

The regular meeting of the Town Board of the Town of Stamford was held on Nov 10, 2010 at 7:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor-Michael Triolo
Councilperson-Rudy Stripp
Councilperson-Christopher Gaddis
Councilperson-Daniel Deysenroth
Councilperson-Bette Jayne Spinney
Hwy. Supt. John A. Rice, Jr.

Also present: Erika Eklund, Richard Spinney, Linda Stratigos, Glenn Nealis and Lori Paulson

A MOTION was made by Rudy Stripp and seconded by Daniel Deysenroth to approve the minutes of the previous meeting. ALL AYE votes cast, MOTION carried.

Glenn Nealis, Director of the Delaware Co. Dept. of Economic Development was present with a request that the board submit an application to the NYS Office of Community Renewal for a \$330,000. economic development grant to support the Stamford Health Care Society 30 bed assisted living facility. If approved the funds would be granted to the Stamford Health Foundation, on a re-imbusement basis as they proceed with their project. The funds would specifically be used to purchase furniture, fixtures and/or equipment to be utilized in the new facility.

If the Board is supportive of the project and the grant application, the Town Board could enter into a subrecipient agreement with the Delaware Co. Industrial Development (IDA), whereby the IDA assumes the responsibility for submitting the application and administering the grant. Administration would include conducting an environmental review, verifying and processes all re-imbusement requests, fulfilling all monitoring and reporting requirements and the project audit and close-out.

If the Town opts to move forward and utilizes the IDA as a subrecipient, the Town's responsibility would be to pass a resolution authorizing the submission of the application. If approved: pass a second resolution accepting the grant and authorizing the Town to enter into a subrecipient agreement with the IDA, open a non-interest bearing account for the receipt of funds and designate a person to co-sign (with the IDA) draw down requests as verified by the IDA.

RESOLUTION NO. 20-2010 was introduced by Rudy Stripp and seconded by Christopher Gaddis:

**TITLE: AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW YORK STATE OFFICE OF COMMUNITY RENEWAL**

WHEREAS, the Office of Community Renewal is accepting applications from eligible communities for economic development funds available through the Community Development Block Grant Program; and

WHEREAS, a request for assistance, in terms of a grant, has been received from a local business to aid in their business expansion project that will result in the creation of 40-50 new jobs once the facility becomes fully operational; and

WHEREAS, The Stamford Foundation Society was formed in 1995 as a not-for-profit corporation to promote and support the health of the community and to receive, accept, hold, invest and administer property; and

WHEREAS, the Stamford Society Foundation will purchase land and construct a state of the art Adult Care Facility (ACF) and then lease the building to the Stamford Health Care Society, who will operate a 30 bed Assisted Living Program (ALP) and 30 bed Adult Home and Licensed Home Care Services Agency (LHCSA); and

WHEREAS, the goal of the project is to provide accessible and affordable senior living options in an area and to an elderly population that is currently severely underserved and to increase employment opportunities within Delaware County, Southern Schoharie County (towns of Summit, Gilboa, Jefferson, Blenheim, Conesville, Richmondville) and Western Greene County (towns of Jewett, Windham, Prattsville, Lexington, Hunter); and

WHEREAS, the Town of Stamford will hold two public hearings to obtain citizen's views in relation to the application for funds; and

WHEREAS, the Town of Stamford will enter into a subrecipient agreement with the Delaware County Industrial Development Agency (DCIDA), whereby the DCIDA 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 and the Executive Director of the Delaware County Industrial Development Agency to submit an application to the Office of Community Renewal and to act in connection with the submission of the application, including the execution of all required certifications and forms and to provide such additional information as may be required.

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

AYES: Michael Triolo-Rudy Stripp-Bette Jayne Spinney
Christopher Gaddis- Daniel Deysenroth

NOES: None

Said RESOLUTION was thereupon declared duly adopted

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

A MOTION was made by Rudy Stripp and seconded by Bette Jayne Spinney to approve Highway bills abstract no. 11, dated Nov. 10, 2010, claim nos. 144 – 158 in the amount of \$11,151.79. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Christopher Gaddis to approve General bills abstract no. 11, dated Nov. 10, 2010, claim nos. 214 – 249 in the amount of \$15,721.82. ALL AYE votes cast, MOTION carried.

Highway Supt. John Rice gave the following report:

- Patching potholes, weather permitting
- Finished shoulders, working on ditching Roses Brook Rd. & Madison Hill Rd.
- Brake job on Mac truck is almost complete
- Stewart Hamm started working on garage roof
- The possibility of leasing a truck was discussed

RESOLUTION NO. 21-2010 was introduced by Christopher Gaddis and seconded by Daniel Deysenroth

**AGREEMENT BY AND BETWEEN
TOWN OF STAMFORD
AND
WESTERN CATSKILLS COMMUNITY REVITALIZATION COUNCIL, INC.**

THIS AGREEMENT, made as of the 10th day of November, 2010, by and between the Town of Stamford, hereinafter referred to as the "Town" and Western Catskills Community Revitalization Council, Inc., a non-profit corporation organized under the laws of the State of New York, hereinafter referred to as "WCCRC", details the terms and conditions applicable to the following project:

The Town wishes to utilize WCCRC as administrator of the Restore NY Grant Program. WCCRC is to provide services for the term of the work and provide administrative and program delivery services as required to assist in implementation, administration and successful completion of the program.

EMPLOYMENT OF THE WCCRC

The Town hereby engages WCCRC; and WCCRC hereby agrees to perform the services detailed in this agreement. The services of WCCRC are to commence upon execution of the Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other Agencies involved in the Project. Unless terminated earlier pursuant to Section III, A of this agreement, the services of WCCRC shall continue until completion of the work specified in the Restore NY application of May 2009.

SCOPE OF SERVICES

The WCCRC shall provide program development, delivery and administrative services including:

WCCRC will provide services required to implement the activities contained in the Restore, NY Program including, but not limited to:

1. Preparation of engineered plans, surveys, environmental reviews, program guidelines, bidding, construction, administration, agency approval or other technical assistance required to implement the activities included in the Program.
2. Delivery of the program as required including inspections, bookkeeping, record keeping, legal filings, construction supervision, reporting, and disbursement of funds.
3. Provision of all administrative services on behalf of the Town to complete the Grant program.

TERM OF AGREEMENT

A. Termination

This contract shall terminate on the earlier of:

1. Completion of the Restore, NY program operating through the Town or,
2. Termination by either party for material failure to comply with terms and conditions of the contract in accordance with 24 CFR 85.43. In such event, a 30-day written notice, stating the reasons for such termination shall be delivered to the affected party.
3. Termination for convenience by either party, upon 30 day written notice, as spelled out at 24 CFR 85.44.

In the event of termination, all materials prepared under the Agreement shall be forwarded to the Town and WCCRC shall be paid all amounts due for work completed on the Agreement according to the provisions of the Agreement.

BUDGET AND STAFFING

The following budget and staffing plan shall apply to the operation of the Restore, NY grant which is for development of the program activities.

Administration	Budget
Executive Director, Program Manager, Administrative Assistant, Bookkeeper, Advertising, filing fees, misc. Scheduling, filing reports, record keeping, review of receipts/vouchers, preparation of disbursements.	\$24,000
Total Administrative Budget	\$24,000

Program Delivery	Budget
Coordinate meetings and needs of clients and engineer. Manage the scheduling of private and distribution of public funding sources. Conduct bid openings, building inspections, construction supervision and contract compliance. Lead testing and supervision of compliance. Liaison with engineers, clients, contractors, community members and code enforcement officers. Client supervision and coordination with business plans/schedules.	\$45,500
Total Program Delivery Budget	\$45,500
Total budget	\$69,500

OTHER CONDITIONS

A. Equal Employment Opportunity

WCCRC shall comply with the applicable provisions of Executive Order 11246, entitled “Equal Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Books and Records

WCCRC shall maintain accurate records and accounts for all work performed under this Agreement. The Town, ESDC, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of WCCRC which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of

records shall take place in the office of WCCRC. WCCRC shall maintain all required records for five years after final payment is received and all other pending matters are closed. All warranties shall be the property of the building owners.

C. Program Requirements

In performance of the services under this contract WCCRC agrees to comply with the following provisions.

- All NYS Code Regulations
- Environmental Standards
- Employment and Contracting Opportunities
- Lead Based Paint Regulations
- Use of Debarred, Suspended, or ineligible Contractors and Subrecipients
- Conflict of Interest

D. Conflict of Interest

No member, officer, or employee of WCCRC or its designees or agents, no consultant, no advisor, no attorney, no member of the governing body of WCCRC who exercises or has exercised any functions or responsibilities with respect to the grant during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of the grant unless the Town and WCCRC Board Secretary agree in writing to waive the conflict otherwise prohibited under this section.

WCCRC agrees to comply with regulations established by HUD concerning conflict of interest. These regulations are spelled out in the Code of Federal Regulations at CFR 570.611. Persons covered by the conflict of interest provisions are outlined at CFR 570.611(c). It is mutually agreed that no member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of the contract or to any benefit to arise from the same. No officer, employee or public official of the Town who exercises any function or responsibility in connection with carrying out the project to which this contract pertains shall have any private interest, direct or indirect, in this contract or in its proceeds.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF STAMFORD

BY: _____

Town Supervisor

WESTERN CATSKILLS COMMUNITY
REVITALIZATION COUNCIL, INC.

BY: _____

Executive Director

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

AYES: Michael Triolo Rudy Stripp-Bette Jayne Spinney
Daniel Deysenroth-Christopher Gaddis

NOES: None

Said RESOLUTION was thereupon declared duly adopted

The proposed Stamford Rural Fire District consolidation is still on hold.

Draft Local Law No. 1-2010 Regulating the Licensing of Dogs was reviewed. A public hearing will be held on Dec. 8, 2010 at 6:45 PM.

RESOLUTION NO. 22-2010 was introduced by Christopher Gaddis and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we adopt the 2011 Town of Stamford Budget.

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

AYES: Michael Triolo Rudy Stripp-
Daniel Deysenroth-Christopher Gaddis

NOES: Bette Jayne Spinney

Said RESOLUTION was thereupon declared duly adopted

A MOTION was made by Michael Triolo and seconded by Rudy Stripp to adjourn this meeting at 8:05 P.M. The next regular meeting will be held on Dec. 8, 2010 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