHAN'S FAMILY, HIS FRIENDS AND
ASSOCIATES IN THE BOY SCOUTS AND OTHER FRIENDS AND FAMILY MEMBERS IN
CONGRATULATING JONATHAN ON HIS IMPRESSIVE ACCOMPLISHMENT IN BEING
AWARDED THE HONOR OF **EAGLE SCOUT**.

DISCUSSION OF INVOICES FROM MCGOEY, HAUSER AND EDSALL

The Board of Trustees discussed the invoices received from Engineers
McGoey, Hauser and Edsall.

Attorney Krahulik suggested they look at the Retainer Agreement to see if it
states that they will bill in a certain length of time.

The Board said they would also have the Clerk's Office begin work on the
matter and get what they can resolve.

**DISCUSSION OF USE OF NYSDOT REMAINING BALANCE IN THE
NORTH MAIN STREET SIDEWALK GRANT (MULTI-MODAL)**

Henrich Strauch (Liberty CDC) said the remaining balance was \$12,694.41, which can be used for sidewalks on North Main Street.

Trustee Lindsley suggested the area from the Catholic Church on North Main Street down to the Sungate Gas Station.

The Board also said some work needs to be done in front of 119 North Main Street.

Henrich said he would pursue these areas and see how much he could get done with the remaining balance.

**CONSIDER AUTHORIZING MAYOR WINTERS TO SIGN APPLICATION
FOR CDBG GRANT APPLICATION FOR WWTP**

RESOL. # Motion by Trustee Stoddard, seconded by Trustee Lindsley and
18-2011: unanimously carried approving Resolution #18-2011.

WHEREAS, as part of the economic development plan, the Village of Liberty has been approached by a meat processing organization for the use of an existing wastewater treatment plant (WWTP) holding tank, which is currently used as a stand-by de-chlorination tank and is part of the redundant chemical disinfection treatment process;

WHEREAS, the Village WWTP currently uses a two-bank ultraviolet radiation (UV) in-line disinfection unit as primary means of disinfection;

WHEREAS, one bank is currently off line for repairs and due to age, new equipment is not readily available. As such, chlorination followed by de-chlorination (using the holding tank) provides a back up to the existing UV system;

WHEREAS, if the Village were to allow the meat processing facility to use the de-chlorination tank as part of their development plan the treatment plant will no longer be able to meet the NYS Department of Environmental Conservation (DEC) mandated disinfection redundancy requirements without some improvements.

WHEREAS, Delaware Engineering P.C. has been asked to prepare a feasibility brief and associated project cost estimate of retrofitting the existing parallel post-aeration tanks to provide new redundant UV disinfection, which would allow the existing de-chlorination tank to be used by the developer and eliminate the existing failing UV disinfection system;

WHEREAS, the Village plans to utilize Community Block Developing Grant (CBDG) funding, if received, to finance the project;

NOW, THEREFORE BE IT RESOLVED that the Village of Liberty Board of Trustees authorizes Mayor Winters to execute the Community Development Block Grant Application for the grant of up to \$600,000, which will be used for a backup UV system for the Waste Water Treatment Plant and will be completed in the Spring of 2012.

CONSIDER THE VILLAGE OF LIBERTY AS LEAD AGENCY IN THE SEQR PROCESS FOR PROPOSED LOCAL LAW #3-2011. - TAXICABS

LEAD AGENCY

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried declaring the Village of Liberty Board of Trustees as Lead Agency in this action – proposed Local Law #3-2011, amending the taxi ordinance of the Village of Liberty.

NEGATIVE DECLARATION

Motion by Trustee Stoddard. Seconded by Trustee Lindsley and unanimously carried to issue a Negative Declaration in this matter – proposed local law #3-2011, amending the taxi ordinance of the Village of Liberty.

TRUSTEE REPORTS: Deputy Mayor/Trustee McGuire opened the meeting to comments from the Board.

Trustee Alvarez – No Comment

Trustee Stoddard discussed the following issues:

- ❖ Discussed the proposed Red Meat Facility and some of the rumors that are being discussed. She said she would call Allan Scott and set up a meeting to discuss the matter so everything is cleared up.
- ❖ Discussed the Emergency Loans that Henrich is working on with the Village Attorney.
- ❖ Discussed the Water/Sewer refund that was given at the last meeting which at the time seemed like the right thing to do, however since then several people have discussed the refund and she suggested a Policy be set up that all future water problems be reviewed by the Water Department and Working Supervisor and their recommendations be submitted to the Board.

- ❖ Said she met with the State Auditors and they recommended a committee be set up to review the bank reconciliation's on a monthly basis. She suggested the committee be different trustees every month. The first committee will be Trustee Stoddard and Trustee Lindsley who will review the bank reconciliation's in July.

Trustee Lindsley discussed the CDBG loans and their status.

Deputy Mayor/Trustee McGuire said the Department of Public Works has been working very hard sweeping the streets.

Deputy Mayor/Trustee McGuire said it is very important for the Village Code Enforcement to keep on top of the violations this summer.

APPROVAL Motion by Trustee Stoddard, seconded by Trustee Lindsley and
OF BILLS unanimously carried approving Voucher #11-098 to Voucher #11-176 in the
FOR PYMT: amount of \$107,655.46.

Post Audit Vouchers

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving Post Audit Voucher #11-088 to Voucher #11-097 in the amount of \$381,106.54.

DEA Account

Motion by Trustee Stoddard, seconded by Trustee Lindsley and unanimously carried approving the following bills for payment from the DEA Account:

Dell Marketing	-	719.41
Dell Marketing	-	3,275.41
Dell Marketing	-	1,407.00

DWSRF

Motion by Trustee Lindsley, seconded by Trustee Stoddard and unanimously carried approving the following DWSRF payment:

McGoey, Hauser and Edsall - \$5,500.77

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

THE MEETING WAS ADJOURNED AT 9:10 P.M.

RESPECTFULLY SUBMITTED,

JUDY ZURAWSKI, CLERK/TREASURER