

The Organizational meeting of the Town Board of the Town of Stamford was held on Jan. 13, 2010 at 7:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor-Michael Triolo  
Councilperson-Rudy Stripp  
Councilperson-Daniel Deysenroth  
Hwy. Supt. John A. Rice, Jr.

Absent was-Councilperson-Christopher Gaddis  
Councilperson-Bette Jayne Spinney

Also present was Glenn Nealis

Glenn Nealis, Director of the Delaware Co. Dept. of Economic Development was present with a request that the board pass the following resolutions:

RESOLUTION NO. 1-2011 was introduced by Daniel Deysenroth and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we approve the following:

TITLE: NEW YORK STATE OFFICE OF COMMUNITY RENEWAL  
ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM GRANT

**WHEREAS**, THE Town of Stamford has been awarded a Community Development Block Grant in the amount of \$330,000 from the NYS Office of Community Renewal for the purpose of providing a grant to the Stamford Society Foundation for the purchase of equipment, furniture, and fixtures as part of their project to construct a new Adult Care Facility.

**WHEREAS**, the new Adult Care Facility will create forty-two new full and part-time jobs over a two year period and will provide essential services and new care options for the county's elderly population; and

**WHEREAS**, a grant agreement has been received by the town and must be executed and returned within 45 days to formalize acceptance of the funds; and

**WHEREAS**, the grant requires the establishment of a separate non-interest bearing checking account; and

**WHEREAS**, the Town of Stamford will enter into a subrecipient agreement with the Delaware County Local Development Corporation (DCLDC), whereby the DCLDC will assume responsibility for the delivery and administration of the CDBG funds on behalf of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Stamford hereby authorizes and directs the Town of Stamford Supervisor to formalize acceptance of the grant award by taking any and all steps necessary including, but not limited to, executing the NYS Community Development Block Grant Agreement and a subrecipient agreement with the Delaware County Local Development Corporation, and establishing a non-interest bearing account for the specific use of this grant.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp -Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

RESOLUTION NO. 2-2011 was introduced by Daniel Deysenroth and seconded by Rudy Stripp:

**TITLE: NEW YORK STATE OFFICE OF COMMUNITY RENEWAL  
ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM GRANT**

**WHEREAS**, THE Town of Stamford has been awarded a Community Development Block Grant in the amount of \$330,000 from the NYS Office of Community Renewal for the purpose of providing a grant to the Stamford Society Foundation for the purchase of equipment, furniture, and fixtures as part of their project to construct a new Adult Care Facility.

**WHEREAS**, the new Adult Care Facility will create forty-two new full and part-time jobs over a two year period and will provide essential services and new care options for the county's elderly population; and

**WHEREAS**, a grant agreement has been received by the town and must be executed and returned within 45 days to formalize acceptance of the funds; and

**WHEREAS**, the grant requires the establishment of a separate non-interest bearing checking account; and

**WHEREAS**, the Town of Stamford will enter into a subrecipient agreement with the Delaware County Local Development Corporation (DCLDC), whereby the DCLDC will assume responsibility for the delivery and administration of the CDBG funds on behalf of the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Stamford hereby authorizes and directs the Town of Stamford Supervisor to formalize acceptance of the grant award by taking any and all steps necessary including, but not limited to, executing the NYS Community Development Block Grant Agreement and a subrecipient agreement

with the Delaware County Local Development Corporation, and establishing a non-interest bearing account for the specific use of this grant.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp-Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared

RESOLUTION NO. 2-2011 was introduced by Michael Triolo and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we approve the following agreement:

### **SUBRECIPIENT AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, of 2011 by and between the Town of Stamford, a municipal corporation organized and existing under and by the virtue of the laws of the State of New York and having its principal office at 101 Maple Avenue, Hobart, New York 13788 and hereinafter called the “Town”, and the Delaware County Local Development Corporation, a New York public benefit corporation having its principal office located at One Courthouse Square, Suite 4, Delhi, New York 13753 and hereinafter called the “LDC”.

#### **WITNESSETH THAT:**

**WHEREAS**, the Town has received Federal grant assistance from the U.S Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Program administered by the New York State Housing Trust Fund Corporation, represented by the Office of Community Renewal (collectively “OCR”); and

**WHEREAS**, the LDC has the capacity to administer the use of such CDBG funding in the best interests of the Town;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

#### **SECTION 1. DEFINITIONS**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

**Ultimate Recipient** means a party which received the proceeds of a grant of CDBG funds.

**CDBG** means Community Development Block Grant, a program of the United States Department of Housing & Urban Development administered by the NYS Housing Trust Fund Corporation's Office of Community Renewal.

**CDBG Economic Development Activities** means those CDBG activities approved by OCR and awarded to the Town either in the past or at any time in the future, which are for the purpose of assisting businesses within Delaware County in expanding or retaining employment opportunities.

**OCR** means the New York State Housing Trust Fund Corporation, represented by the Office of Community Renewal.

**Program Income** means gross income received by the Town or the LDC which is directly generated from the use of CDBG funds and which is further defined and described at 24CFR 570.500(a).

## **SECTION 2. TOWN OF STAMFORD ACTIONS/RESPONSIBILITIES**

### **2.1 BOOKS, RECORDS, & ACCOUNTS AUDIT**

The Town of Stamford, as the recipient of CDBG funding from OCR shall establish proper accounts necessary for the receipt and disbursement of CDBG funds. The Town shall also establish, when appropriate, a separate account for the receipt and disbursement of program income including the receipt of principal and interest payments and appropriate accounting.

The Town shall monitor the LDC in the administration and maintenance of any and all related records relating to the Town's CDBG project including; books, records, accounts, and all documentation in support of the drawdown and disbursement of such funds and shall comply with the audit requirements of OMB Circular A-133.

### **2.2 ASSIGNMENT OF PROGRAM ADMINISTRATIVE RESPONSIBILITY TO THE LDC**

The Town hereby assigns the administration of its currently approved CDBG grant to the LDC. The Town of Stamford will be the recipient of funds from OCR passing through the funds received to the LDC. Actual disbursement of grant program funds to the end recipient will be the responsibility of the LDC.

### **SECTION 3. STATEMENT OF WORK FOR THE LDC**

#### **3.1**

The LDC shall make its best efforts to effect the Town's CDBG project. Such efforts shall include the following as appropriate:

a. The LDC shall take all actions and steps necessary to initiate, implement and administer the Town's approved 2010 Economic Development Assistance Program grant.

Such effort shall include, but are not limited to, the following, as appropriate:

- Obtain all OCR approvals which are required prior to funding approved CDBG activities
- Take all other reasonable actions as may be necessary to effect the Town's CDBG activities as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program, and where such actions are not specifically the responsibility of the Town pursuant to this Agreement.
- Organize and structure the approved grant program to insure efficient and timely implementation
- Prepare all applicable agreements and contracts required for proper implementation
- Conduct environmental reviews
- Maintain proper books, records and accounts for proper financial management
- Retain professional services and/or consultants
- Enter into contracts, as necessary, to implement approved projects and programs
- Maintain appropriate records, files and documentation in support of requests for disbursement of CDBG funds for approved activities and prepare required reports and program amendments, as required
- Take all steps necessary to meet applicable Citizen Participation requirements and to address equal opportunity and fair housing requirements
- Job documentation and grant closeout

#### **3.2**

The LDC shall develop appropriate forms and systems for the reporting and documentation of project costs, employment, program income, and all other information

required to be maintained pursuant to the rules, regulations, and policies of the CDBG program

### **3.3**

All activities authorized or undertaken by the LDC with CDBG funds pursuant to this Agreement shall be eligible activities pursuant to the regulations at 24CFR Part 570.201.

### **3.4**

In accomplishing the Statement of Work as described in this Section, the LDC may use staff and/or contracted services. To the extent the contracted services are used, such use shall be in accordance with the provisions of OMB Circular A-110, Subpart C.

### **3.5**

In accomplishing the Statement of Work as described in this Section, the LDC shall make its best efforts to effect the CDBG Activities in an expeditious manner consistent with the approved grant application.

## **SECTION 4. DISBURSEMENT OF CDBG FUNDS**

### **4.1**

In accomplishing the Statement of Work, the LDC may authorize CDBG expenditures and shall request that the Town draw the required amount of CDBG funds or, when available, to disburse program income. The Town shall be responsible for authorizing such drawdown and disbursement of CDBG funds in a timely manner upon the authorization and request by the LDC. Funds will be drawn and monies will be disbursed by the Town at such time as the LDC presents a payment request to the Town which documents the actual costs incurred together with all documentation required by the applicable regulations and statutes.

## **SECTION 5. FINANCIAL MANAGEMENT**

### **5.1**

The LDC shall administer and implement the approved program. The LDC shall verify and submit payment requests for all administrative and project costs. The Town shall authorize disbursement of CDBG funds.

## **SECTION 6. ADMINISTRATIVE REQUIREMENTS**

## **6.1**

The LDC shall comply with the administrative requirements for subrecipients listed at 24CFR 570.502.

## **SECTION 7. OTHER PROGRAM REQUIREMENTS**

### **7.1**

For all CDBG activities authorized or undertaken by the LDC pursuant to this Agreement, the LDC shall comply with all of the Federal laws and regulations described at 24 CFR Part 52.

## **SECTION 8. RECORDS TO BE MAINTAINED**

### **8.1**

The LDC shall maintain records and data in accordance with requirements prescribed by OCR with respect to all matters and services covered by this Agreement. Such maintenance shall include but not be limited to that required at 24 CFR 570.506.

### **8.2**

The LDC shall retain all required records which are directly pertinent to this Agreement for a period of time consistent with the requirements of Attachment C to OMB Circular A-110.

### **8.3**

Any additional records and information requested by the Town will be provided only to the extent that the records and data can reasonably be obtained by the LDC in its capacity as an administrator of CDBG funds.

## **SECTION 9. REPORTS AND INFORMATION**

### **9.1**

At such time and in such forms as OCR or the Town directs, statements, records, reports, data and information required by OCR or the Town pertaining to matters and services covered by this Agreement shall be submitted to the Town by the LDC

## **SECTION 10. NOTICE**

### **10.1**

Any action, notice, or request take, given, or made by the Supervisor of the Town of Stamford (or such other person or persons as the Town may, by written notice to the LDC designate for such purpose) to the LDC hereunder shall be deemed to be duly and properly given or made if mailed to: Delaware County Local Development Corporation, One Courthouse Square, Suite 4, Delhi, New York 13753, or delivered personally to the LDC. All notices or other papers given or delivered to the Town hereunder shall be deemed sufficiently given or delivered if mailed, postage prepaid, to: Supervisor, Town of Stamford, 101 Maple Avenue, P.O. Box M, Hobart, New York 13788 or to such other representative or address as the Town may designate to the LDC in writing.

## **SECTION 11. PROGRAM INCOME**

### **11.1**

Any program Income, as defined in this Agreement, which is received by the LDC shall be returned to the Town and used to fund activities which are consistent with the eligibility requirements at 24 CFR Part 570, Subpart C, all other applicable provisions at 24 CFR Part 570.504.

## **SECTION 12. SUSPENSION OR TERMINATION OF AGREEMENT**

### **12.1**

This Agreement may be terminated by either party at any time without cause to be effected by 30-day written notification.

### **12.2**

In accordance with 24 CFR 85.43, suspension or termination may occur if the LDC materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

### **12.3**

Upon termination of this Agreement, the LDC can authorize the expenditure of CDBG funds up to the effective date of termination. The Town must honor these obligations for normal operating expenditures or eligible CDBG costs.



## **12.4**

Upon a termination of this Agreement, the Town shall be obligated to pay from CDBG funds costs resulting from any obligations of CDBG funds made by the LDC pursuant to this Agreement prior to the date of termination.

## **SECTION 13. REVERSION OF ASSETS**

### **13.1**

Upon termination of this Agreement, the LDC shall transfer to the Town any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the LDC's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- a. Used to meet one of the national objectives in 24 CFR 570.208 until at least five years after the expiration of this Agreement; or
- b. Disposed of in a manner which results in the Town being reimbursed in the amount of the current fair market value less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement shall not be required if disposition of the real property occurs more than five years after the expiration of this Agreement.

## **SECTION 14. ADDITIONAL PROVISIONS OF LAW TO BE COMPLIED WITH**

### **14.1**

With respect to the LDC's compliance with the rules, regulations and requirements of OCR specified herein, the LDC also agrees to comply with any future revisions to such rules, regulations, and requirements as may be applicable.

## **SECTION 15. TERM OF AGREEMENT**

### **15.1**

This Agreement shall become effective as of the date first above written.

**15.2**

This Agreement shall terminate at such time as a termination occurs pursuant to Section 12 of this Agreement.

**SECTION 16. SUPERSEDURE OF PRIOR AGREEMENTS**

**16.1**

This Agreement shall supersede all prior agreements both written or oral between the parties respecting the use of CDBG funds.

**SECTION 17. AMENDMENTS**

**17.1**

This Agreement may be amended only by the mutual written consent of the Town and the LDC.

**IN WITNESS WHEREOF**, the Town of Stamford and the Delaware County Local Development Corporation have executed this Agreement as of the date first above written.

*For the Town of Stamford*

By: \_\_\_\_\_  
Supervisor, Town of Stamford

*For the Delaware County Local Development Corporatoin*

By: \_\_\_\_\_  
Executive Director

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp -Daniel Deysenroth  
NOES: None

Said RESOLUTION was thereupon declared duly adopted.

RESOLUTION NO. 3-2011 was introduced by Rudy Stripp and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we approve the following:

- Approve minutes of previous meetings
- Give the Hwy. Supt. authority to go to bid for whatever isn't on State contract.
- Approve Town Clerk's annual report
- Approve salary resolutions as per budget
- Approve highway worker's wage
- Authorize payment of Assn. of Town's dues
- Approve mileage reimbursement rate (\$.505)
- Approve petty cash fund for Town Clerk/Tax Coll. (\$100.)
- Approve petty cash fund for Town Justice (\$50.)
- Designate bank depositories for Town funds (Del. Nat. Bank, National Bank of Delaware Co., NBT & Wilbur Bank or successor)
- Designate official newspaper (Mt. Eagle)
- Appoint Dog Control Officer (James Barr III)
- Appoint 1<sup>st</sup> Deputy Town Clerk (Eleanor Lamport@\$10.50hr.)
- Appoint Deputy Supv.(BJ Spinney)
- Appoint Building Inspector (Norwood Tompkins)
- Appoint Deputy Highway Supt. (Jon Ballard)
- Appoint Town Atty. (Langdon Chapman)
- Appoint Chairman of Assessors (Charlie Ferris)
- Appoint Chairman of Assessment Review Bd. (Arnold Dibble)
- Authorize all assessors to attend any school pertaining to job
- Authorize all Town Board members to attend Assn. of Towns Convention in NYC and all necessary expenses to be pd. by Town.
- Appoint Daniel Deysenroth as delegate & Rudy Stripp as alternate to Assn. of Towns Annual Business Session
- Authorize Supv. to invest Town funds
- Authorize Supv. To pay electric, phone, landfill and any other bill that has a discount for early pymt.
- Authorize Hwy. Supt. to purchase tools etc. without prior approval up to \$2500. and to attend the annual Cornell Highway School in Ithaca, NY
- Adopt and publish mtg. dates for the coming yr.
- Appoint Bookkeeper (Alice Nichols)
- Appoint Town Historian (Wallace Rich)
- Appoint Court Clerk (Vera Bell)

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp-Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

A MOTION was made by Daniel Deysenroth and seconded by Rudy Stripp to approve the Supervisor's monthly report. ALL AYE votes cast, MOTION carried.

RESOLUTION NO. 4-2011 was introduced by by Daniel Deysenroth and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we approve the following budget transfer to balance subsidiary accounts:

GENERAL	From	Contingent	A1990	5,000.00
		Justice	A1110	661.64
		Atty.	A1420	1,000.00
		Elections	A1450	200.00
		Eqpt	A1620	708.96
		Adv & postg	A1670	79.11
		Insurance	A1910	605.24
		Dog Control	A3510	400.00
		Supt Hwys	A5010	478.60
		Flags, Hi st.	A6510/7510	3.25
		Community Svcs	A8000	1,946.63
		Unapprop. Bal.		7,821.95
				<hr/>
				\$18,905.38
	To	Supv. Exp.	A1220	218.41
		Assess. Exp.	A1355	276.35
		Tn. Clk. Exp.	A1410	905.09
		Bl dgs. Exp.	A1620	622.90
		Garage Exp.	A5132	13,491.28
		Cemetery Exp.	A8810	1,350.00
		Celebra.	A7550	500.00
		Commun. Devel.	A8510	656.58
		Empl. Benef.	A9000	884.77
				<hr/>
				\$18,905.38
GENERAL O/v	From	Playground Exp.	B7140	200.05
	To	Youth Prog.	B7310	200.00
		Empl. Benef.	B9000	.05
HIGHWAY	T/W From	Mach. Pers. Svc		
		Contrac	DA5130	26,880.78
		Empl. Benef. HI	DA9000	2,245.95

	To	Snow Removal	DA5142	29, 126. 73
HIGHWAY	O/V	From	Gen. Repairs Cont.	DB5110. 4 5, 521. 93
		To	" Pers. Svc.	DB5110. 1 5, 129. 88
			Empl. Benef.	DB9000 392. 05

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp-Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

A MOTION was made by Daniel Deysenroth and seconded Rudy Stripp to approve Highway bills abstract no. 1, dated Jan. 12, 2011, claim nos.175 – 178 and 1 – 11 in the amount of \$16,309.11 and \$2,186.55. ALL AYE votes cast, MOTION carried.

A MOTION was made by Rudy Stripp and seconded by Daniel Deysenroth to approve General bills abstract no. 1, dated Jan. 12, 2011, claim nos.1 – 26 in the amount of \$7,367.08. ALL AYE votes cast, MOTION carried.

RESOLUTION NO. 5-2011 was introduced by Michael Triolo and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we apply for a DEC Arbor Day Grant in the amount of \$1,000.00 to replace trees at the Town of Stamford Municipal Building.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp- Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted

RESOLUTION NO. 6-2011 was introduced by Michael Triolo and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we bid for a 2011 all-wheel drive 6 X 6 snowplow truck with a wing and sander.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp-Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

RESOLUTION NO. 7-2011 was introduced by Michael Triolo and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we approve building a new chimney for the furnace at the new highway garage.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp-Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

RESOLUTION NO. 8-2011 was introduced by Rudy Stripp and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we approve the Teamsters Local Union 693 contract effective Jan. 1, 2011 until Dec. 31, 2013.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo-Rudy Stripp-Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

Supv. Triolo informed the board the Comprehensive Plan is moving forward.

The Agreement for the Expenditure of Highway Moneys 2011 was signed by the Supervisor and Board members.

A MOTION was made by Michael Triolo and seconded by Rudy Stripp to adjourn this meeting at 8:07 P.M. The next regular meeting will be held on Feb. 9, 2011 at 7:00 P.M. at the Town Municipal Building, 101 Maple Ave., Hobart, New York.

WE, the undersigned members of the Town Board of the Town of Stamford,  
Delaware County, New York, do hereby certify that we have examined the minutes of the  
previous meeting and found them to be correct and accurate as recorded.

Supervisor\_\_\_\_\_

Councilperson\_\_\_\_\_

Councilperson\_\_\_\_\_

Councilperson\_\_\_\_\_

Councilperson\_\_\_\_\_

Attest\_\_\_\_\_

Town Clerk