

The regular meeting of the Town Board of the Town of Stamford was held on April 13, 2022 at 6:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor-John Kosier
Councilperson-Roderick Hillis
Councilperson- Daniel Deysenroth
Councilperson-David Post
Councilperson-Brent Trimbell

Absent was-Hwy. Supt. Jonathan Ballard

Also present: Jackie Lamport, Liz Page, Brooke White, Glenn Nealis and Duane Martin

The board meeting began with the Pledge of Allegiance.

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

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

Glenn Nealis discussed with the board the needed two resolutions for the Hidden Inn Grant-Acceptance of Funding Award and the Subrecipient Agreement.

RESOLUTION NO. 15-2022 was introduced by Roderick Hillis and seconded by Brent Trimbell:

BE IT HEREBY RESOLVED that we approve the following:

**ACCEPTANCE OF FUNDING AWARD FROM THE NEW YORK STATE
OFFICE OF COMMUNITY RENEWAL FOR FISCAL YEAR 2022
COMMUNITY DEVELOPMENT BLOCK GRANT
SMALL BUSINESS ASSISTANCE PROGRAM**

WHEREAS, the Town of Stamford has been selected to receive a Small Business Assistance Program Community Development Block Grant award in an amount not to exceed \$100,000; and,

WHEREAS, the Town intends to use these funds to assist The Hidden Inn, LLC in undertaking a project involving acquisition and renovation of real property, and the purchase installation of furniture, fixtures and equipment that will result in the establishment of a new business and the creation of 7 new jobs; and

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

WHEREAS, the Town will enter into a sub-recipient agreement with the Delaware County Local Development Corporation (LDC), whereby the LDC will assume responsibility for the delivery and administration of the CDBG program on behalf of the Town.

NOW THEREFORE BE IT RESOLVED, that the Town Council for the Town of Stamford hereby authorizes the Town of Stamford Supervisor and staff to formalize acceptance of the grant award and take all steps necessary to implement the grant project including executing the NYS Community Development Block Grant Agreement and a sub-recipient agreement with the Delaware County Local Development Corporation, the completion and submittal of requisite forms and the establishment of 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: John Kosier-Roderick Hillis-Daniel Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted

RESOLUTION NO. 16-2022 was introduced by David Post and seconded by Brent Trimbell:

BE IT HEREBY RESOLVED that we approve the following:

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this 14th day of April, 2022 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 in the amount of \$100,000 (1108SB502-22) 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. EMPLOYMENT OF SUBRECIPIENT

The Town of Stamford hereby engages the Delaware County Local Development Corporation (LDC) and the LDC hereby agrees to perform the administration and program delivery services hereinafter set forth:

SECTION 2. STATEMENT OF WORK

1. The LDC shall serve as administrator of the Office of Community Renewal Community Development Block Grant and shall administer said Grant in a manner consistent with the Town’s application as approved by the Office of Community Renewal which is incorporated herein, as if fully set forth as part of this agreement.
2. The LDC shall provide the following services:
 - a. Assist the Town with completing all preliminary activities necessary for the release of program funds including environmental review, all reports, public notices and certifications required for project activities;
 - b. Establish and prepare all books and official accounting records to be maintained by the Town to document and account for all activities and expenditures under this Grant throughout the course of the project in accordance with Uniform Administration Requirements at 2 CFR 200;
 - c. Assist in conducting public information meetings to explain the rehabilitation and or homeownership program to area residents;
 - d. Attend CDBG meetings with municipal boards, commissions, agencies, or departments, Office of Community Renewal, or other Federal/State Agencies as required by the Town.
 - e. Provide preliminary plans, specifications, cost estimates and supportive budgetary data for rehabilitation projects, for homeownership projects provide education and monitor purchase process through closing;

- f. Prepare construction contracts and include detailed plans and specifications;
 - g. Monitor Rehab contractors;
 - h. Process, approve and pay claims for contractor payments and process contract change orders as may be required and inspect and close out each job;
 - i. Prepare program amendments, revised budgets and changes in the guidelines to reflect any changes which may be required during implementation of the Grant Program;
3. The LDC shall render the above-mentioned services commencing on or about February 17, 2022 and continuing for a period of 24 months or until grant close-out.
4. The Town shall provide the following services:
- a. Conduct public information meetings to explain the program to area residents;
 - b. Review all fiscal claims and reports prepared by the LDC to be submitted to the Office of Community Renewal prior to submission;
 - c. Submit audit reports to the Office of Community Renewal established by the Single Audit requirements in 2 CFR 200 Subpart F for any calendar year in which federally funded expenditures exceed \$750,000.00. CDBG Funds can be used only for payment of the federal portion of such audit.

SECTION 3. RECORDS AND REPORTS

1. Maintain all files as required by HUD and CDBG Regulations and prepare all required reports for review by the Town;
2. Provide to the Town, in hard copy or electronic copy, all documents related to the grant on a semi-annual basis;
3. The LDC shall retain financial records, supporting documents statistical records, and all other records pertinent to this agreement and upon Grant closeout shall transfer such records to the Town. Said records, books, documents, and papers that are pertinent to the Program are available for review by the NYS Office of Community Renewal and/or the Town and/or the Comptroller General of the United States, or of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions;

SECTION 4. PROGRAM INCOME

Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 2 4CFR 570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent. Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold with five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient. Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

SECTION 5. SUSPENSION AND TERMINATION

This agreement may be terminated by either party upon thirty days written notice should either party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or for convenience in accordance with 2 CFR 200.

SECTION 6. REVERSION OF ASSETS

1. Upon the expiration of this Agreement, the LDC shall transfer to the Town any NYS CDBG funds on hand at the time of expiration and any accounts receivable that are

attributable to the use of NYS CDBG funds. Furthermore, if any real property under the LDC's control was acquired or improved in whole or in part with NYS CDBG funds, including NYS CDBG funds provided to the LDC in the form of a loan, in excess of \$25,000, said is either;

2. used to meet one of the national objectives until five (5) years after expiration of the agreement, or;
3. not used in accordance with meeting a national objective, the LDC shall pay to the Town an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-NYS CDBG funds for the acquisition of, or improvements to, the property. No payment is required after five (5) years.

SECTION 7. UNIFORM ADMINISTRATIVE REQUIREMENTS

This agreement shall require the LDC to comply with applicable uniform administrative requirements, as described in 24 CFR Part 200.

SECTION 8. OTHER PROGRAM REQUIREMENTS

The Town and the LDC agree to comply with all Federal Regulations as they may apply to project administration, including, but not limited to the following:

1. Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations issued at 24 CFR Part 1 Nondiscrimination in Federally Assisted Program of the Department of Housing and Urban Development;
2. Housing & Community Development Act of 1974, as amended, and the regulations issued pursuant thereto 24 CFR Part 570 Community Development Block Grants;
3. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations issued at 24 CFR Part 60;
4. Executive order 11246 Equal Employment Opportunity, as amended by Executive Orders 11375 banned discrimination based on sex and 12086 Consolidation of Contract Compliance Functions for Equal Employment Opportunity and implementing regulations issued at 41 CFR Chapter 60 Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor;
5. The HUD Lead-Based Paint Poisoning Prevention in Certain Residential Structures 24 CFR Part 35;

6. The Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) requires that projects receiving federal assistance and located in an area identified by the Federal Emergency Management Agency (FEMA) as being within a Special Flood Hazard Areas (SFHA) be covered by flood insurance under the National Flood Insurance Program (NFIP);
7. The regulation, policies, guidelines, and requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as they relate to the acceptance and use of Federal funds under this federally assisted program;
8. The Federal Regulations under 24 CFR 570 Community Block Grant and 2 CFR 200 Subpart E regarding Cost Principles.
9. This agreement shall require the LDC to carry out each activity in compliance with all federal laws and regulations excluding the Recipient's environmental responsibilities and responsibility for initiating the review process under the provisions of 24 CFR Part 52 Intergovernmental review of Department of Housing and Urban Development Programs and Activities.

SECTION 9. CONDITIONS PROHIBITING INHERENTLY RELIGIOUS ACTIVITES

Where applicable, HUD rules prohibiting the use of CDBG funds for inherently religious activities 24 CFR 570.200(j) must also be included in the Agreement with the LDC and Town.

SECTION 10. COMPENSATION

The LDC will provide administrative and program delivery services as herein set forth for a sum not to exceed \$2,000 over the life of the project. This amount includes all costs for administration, grant preparation, start-up activities to request release of funds, normal reimbursable expenses and the costs for program close-outs as well as federally permissible audit costs.

SECTION 11. INVOICES

1. The LDC shall receive, as soon after the execution of this contract as feasible, a payment for costs incurred for grant preparation; initial program start-up activities and program delivery for costs incurred beginning at grant award date.
2. The LDC shall submit vouchers for payments on a per project basis. Original documentation shall be retained by the LDC and shall be available for review by designated Town officials.

3. The LDC shall submit administrative and program delivery vouchers on at least a quarterly basis once costs have been incurred. With each administrative and program delivery voucher, the LDC will submit a line item budget breakdown for each expense category.
4. All costs shall be documented and calculated in accordance with 2 CFR 200, Cost Principles. The community shall not be liable for payments of any amount that does not meet the allowable cost as set forth by the regulation.

SECTION 12. AMENDMENT OF AGREEMENT

This agreement can be amended only with the approval of both the Town and the LDC.

SECTION 13. SUBRECPEINT MONITORING

24 CFR 200.331 and 24 CFR 570.501 requires that Recipients monitor grant supported activities to assure compliance with applicable Federal requirements and achievement of performance goals. The LDC must be monitored by the Municipality to ensure compliance with all of the requirements outlined in their agreement with the Town. A report indicating the following areas were monitored: Financial Management, Cost Allowability, Cost Allocability, Project Review, Audit Review and any other pertinent information must be prepared.

SECTION 14. CONTRACT TERM

This agreement will be effective beginning February 17, 2022 and will terminate on February 16, 2024 unless the Program is extended, in which case a written amendment will be implemented to modify the termination date.

All parties shall be bound by and comply with all applicable Federal, State, and local laws and regulations including, but not limited to 24 CFR Part 570 and 2 CFR Part 200.

All parties agree to indemnify, defend and hold harmless the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature.

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, John Kosier

For the Delaware County Local Development Corporation

By: _____
Glenn Nealis, Executive Director

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

AYES: John Kosier-Roderick Hillis-Daniel Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted

Brooke White was invited to the meeting by Councilperson Brent Trimbell to discuss short term rentals in the town. She stated there is a shortage of long-term rentals in the area due to a large amount of air bnb type short term rentals. Discussed were possible regulations and fees, potential liabilities and assessments. Ms. White provided the town board with a copy of the Town of Jefferson's Short Term Regulations Local Law for review.

A MOTION was made by Daniel Deysenroth and seconded by David Post to approve General bills abstract no. 4, dated April 13, 202, claim nos.: Fund A – 54 – 69, Fund B – 4 - 5 and Fund SL – 4 in the amount of \$6,898.02 ALL AYE votes cast, MOTION carried

A MOTION was made by David Post and seconded by Brent Trimbell to approve Highway bills abstract no. 4, dated April 13, 2022, claim nos.: Fund DA – 19 – 24 and Fund DB – 8 – 10 in the amount of \$26.288.36. ALL AYE votes cast, MOTION carried.

A MOTION was made by David Post and seconded by Daniel Deysenroth to approve South Kortright Sewer District bills abstract no. 3, dated April 13, 2022, claim nos. 11 – 16 in the amount of \$12,852.66. ALL AYE votes cast, MOTION carried.

Town of Stamford	Supervisor's Report						Mar-22
	General Townwide	General Part-Town	Highway Townwide	Highway Part-Town	SK Light	SK Walls	Sewer Dist.
Beginning Balance:	\$ 467,319.13	\$ 83,838.57	\$ 256,144.38	\$ 551,310.20	\$ 3,632.99	\$ 2,437.24	\$ 72,201.25
REVENUES							
Interest Earned	\$ 40.00	\$ 0.64	\$ 25.00	\$ 45.38			\$ 0.46
Tax Interest	\$ 883.44						
County Road Fund			\$ 12,333.83				
Justice Court Fines	\$ 1,209.00						
Town Clerk Fees	\$ 17.50						
Dog Fees	\$ 4.50						
ARPA	\$ 53,014.17						
Registrar		\$ 120.00					
Permits		\$ 965.00					
Charter Communications	\$ 492.88						
EXPENDITURES							
Abstracts	\$ 5,119.86	\$ 2,803.93	\$ 6,784.01	\$ 14,957.63	\$ 110.43		\$ 4,874.76
Health Insurance	\$ 3,672.79		\$ 13,639.36				
Payroll & Fringe	\$ 18,105.46	\$ 1,307.96	\$ 19,766.37	\$ 7,880.73			
ENDING BALANCE	\$ 496,082.51	\$ 80,812.32	\$ 228,313.47	\$ 528,517.22	\$ 3,522.56	\$ 2,437.24	\$ 67,326.95

Supv. Kosier informed the board he had contacted Utica Mac to check on approximate delivery and the price increase of the Mac truck that was ordered last year. The price is locked in due to a down payment of \$100,00. placed when ordered and the approximate delivery is July.

Supv. Kosier gave the following highway report due to Hwy. Supt. Jonathan Ballard's absence:

- Have started clearing off roads.
- Changing culverts on Roses Brook Rd.
- Hauling in some item #4 for a few dirt roads.
- Grader patch will be made on Apr. 22nd, then some will be put on Roses Brook Rd. and Red Rock Rd.

RESOLUTION NO. 17-2022 was introduced by Brent Trimbell and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we appoint John Lamport to the Board of Assessment Review to fill the unexpired term of Frank Lamport, Jr. effective April 13, 2022 – Sept. 30, 2025.

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

AYES: John Kosier-Roderick Hillis-Daniel Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted

RESOLUTION NO. 18-2022 was introduced by Roderick Hillis and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we approve following ballot for the election of the Coalition of Watershed Towns Executive Committee for Delaware County:

BALLOT FOR EXECUTIVE COMMITTEE
OF THE COALITION OF WATERSHED TOWNS

Delaware County

(Please print or type)

Two-Year Terms:

(vote for 3 regular members and 3 alternates)

Regular

Wayland "Bud" Gladstone - Supervisor - Town of Andes
Edward H. Snow, Sr. - Mayor - Village of Walton
Winifred Zubin - Mayor - Village of Fleischmanns

(Write-in)

(Write-in)

Alternate

Shayne Moshier - Town Board Member - Town of Andes

Brent Trimbell ^{Stamford}
(Write-in) ~~Town of Andes~~
Board member

(Write-in)

Submitted by: John S. Koser
Name: John Koser
Title: Supervisor
Town/Village: Town of Stamford

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

AYES: John Kosier-Roderick Hillis-Daniel Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted

Discussed was the recent decision by NYC DEP to reduce the amount of septage accepted at wastewater treatment plants. According to the Memorandum of Agreement passed in 1997, the DEP will accept for disposal at its wastewater treatment plants at no charge for septic waste generated from the Septic System Rehabilitations and Replacements Program. Those plants are located in Grand Gorge, Margaretville, Pine Hill, Tannersville and Grahamsville. Supv. Kosier stated the Del. Co. Board of Supervisors passed a resolution today at their meeting to serve notice to NYC.

Also discussed was the proposed ambulance service. They are now incorporated and have three goals which are: getting the by-laws set up, finding a billing agency and finding a director. Their next meeting is scheduled for April 20th.

RESOLUTION NO. 19-2022 was introduced by Brent Trimbell and seconded by Roderick Hillis:

BE IT HEREBY RESOLVED that we move into executive session due to a legal issue at 7:22 PM.

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

AYES: John Kosier-Roderick Hillis-Daniel Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted

RESOLUTION NO. 20-2022 was introduced by Brent Trimbell and seconded by Roderick Hillis:

BE IT HEREBY RESOLVED that we move out of executive session with no action taken at 7:32 PM.

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

AYES: John Kosier-Roderick Hillis-Daniel Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted

A MOTION was made by John Kosier and seconded by Roderick Hillis to adjourn this meeting at 6:38 P.M. The next regular meeting will be held on May 11, 2022 at 6:00 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