

Account#	Account Description	Fee Description	Qty	Local Share
	Health Insurance	Highway Fund DA	1	0.00
		Sub-Total:		\$0.00
A1255	Conservation	Conservation	1	3.14
	Marriage License	Marriage License Fee	3	52.50
	Small Sales	EZ Pass	1	25.00
		Marriage Certificate	3	30.00
		Sub-Total:		\$110.64
A1620.4	Small Sales	Photo Copies	15	28.15
		Sub-Total:		\$28.15
A2544	Dog Licensing	Female, Spayed	6	29.00
		Female, Unspayed	1	12.50
		Male, Neutered	7	40.50
		Male, Unneutered	2	25.00
		Replacement Tags	1	3.00
		Sub-Total:		\$110.00
A2545	Dog	Boarding Fees	3	75.00
		Redeemed Dog	1	75.00
		Sub-Total:		\$150.00
A3510.4	Dog	Reimbursement Of Expenses	1	20.00
		Sub-Total:		\$20.00
B2115	Building Fees	Lot Improvements	1	125.00
		Special Use	2	200.00
		Sub-Total:		\$325.00
B2770	Building Fees	Building Permit	9	2,725.00
		Fire Inspections	1	295.00
		Municipal Search	9	450.00
		Sub-Total:		\$3,470.00

Total Local Shares Remitted: \$4,213.79

Amount paid to: Highway Fund DA	569.94
Amount paid to: Ny State Dept. Of Health	67.50
Amount paid to: NYS Ag. & Markets for spay/neuter program	22.00
Amount paid to: NYS Environmental Conservation	53.86

Total State, County & Local Revenues: \$4,927.09

Total Non-Local Revenues: \$713.30

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Laurie Dutcher, Town Clerk, Town of Liberty during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

EXPENSE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	P.O. BALANCE	UNENCUMBERED UNEX. BALANCE
GENERAL FUND - TOWNWIDE	2,778,415.00	222,934.14	340,944.35	350.00	2,437,120.65
TOWN - OUTSIDE VILLAGE	383,740.00	37,319.37	46,821.07	.00	336,918.93
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	4,045.00	16,690.00	.00	16,690.00-
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,515,279.00	210,046.85	301,350.52	30,477.31	1,183,451.17
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,180,692.00	31,047.65	43,265.65	.00	1,137,426.35
HIGHWAY CHIPS FUND	290,200.00	.00	.00	.00	290,200.00
WATER AND SEWER OPERATIONAL FUND	840,093.00	86,277.26	130,434.79	3,023.97	706,634.24
TOTAL SEWER DISTRICTS	761,492.00	148,748.61	152,422.59	.00	609,069.41
TOTAL WATER DISTRICTS	1,349,247.00	242,500.00	247,386.50	.00	1,101,860.50
GRAND TOTALS.....	9,099,158.00	982,918.88	1,279,315.47	33,851.28	7,785,991.25

REVENUE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT RECEIPTS	Y-T-D RECEIPTS	UNCOLLECTED BALANCE
GENERAL FUND - TOWNWIDE	2,495,415.00	865,871.78	1,870,106.74	625,308.26
TOWN - OUTSIDE VILLAGE	332,740.00	223,244.86	223,246.32	109,493.68
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	4,045.00	16,690.00	16,690.00-
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,460,279.00	62.34	1,437,888.89	22,390.11
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,123,692.00	1,123,256.29	1,123,271.12	420.88
HIGHWAY CHIPS FUND	290,200.00	.00	.00	290,200.00
WATER AND SEWER OPERATIONAL FUND	840,093.00	205,612.91	205,612.91	634,480.09
TOTAL SEWER DISTRICTS	693,292.00	603,288.17	604,689.88	88,602.12
TOTAL WATER DISTRICTS	1,296,747.00	338,440.18	356,465.54	940,281.46
GRAND TOTALS.....	8,532,458.00	3,363,821.53	5,837,971.40	2,694,486.60



**Town of Liberty
Supervisor's Report
February, 2017
Bank Account Reconciliation Information**

Name	Bank	Account #	Total
General Fund	First Niagara	*183	2,250,770.06
Highway Fund	First Niagara	*191	3,172,186.26
Highway Funds	CHB	*893	70,976.26
Capital Reserve Fund	TD Banknorth	*521	707,102.10
Capital Reserve Fund	NBDC	*701	966,895.34
Street Light Districts	CHB	*555	61,583.20
Water & Sewer Districts	First Niagara	*205	1,411,756.57
Trust & Agency	First Niagara	*744	29,234.15
Central Checking	First Niagara	*175	-0-
Health Insurance	Jeff Bank	*993	15,433.47
Valuation Update Reserve	Jeff Bank	*815	2,942.40
Payroll Account	Jeff Bank	*310	-0-
Payroll Withholding	Jeff Bank	*174	432.40
NYS Comm. Dev. Block Grant	First Niagara	*418	-0-
Grant Account	First Niagara	*0212	6.73
		Total	\$ 8,689,318.94
CDs:			
First Niagara			-0-
CHB			\$414,500.00
JEFF BANK			\$250,000.00
		Total	\$664,500.00



DELAWARE
ENGINEERING, D.P.C.
CIVIL AND ENVIRONMENTAL ENGINEERING

February 14, 2017

Cheryl Gerow
Budget/Accounting Coordinator
Town of Liberty
Government Center
120 North Main Street
Liberty, NY 12754

Re: White Sulphur Springs Water District – Phase 6 Improvements
OCR Project #641PW106-15

Sub: Engineering Services Invoice No. 7

Dear Cheryl:

Attached for Town review and processing is our invoice totaling \$3,048.96 for the subject project. Total cost to date, including this invoice, is \$42,930.96. Based on the contract price of \$109,500.00, the remaining balance equals \$66,569.04.

Work performed/provided which is covered by the invoice for January 2017 includes:

Task 1 – Preliminary Design:

- Previously completed.

Task 2 – Design Services:

- Continuing discussions with the Town, NYSDOT and Sullivan County DPW relative to the project options and locations for planned facilities.
- Met with the NYS DOH and reviewed the plans and specifications.

Task 3 - Bid/Award Services:

- Work pending completion of design.

Task 4 – Engineering During Construction:

- Work pending.

Task 5 – On-Site Observation Services:

- Work pending.



BLAUER ASSOCIATES



P.O. Box 363, Nescopeck, Pa. 18635
Tel: 570.379.2552
mblauer@evenlink.com

March 3, 2017

Charles Barbuti, Supervisor
Town of Liberty
120 North Main Street
Liberty, NY 12754

Re: OCR #641PW106-15
White Sulphur Springs Water Improvements - Phase 6
Invoice #10

Invoice for administrative services to OCR 2015 Project (Public Facilities - White Sulphur Springs Water Project Phase 6) for the period February 1, 2017 through March 3, 2017.

- Prepare and submit Section 3 Utilization Report for calendar year 2016;
- Prepare and submit drawdown form #6 to reimburse Town for administrative and engineering invoices;
- Undertake MBE/WBE/Section 3 outreach for construction bid opportunity;
- Coordinate with Delaware Engineering in order to submit final draft construction bid package to OCR.

Services provided on February 9, 22, 24, 27 & 28 and March 1, 2017.

11 Hours at \$125.00 per hour.....\$1,375.00

TOTAL AMOUNT DUE.....**\$1,375.00**

Signed,

Mark Blauer
President

DELAWARE ENGINEERING, D.P.C.

8-12 Dietz Street, Suite 303, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

4.Task 4 - Engineering During Construction

Personnel Costs:

Principal (D. Ohman, P.E.)	\$ 150.00	\$	-	\$	-	\$	-
Staff Engineer (J. Francisco)	\$ 95.00	\$	-	\$	-	\$	-
Staff Engineer	\$ 65.00	\$	-	\$	-	\$	-
Staff Engineer	\$ 65.00	\$	-	\$	-	\$	-
Clerical	\$ 45.00	\$	-	\$	-	\$	-
Subtotal		\$	-	\$	-	\$	-

Direct Expenses:

Reproduction/Printing	\$	-	\$	-	\$	-
Shipping/Postage	\$	-	\$	-	\$	-
Travel/Subsistence	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	-	\$	-

SUBTOTAL-TASK 4 \$ - \$ - \$ - \$ 22,500.00

5.Task 5 - On-Site Observation Services

Personnel Costs:

Principal (D. Ohman, P.E.)	\$ 150.00	\$	-	\$	-	\$	-
Staff Engineer (J. Francisco)	\$ 95.00	\$	-	\$	-	\$	-
Staff Engineer	\$ 70.00	\$	-	\$	-	\$	-
Construction Resident	\$ 70.00	\$	-	\$	-	\$	-
Staff Engineer	\$ 65.00	\$	-	\$	-	\$	-
Clerical	\$ 45.00	\$	-	\$	-	\$	-
Subtotal		\$	-	\$	-	\$	-

Direct Expenses:

Reproduction/Printing	\$	-	\$	-	\$	-
Shipping/Postage	\$	-	\$	-	\$	-
Travel/Subsistence	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	-	\$	-

SUBTOTAL-TASK 5 \$ - \$ - \$ - \$ 30,000.00

6.Task 6 - As-Builts

Personnel Costs:

Principal (D. Ohman, P.E.)	\$ 150.00	\$	-	\$	-	\$	-
Staff Engineer (J. Francisco)	\$ 95.00	\$	-	\$	-	\$	-
Staff Engineer	\$ 65.00	\$	-	\$	-	\$	-
Staff Engineer	\$ 65.00	\$	-	\$	-	\$	-
Clerical	\$ 45.00	\$	-	\$	-	\$	-
Subtotal		\$	-	\$	-	\$	-

Direct Expenses:

Reproduction/Printing	\$	-	\$	-	\$	-
Shipping/Postage	\$	-	\$	-	\$	-
Travel/Subsistence	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	-	\$	-

SUBTOTAL-TASK 6 \$ - \$ - \$ - \$ 1,000.00

DELAWARE ENGINEERING, D.P.C.

8-12 Dietz Street, Suite 303, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

TOWN OF LIBERTY
 ATTENTION: CHERYL GEROW, FINANCE DEPARTMENT
 GOVERNMENT CENTER
 120 NORTH MAIN STREET
 LIBERTY, NY 12754

13-Feb-17

ENGINEERING SERVICES THROUGH JANUARY 2017

PROJECT: White Sulphur Springs Water District - Phase 6 Improvements

INVOICE/REQUISITION Number 7

	#HRS.	\$/HR.	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
A. BASIC SERVICES						
1.Task 1 - Preliminary Design						
SUBTOTAL-TASK 1			\$ -	\$ -	\$ -	Included in Task 2
2.Task 2 - Design Services						
<u>Personnel Costs:</u>						
Principal (D. Ohman, P.E.)	2	\$ 150.00	\$ 300.00	\$ 9,620.00	\$ 9,920.00	
Staff Engineer (J. Francisco)	19	\$ 95.00	\$ 1,805.00	\$ 15,915.00	\$ 17,720.00	
Technician (R. Chiappisi)	11	\$ 65.00	\$ 715.00	\$ -	\$ 715.00	
Technician (M. Seymour)		\$ 65.00	\$ -	\$ 5,118.75	\$ 5,118.75	
Technician		\$ 40.00	\$ -	\$ -	\$ -	
Clerical		\$ 45.00	\$ -	\$ -	\$ -	
Subtotal			\$ 2,820.00	\$ 30,653.75	\$ 33,473.75	
<u>Direct Expenses:</u>						
Reproduction/Printing			\$ 145.50	\$ -	\$ 145.50	
Shipping/Postage			\$ -	\$ -	\$ -	
Travel/Subsistence			\$ 83.46	\$ 128.25	\$ 211.71	
Subtotal			\$ 228.96	\$ 128.25	\$ 357.21	
SUBTOTAL-TASK 2			\$ 3,048.96	\$ 30,782.00	\$ 33,830.96	\$ 35,000.00
3.Task 3 - Bid/Award Services						
<u>Personnel Costs:</u>						
Principal (D. Ohman, P.E.)		\$ 150.00	\$ -	\$ -	\$ -	
Staff Engineer (J. Francisco)		\$ 95.00	\$ -	\$ -	\$ -	
Staff Engineer		\$ 65.00	\$ -	\$ -	\$ -	
Staff Engineer		\$ 65.00	\$ -	\$ -	\$ -	
Clerical		\$ 45.00	\$ -	\$ -	\$ -	
Subtotal			\$ -	\$ -	\$ -	
<u>Direct Expenses:</u>						
Reproduction/Printing			\$ -	\$ -	\$ -	
Shipping/Postage			\$ -	\$ -	\$ -	
Travel/Subsistence			\$ -	\$ -	\$ -	
Subtotal			\$ -	\$ -	\$ -	
SUBTOTAL-TASK 3			\$ -	\$ -	\$ -	\$ 6,000.00

DELAWARE ENGINEERING, D.P.C.

Task 6 – As-Builts:

- Work pending completion of construction.

Task 7 – Subcontractors:

Previously completed

Work planned for February 2017 includes:

- Continue to communicate with the Town, NYSDOT, Sullivan County DPW and our surveying subcontractor on project issues.

Please contact me at (607) 432-8073 if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.



Dave Ohman, P.E.

Attachment

CC: Charlie Barbuti, Town Supervisor (w/enclosures)
Mark Blauer, Blauer Associates (w/enclosures)
Tom Kehrley, Town Water & Sewer Department (w/enclosures)
Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)
Jeff Francisco, Delaware Engineering, D.P.C. (w/enclosures)

DELAWARE ENGINEERING, D.P.C.

8-12 Dietz Street, Suite 303, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

7.Task 7 - Subcontractors

Personnel Costs:

Principal (D. Ohman, P.E.)	\$ 150.00	\$ -	\$ -	\$ -
Staff Engineer (J. Francisco)	\$ 95.00	\$ -	\$ -	\$ -
Staff Engineer	\$ 65.00	\$ -	\$ -	\$ -
Staff Engineer	\$ 65.00	\$ -	\$ -	\$ -
Clerical	\$ 45.00	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -

Direct Expenses:

Reproduction/Printing	\$ -	\$ -	\$ -
Shipping/Postage	\$ -	\$ -	\$ -
Travel/Subsistence	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -

Subcontracts:

REGEN, LLC	\$ -	\$ 6,800.00	\$ 6,800.00	\$ 10,000.00
SJB-CORTLAND - Invoice #CORT-16-494	\$ -	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00
Subtotal	\$ -	\$ 9,100.00	\$ 9,100.00	

SUBTOTAL-TASK 7 \$ - \$ 9,100.00 \$ 9,100.00 \$ 15,000.00

TOTAL FOR A.1 \$ 3,048.96 \$ 39,882.00 \$ 42,930.96 \$ 109,500.00

AMOUNT DUE FOR CURRENT SERVICES \$ 3,048.96

AMOUNT PAST DUE \$ 7,240.00 Invoice #5, 12/12/2016 and
Invoice #6, 1/20/17

TOTAL NOW DUE \$ 10,288.96

BUDGET BALANCE \$ 66,569.04

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Please remit payment to: Delaware Engineering, D.P.C.
28 Madison Avenue Extension
Albany, NY 12203
Attention: Susan Olivares

3 Copies Made

TOWN OF LIBERTY, NY

-per Jeff

Plastic Cover
Spec. Cover
1" Binder

**WHITE SULPHUR
SPRINGS WATER
DISTRICT PHASE 6**

3 1/2 + 11 = 236 Pages

Double Sided

Contract # TL1-G-17 General

Blue Linen Back

Wq. 5 = 11 Pages

TOWN SUPERVISOR - Charlie Barbuti

Size = 24 x 36

TOWN CLERK - Laurie Dutcher

TOWN BOARD

- Dean Farrand
- Vincent McPhillips
- Brain McPhillips
- Russell Reeves

**WATER & SEWER DEPARTMENT - WORKING SUPERVISOR
Tom Kehrley**



$$\begin{aligned}
 236 \times 2 \times .05 \times 3 &= 70.80 \\
 11 \times .50 \times 3 &= 16.50 \\
 \hline
 &= \$87.30
 \end{aligned}$$

Set # _____

Task #2

TOWN OF LIBERTY, NY

2 Additional Copies made

Plastic Cover
Spec. Cover
1" Binder
8 1/2 x 11 = 236 Pages
Dbl Sided
Blue Linen Back

WHITE SULPHUR SPRINGS WATER DISTRICT PHASE 6

Contract # TL1-G-17 General

Drawings = 11 Pages / Size = 24 x 36

TOWN SUPERVISOR - Charlie Barbuti

TOWN CLERK - Laurie Dutcher

TOWN BOARD

Dean Farrand
Vincent McPhillips
Brain McPhillips
Russell Reeves

WATER & SEWER DEPARTMENT - WORKING SUPERVISOR
Tom Kehrley



$236 \times 2 \times .05 \times 2 = 47.20$
 $11 \times .50 \times 2 = 11.00$

\$ 58.20

Set # _____

Prepared by: DELAWARE ENGINEERING, D.P.C.

1001 STEEL STREET SUITE 300 CATAUGUS, NY 13829, Phone 607-432-8873

Task #2

DELAWARE ENGINEERING, D.P.C.
EXPENSE VOUCHER

Name: Jeff Francisco
Week Ending: 31-Jan-17

Date	Project Number	Task Number	Client	Description/Destination	Personal Auto		Travel			Lodging	Meals	Misc.	Totals
					Miles	\$	Rental	Fuel	Tolls				
1/20/2017		2	Liberty (T)	Phase 6	156	\$83.46							\$83.46
1/20/2017			Liberty (T)	Board meetings	60	\$32.10							\$32.10
				Totals:	216	\$115.56							\$115.56

Catskill-Delaware Publications, Inc.

Publishers of the

Sullivan County Democrat

5 Lower Main St. • P.O. Box 308
Callicoon, New York 12723
845-887-5200

Ad ID: 49047

Invoice

PO Box 308

• Callicoon, NY 12723 • 845-887-5200

Bill to:

Laurie Dutcher
Liberty, Town of
120 North Main Street
Liberty, NY 12754

Sold to:

Laurie Dutcher
Liberty, Town of
120 North Main Street
Liberty, NY 12754

Account ID: 11370

Please pay from this Invoice. Return stub with payment.

Rep ID:

Terms: **Net 30**

Description

Classification of Ad: 182 – LEGALS

Zone:

Text: LEGAL NOTICE INVITATION FOR BIDS NOTICE IS HEREBY GIVEN...

Charges from 1/31/2017 to 3/7/2017

Date	Pub	Type	Description	Price	Discount	Applied	Due
3/7/17	SCD	Ad	LEGALS: LEGAL NOTICE -	\$123.93			\$123.93
3/7/17	SCD	Affidavit	Affidavit	\$15.00			\$15.00

\$138.93

\$138.93

Affidavit of Publication

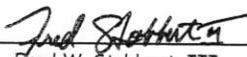
State of New York

SS:

County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 3/7/17


Fred W. Stabbert, III

Sworn to before me this 7th day of March, 2017


Susan M. Owens
Notary Public, State of New York
No. #010W8025547
Qualified in Sullivan County
My commission expires on June 1, 2019

LEGAL NOTICE
INVITATION FOR
BIDS

NOTICE IS HEREBY GIVEN, pursuant to Article 9A of the General Municipal Law of the State of New York, that

THE TOWN OF
LIBERTY, NEW
YORK

is seeking sealed bids for:

WHITE SULPHUR SPRINGS WATER DISTRICT - PHASE 8 WATER LINE REPLACEMENT PROJECT
Contract # TL1-G-17 General

The Town Clerk, Laurite Dutcher, will receive sealed bids at the Town Clerk's office at the Town Government Center, 120 North Main Street, Liberty, New York 12754, until 10:00 a.m., March 28, 2017 at which time bids will be publicly opened and read.

A Pre-Bid Meeting will be held 10:00 a.m. on March 16, 2017 at the Town Government Center, 120 North Main Street, Liberty, New York 12754, with a follow up visit to the job site. All Prospective Bidders are urged to attend.

This Project is partially funded by New York State Office of Community Renewal Community Development Block Grant (CDBG) Program. There are no mandated Minority or Woman Business Enterprise (MWBE) participation requirements. However, the Town of Liberty strongly encourages Minority Business Enterprises, Women Business Enterprises and Section 3 Enterprises to respond to this bid opportunity.

Contract TL1-G-17 General, consists of, but is not limited to include the construction of approximately 2,250 lf of 8" D.I.P. Water Main and 250 lf of 10" DR-9 HDPE

water main by directional boring, four fire hydrants, fourteen 8" valves, twenty eight water services (sixteen of which will be bored and cased under NYS RT 52), and three directionally drilled casing with HDPE casing. Work will take place within NYS DOT Route 52 work limits and will require a NYS DOT work permit. All work shall be completed by July 31, 2017.

Copies of the Contract Documents may be obtained from The Town Clerk's Office at The Government Center, 120 North Main Street, Liberty, New York 12754 (845-292-5110) on or after March 8, 2017 by

remitting \$50 (refundable if bid is submitted and contract documents are returned in good condition) payable to "Town of Liberty" for each set of Contract Documents. There will be a processing fee of \$25 (nonrefundable) per set payable to "Town of Liberty" if the contract documents are mailed. Addenda, if any, will be issued only to those companies whose name and address are on record with the Town as having obtained the Contract Documents.

Addenda, if any, will be issued to only those persons whose name and address are on record with the Owner as having obtained the Contract Documents.

The Contractor, at the bid opening, must supply a BID GUARANTEE in an amount not less than 5 percent of the TOTAL AMOUNT of the bid submitted. See item 6 in Instructions to Bidders.

Bidders are advised that Labor and Material and Performance Bonds each in the amount of 100% of the contract price, as well as a Certificate of Insurance demonstrating required coverage, shall be provided by the successful bidder(s). In addition, the successful bidder(s) shall provide a one-year maintenance bond in the amount of 100% of the contract price at the completion of work.

The bidder(s), and/or significant subcontractor(s), shall have the requisite experience to perform the project. Bidder(s) and subcontractor(s) shall provide a list of similar projects on-going and/or completed over the last ten (10) years with their bid. Those bidders lacking adequate experience will be deemed non-responsive and are encouraged to not submit a bid.

This public work contract requires that not less than the minimum salaries and wages set forth in the Contract Documents (see Exhibits) must be paid on this project; that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, religion, sex or national origin. The Contractor(s) must comply with the State wage rates under New York State Department of Labor PRC# 2016012329 (www.labor.state.ny.us) and Federal wage rates under U.S. Department of Labor N.Y. 1700702/17/2017 NY7, and shall compensate employees utilizing the higher of the two wage rates on a case by case, trade by trade basis.

This public work contract requires that all Contractors comply with Labor Law 220, Section 220-h, which requires that on all public work projects of at least \$25,000.00, all laborers, workers and mechanics on the site be certified as having successfully completed the OSHA 10-hour construction safety and health course.

The Contractor must also be aware that, in conformance with Workers' Compensation Law §57, the contractor must provide either form CE-200 (Certificate of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage), or form C-105.2 (Certificate of Workers' Compensation Insurance) or form SI-12 (Certificate of Workers' Compensation Self-Insurance) <http://www.wcb.state.ny.us/content/main/Employers/IM.pdf> before the Notice to Proceed can be issued.

Bidders are responsible for the timely delivery of their Bid proposal to the proper department as indicated in this "Invitation to Bid". Bid proposals received after the date and time specified in the invitation shall be considered unresponsive and will be returned to the Bidder unopened.

The Town of Liberty does not accept bids by FAX. The Owner reserves the right to reject any and all Bids or waive any informality in the Bidding.

Bids may be held by the Owner for a period not to exceed forty-five (45) days from the date of the openings of Bids for the purpose of reviewing the Bids and investigate the qualifications of the Bidders,

prior to awarding the Contract.

Questions regarding this project should be directed to Jeff Francisco, Delaware Engineering P.C., at 807-432-8073.

Date: March 1, 2017
Laurie Dutcher
Town Clerk
New York
845-292-5110
49047

SECTION 13:

UNUSED SICK TIME

1. All employees who resign from their current position and are not yet eligible for retirement benefits shall be eligible to be paid for unused sick time, up to 120 days based on the following schedule.

10-14 completed years of service	50% of unused sick time
15-19 completed years of service	75% of unused sick time
Over 20 completed years of service	100% of unused sick time

The total cumulated days will remain at 240 days.
A completed year of service is 365 days of employment.

(Employees that have accumulated more than 120 sick days as of December 31, 2012 will be compensated for the days over 120 at their current rate of pay for 100% of their time. Any employee who does not wish to be compensated may do so with the understanding that at retirement they will only be compensated for 120 days and they must sign a waiver with the Finance Office stating such.)

*Board Resolution 10/1/12

Any employee who resigns from full time employment with accumulated sick days/time to assume an elected position with the Town of Liberty would be eligible for unused sick pay based on the schedule above.

SEPERATION OF EMPLOYMENT (1)

Maximum allowable sick days at Seperation date: 120 days

Years of Service (2)	Initiated by Employee			Initiated by Employer	
	Retire (3)	Resign (4)	Death	Termination	Position Eliminated
(0-9)	0%	0%	0%	0%	0%
(10-14)	50%	50%	50%	50%	50%
(15-19)	75%	75%	75%	75%	75%
(20+)	100%	100%	100%	100%	100%

Notes: 1) Applies to all employees and elected officials eligible for sick time. 2) Defined as completion of year from anniversary date. 3) See section for proper retirement notifications 4) If two week notice not provided, employee forfeits all sick time 5) To determine employees sick time pay at the seperation date multiply their unused sick time (maximum 120 days) by the appropriate percentage.

To all Town employees,

The recent resignation of a town employee brought to light an ambiguity in the Town's Personnel Policy as to how the town is to compute accumulated sick days/time payout. This has caused the Town Board to take a close look at the Town of Liberty sick day payout policy.

In Section 13 of the Personnel Policy Agreement there is a chart of percentages of their sick time that employees who leave employment with the town would be entitled to. With the approval of the Town of Liberty Employees association representatives this policy was revised in 2012. Due to an omission in recording the original wording, the revised wording left out an important phrase which clarified that the chart applied to all employees entitled to a sick time payout. Since the 2012 policy language failed to make the intent crystal clear, the town board has decided to pay those who have resigned or retired since the 2012 policy revision 100% of their accumulated sick time up to 120 days. Obviously those who did receive 100% are not entitled to any additional payout. To be clear, the table in section 13 applies to all town employees. The clarification, when approved will read: (clarification is in red).

(proposed sect 13 of personnel policy to be inserted here)

Until this rewording is entered into the Employee Personnel Policy the above language will be followed as it more accurately describes the original intent which was approved by the employees in 2012.

Yours truly,

Charlie Barbuti

Dear (former town employee),

The recent resignation of a town employee brought to light an ambiguity in the Town's Personnel Policy as to how the town is to compute accumulated sick days/time payout. This has caused the Town Board to take a close look at the Town of Liberty sick day payout policy. As a result the board passed the following resolution at their meeting on 3/6/17.

"RESOLVED, that in consideration of certain ambiguities in Section 13 of the Personnel Policy as the result of changes made thereto on October 1, 2012, the Town of Liberty shall pay to Brian Scardefield upon his separation from employment by the Town 100% of 120 days of his accumulated sick leave, and that the Town of Liberty shall pay to each of Audrey Wheeler, Mark Van Etten and Leigh Benton, who previously separated from employment by Town after October 1, 2012, the difference between 100% and the percentage of the number of days of accumulated sick leave they were respectively paid upon separation."

Since you are no longer an employee of the Town this money will be paid to you and reported on a 1099MISC.

If you have any questions please call me.

Yours truly,

Charlie Barbuti

APPLICATION TOWN OF LIBERTY REFUSE COLLECTION LICENSE

License expires the 31st day of December following the Date of Issue

1. NAME OF APPLICANT: On Time Disposal Inc.

2. ADDRESS: P.O. Box 408 Monroe, N.Y. 10949

3. TELEPHONE 845-781-5895

4. VEHICLE
A-NAME OF OWNER: Hkol Yodichu LLC

B-MAKE OF VEHICLE Mack

C-LICENSE PLATE # 78773PA

D-BODY TYPE: Roll-off

E-REGISTRATION#: 1m2AG11C96m023689

5. DO YOU INTEND TO OPERATE THE VEHICLE PERSONALLY? Yes

6. NAME AND ADDRESS OF EMPLOYEES WHO WILL OPERATE VEHICLE?
Joseph J Rosegrance 704 Pennsylvania Ave Matamoras, PA. 183

I CERTIFY THAT I AM FAMILIAR WITH THE GARBAGE AND REFUSE ORDINANCE OF THE TOWN OF LIBERTY AND THE RULES AND REGULATIONS APPLYING TO THE TOWN REFUSE AREA AND GARBAGE DUMP AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS THEREOF.

SIGNATURE OF APPLICANT

SWORN TO BEFORE ME THIS 22 DAY OF December 2016.

Notary Public, State of New York

No. 01CO6150073

Qualified in Orange County

Commission Expires July 24, 2018

NOTARY PUBLIC

APPLICATION & LICENSE FEE RECEIVED

DATE

APPLICATION INSPECTED AND APPROVED BY CODE ENFORCEMENT OFFICER

CODE ENFORCEMENT OFFICER

DATE

APPLICATION APPROVED BY THE TOWN BOARD

DATE

LICENSE ISSUED

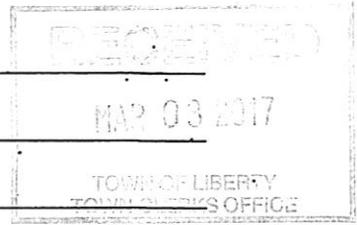
DATE

LICENSE # 2442

RATE SCHEDULE:

PICK UP TRUCK / 1 TON OR OVER.....\$ 50.00

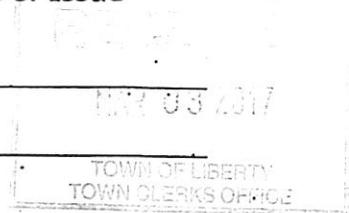
PACKER / CONTAINER TRUCK.....\$100.0



APPLICATION TOWN OF LIBERTY REFUSE COLLECTION LICENSE

License expires the 31st day of December following the Date of Issue

1. NAME OF APPLICANT: On Time Disposal Inc.
2. ADDRESS: Po Box 408 Monroe, N.Y. 10979
3. TELEPHONE 845-781-5895
4. VEHICLE
 - A-NAME OF OWNER: Hkol Vodichu LLC
 - B-MAKE OF VEHICLE Mack
 - C-LICENSE PLATE # 49886MD
 - D-BODY TYPE: Roll-off
 - E-REGISTRATION#: 1M2A61C65M023079
5. DO YOU INTEND TO OPERATE THE VEHICLE PERSONALLY? Yes
6. NAME AND ADDRESS OF EMPLOYEES WHO WILL OPERATE VEHICLE?
Thomas I Macalland Po Box 1118 Montauk, NJ 07827



I CERTIFY THAT I AM FAMILIAR WITH THE GARBAGE AND REFUSE ORDINANCE OF THE TOWN OF LIBERTY AND THE RULES AND REGULATIONS APPLYING TO THE TOWN REFUSE AREA AND GARBAGE DUMP AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS THEREOF.

SIGNATURE OF APPLICANT

SWORN TO BEFORE ME THIS 22 DAY OF December 2016

SARA CONKLIN
Notary Public, State of New York
No. 01C06150073
Qualified in Orange County
Commission Expires July 24, 2018

NOTARY PUBLIC

APPLICATION & LICENSE FEE RECEIVED

DATE

APPLICATION INSPECTED AND APPROVED BY CODE ENFORCEMENT OFFICER

CODE ENFORCEMENT OFFICER

DATE

APPLICATION APPROVED BY THE TOWN BOARD

DATE

LICENSE ISSUED

DATE

LICENSE # 2443

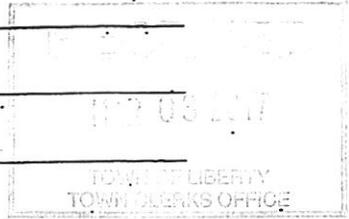
RATE SCHEDULE:

PICK UP TRUCK / 1 TON OR OVER.....\$ 50.00 PACKER / CONTAINER TRUCK.....\$100.0

APPLICATION TOWN OF LIBERTY REFUSE COLLECTION LICENSE

License expires the 31st day of December following the Date of Issue

1. NAME OF APPLICANT: On Time Disposal Inc.
2. ADDRESS: Po Box 408 Monroe, N.Y. 10949
3. TELEPHONE 845-781-5895
4. VEHICLE
 - A-NAME OF OWNER: Hkol Vodichu LLC
 - B-MAKE OF VEHICLE Mack
 - C-LICENSE PLATE # 60870MJ
 - D-BODY TYPE: Roll-off
 - E-REGISTRATION#: 1m2P337C44MO34606
5. DO YOU INTEND TO OPERATE THE VEHICLE PERSONALLY? Yes
6. NAME AND ADDRESS OF EMPLOYEES WHO WILL OPERATE VEHICLE?
Cindy Garrison 6 main st Apt 2 Sparrow Bush, N.Y. 12980



I CERTIFY THAT I AM FAMILIAR WITH THE GARBAGE AND REFUSE ORDINANCE OF THE TOWN OF LIBERTY AND THE RULES AND REGULATIONS APPLYING TO THE TOWN REFUSE AREA AND GARBAGE DUMP AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS THEREOF.

SIGNATURE OF APPLICANT

SWORN TO BEFORE ME THIS 22 DAY OF December, 2016.

SARA CONKLIN
Notary Public, State of New York
No. 01CO6150073
Qualified in Orange County
Commission Expires July 24, 2018

NOTARY PUBLIC

APPLICATION & LICENSE FEE RECEIVED

12/22/2016
DATE

APPLICATION INSPECTED AND APPROVED BY CODE ENFORCEMENT OFFICER

CODE ENFORCEMENT OFFICER

DATE

APPLICATION APPROVED BY THE TOWN BOARD

DATE

LICENSE ISSUED

DATE

LICENSE # 2444

RATE SCHEDULE:

PICK UP TRUCK / 1 TON OR OVER.....\$ 50.00 PACKER / CONTAINER TRUCK.....\$100.0

**APPLICATION
FOR A LICENSE TO OPERATE AN AUTOMOBILE
JUNK YARD BUSINESS**

Made Pursuant to 136 of the General Municipal Law

TO THE TOWN BOARD OF THE TOWN OF LIBERTY:

The Undersigned hereby makes application for a license to conduct an automobile junk yard business on land located in said town described as follows Tax Map # J 41-1-17.2, 41-1-18.2, 41-1-23 & 41-1-24
Located on old RT 17, Ferndale, NY

(include location of land with reference to nearest public highway)

Said land is owned by Simsmetal East LLC

If other than applicant, state the nature of the right of the applicant to occupancy of land, duration and terms of lease to applicant and other pertinent facts N/A

Applicant is sole owner of business: Yes No
His address is _____

If applicant is a partnership, state names and addresses of all partners: _____

If applicant is a corporation, state names and addresses of all of the officers and principal place of business: Simsmetal East LLC
1 Linden Ave East
Jersey City, NJ 07305

State previous experience of applicant in conducting an automobile junk yard business _____
Operate scrap yards throughout the United States

Has applicant ever been convicted of any type of larceny or of receiving stolen goods? Yes _____
No State details: _____

Describe fence, screening, gate and locking devices surrounding junk yard, if a new one _____
Existing Yard

Describe fence, screening, gate and locking devices surrounding junk yard, proposed to be installed by April next, if and established one N/A

If yard is adjacent to a public highway, is fence at least 50 feet there from: Yes _____ No X .
Distance from any church, school, hospital, public building or place of assembly: 1000 feet.

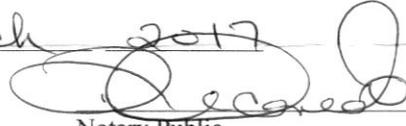
In making this application the applicant agrees that, if granted the license applied for, he will conduct the automobile junk yard in the manner provided in Section 136 of the General Municipal Law, that he will not conduct same after April 1 next without applying for a renewal thereof and that he will not sell, assign or transfer any license issued pursuant hereto or any renewal thereof.

License fee of \$~~2500~~00 accompanies this application.

Dated March 1, 2017.


(Applicant Sign Here)

Sworn to before me this 1 day of March 2017


Notary Public

Rosalva Acevedo, Notary Public
ID No. 50012909
State of New Jersey
My Commission Expires 5/26/2020

Certificate of Town Board

This is to certify that the land on which the automobile junk yard is proposed to be located hereunder is not within an established district restricted against such uses or otherwise contrary to the prohibitions of the Zoning Ordinance of the Town of _____.

Dated _____, _____.

Title



CONFIDENTIALITY AND ASSURANCE AGREEMENT

This Agreement is entered into this 28th day of February, 2017 by and between New York State Electric & Gas Corporation, a corporation organized and existing under the laws of the State of New York (hereinafter "NYSEG") and The Town of Liberty, a municipality organized and existing under the laws of the State of New York (hereinafter "Liberty").

1. WITNESSETH

WHEREAS, NYSEG and LIBERTY (jointly, the "Parties") desire to enter into certain discussions which are likely to lead to the disclosure of information which is confidential, proprietary and/or commercially sensitive (hereinafter "Information"); and

WHEREAS, NYSEG and LIBERTY desire to reach an understanding with respect to the disclosure of such Information;

Based on the forgoing, NYSEG and LIBERTY agree as follows:

2. The Parties agree that the Information shall consist of oral and written communications between the Parties, identified or expressly designated as "Confidential", which pertain to the transactions contemplated hereunder. Such Information is proprietary and the property of the disclosing party. The party receiving such Information shall keep secret such Information using the same degree of care the receiving party uses in protecting its own proprietary information of a like kind. Such Information shall not be sold, traded, published or otherwise disclosed by the receiving party to anyone in any manner whatsoever, or photocopied or reproduced in any way, without the prior written consent of the disclosing party, except as provided herein.

3. The disclosing party agrees to coordinate and control the disclosure with the receiving party's representative and to mark information with the disclosing party's restrictive legend. If information is not marked with this legend or is disclosed orally, the disclosing party agrees to identify Confidential Information as confidential at the time of disclosure, and to provide the receiving party with written confirmation within five (5) business days.

4. Each party shall have sole reasonable discretion as to what Confidential Information will be disclosed to the other party. This Agreement shall not obligate either party to disclose any Confidential Information to the other party. Each party acknowledges the



proprietary rights of the other party in and to the Confidential Information.

5. Confidential Information may be in the form of documents, magnetic tape, computer disks, or any other form. Confidential Information furnished by the disclosing party shall be used exclusively by the receiving party in connection with the request for acquisition of various street lights in the Town of Liberty (the "Acquisition").

6. Subject to paragraph 12, each party may disclose, discuss or use Confidential Information only with those employees, attorneys or consultants who are directly involved in planning the infrastructure needs of the Acquisition. The receiving party shall not use the Confidential Information for any other purpose or publish, disclose, or otherwise divulge the Confidential Information to any person at any time without the prior written consent of an officer of the disclosing party, except as expressly provided herein. In the event the information is the subject of a Freedom of Information Law request, the receiving party shall consult with the disclosing party, however, the party subject to the Freedom of Information Law request shall have the final determination of disclosure under the Freedom of Information Law.

7. If required by an order of a court of law, governmental or judicial body, each receiving party may release to such body Confidential Information required by such order, provided that it shall use its best efforts to cause that body to treat such information in a confidential manner and prevent such information from becoming part of the public domain. Upon receiving a request for any Confidential Information from any court of law, governmental or judicial body, or from any party in any action or proceeding pending before any court of law, governmental or judicial body, each party shall provide the other party with notice of said request for Confidential Information as soon as reasonably practicable. Each party shall reasonably cooperate with the other party in exercising any applicable rights to oppose the disclosure of Confidential Information in any such action or proceeding before any such body.

8. Each receiving party shall, within one (1) month after receiving written notice from the other party requesting the return of the Confidential Information: (a) return to the other party all Confidential Information, including copies made of such Confidential Information; and (b) cause to be destroyed all work papers, reports, or other information, in whatever form, including but not limited to documents, magnetic tape, or any other medium, which use or incorporate in any manner whatsoever the Confidential Information; however, each party shall not destroy any Confidential Information in violation of any NYS statute, including but not limited to, Arts & Cultural Affairs Law §57-A (The Local Government Records Law).

9. Each party shall employ procedures to prevent the unauthorized disclosure or use of the Confidential Information disclosed hereunder. These procedures shall include those described in paragraph 12 and shall be no less restrictive than the procedures used by each party to protect its own Confidential Information.



10. The provisions of paragraphs 2-8 shall not apply to any Confidential Information: (a) which was in the public domain at the time of disclosure hereunder; (b) which thereafter passes into the public domain by acts other than the acts of or caused by the party receiving said Confidential Information; (c) which is disclosed to the receiving party by a third party, provided that the receiving party does not know (or has no reasonable basis to know) that the information was received or disclosed unlawfully; (d) which the disclosing party authorizes disclosure of in writing; or (e) which the receiving party already possesses.

11. The burden of demonstrating that any Confidential Information was in fact disclosed in violation of this Agreement and the date of such disclosure shall rest with the party asserting a breach of this Agreement. The burden of demonstrating the applicability of any of the exceptions to the confidentiality requirements of this Agreement shall rest with the party claiming that such exception applies.

12. Each person who will review or discuss the Confidential Information on behalf of the receiving party, other than those individuals designated in paragraph 1 above, shall, prior to such review or discussion, execute an agreement in the form attached hereto as Appendix A and promptly return the signed agreement to the other party pursuant to paragraph 13. After complying with the provisions of paragraph 8 concerning the return and destruction of Confidential Information, the party so returning and/or destroying Confidential Information shall provide the other party with a verification duly signed by one of its officers in the form attached hereto as Appendix B.

13. Notices to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested to NYSEG, addressed as follows:

Attn: Ron E. Foster Manager – Marketing & Sales
NYSEG
P.O. Box 5224
18 Link Drive
Binghamton, NY 13902-5224

Or to TOWN OF LIBERTY, addressed as follows:

Attn: Mr. Charlie Barbuti
Supervisor– Town of Liberty
120 North Main Street
Liberty, NY 12754



14. This Agreement shall be governed by and construed in accordance with the law of the State of New York. For purposes of conflicts of laws issues, this Agreement was negotiated, made, and executed in the State of New York. With respect to any disputes regarding the interpretation or enforcement of, or performance under, this Agreement, each party consents to the exclusive jurisdiction of the federal and state courts of the State of New York.

15. Each party agrees that remedies at law may be inadequate to protect the disclosing party in the event of a breach of this Agreement, and the receiving party hereby, in advance, agrees to the granting of temporary injunctive relief in favor of the disclosing party pending the judicial resolution of the issue to prevent the continuation of any such breach without proof of actual damages.

16. This Agreement shall continue for thirty six (36) months from the date of this Agreement, which date shall be the date first-above written on the first page of this Agreement, and may be terminated by either party upon thirty (30) days' prior written notice to the other. The obligations hereunder shall terminate at the earlier of the expiration of six (6) years from the date of this Agreement or three (3) years from the date of an earlier termination by either party.

If the foregoing conforms to our agreement, please have a duly authorized representative of LIBERTY sign below. Upon receipt by NYSEG of an original signed copy of this Agreement, this shall constitute an enforceable contract between LIBERTY and NYSEG.

Sincerely,

Guy Owen

Key Account Management

Agreed this ____ day of _____, 2017

Town of Liberty

By: _____

Name: _____

Title: _____



APPENDIX A

CONFIDENTIALITY AND ASSURANCES AGREEMENT

I have been given a copy of and have reviewed the Confidentiality and Assurances Agreement (the "Agreement") between NYSEG and the Town of Liberty, dated as of _____, 2017 and understand the terms of the Agreement. Moreover, I understand that Confidential Information, as defined therein, is being provided to me pursuant to the terms and restrictions of the Agreement. I hereby agree to maintain the confidentiality of all Confidential Information in accordance with the terms of the Agreement.

NAME: _____

ADDRESS: _____

SIGNATURE: _____

DATED: _____



APPENDIX B

VERIFICATION

Pursuant to the Confidentiality and Assurances Agreement, dated as of the _____ day of _____, 2017, between New York State Electric & Gas Corporation (NYSEG) and Town of Liberty (LIBERTY) each party provided to the other Confidential Information, as defined in the Agreement, on a confidential basis. The Agreement requires the return of Confidential Information and copies of Confidential Information as well as the destruction of data using in any way the Confidential Information. I hereby certify on behalf of [LIBERTY/NYSEG], as the case may be, that after a reasonably diligent review of our files and records, including individual employee's files and records, [LIBERTY/NYSEG] has returned all Confidential Information and has destroyed all other information in which [LIBERTY/NYSEG] used in any way any Confidential Information, both in accordance with the terms of the Agreement.

NAME: _____

TITLE: _____

DATED: _____

TOWN OF LIBERTY
RESOLUTION #

Determination of SEQRA Type II Activity:

Whereas, the Town of Liberty received an Office for Community Renewal Small Cities Grant (OCR #641PW161-16) in the amount of \$745,299 for Phase 7 improvements within the White Sulphur Springs Water District; and

Whereas, the Town of Liberty must demonstrate compliance with the NYS State Environmental Quality Review Act (SEQRA); and

Whereas, the Town of Liberty has reviewed various activities proposed by the Phase 7 White Sulphur Springs Water Project and concluded that activities consist solely of water main replacement, water service replacement and fire hydrant replacement; and

Whereas, replacement of existing deteriorated public facilities can be classified as a Type II activity and no further review is thus required to comply with SEQRA; and

Now, Therefore, Be It Resolved that the Town of Liberty has determined that the Phase 7 White Sulphur Springs Water Project is a Type II activity for the purposes of SEQRA and no further review is required.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Town of Liberty, in the County of Sullivan, at a meeting thereof held March 20, 2017.

Town Clerk

Town of Liberty Finance Office
120 North Main Street
Liberty, NY 12754
(845) 292-5772
c.gerow@townofliberty.org

DATE: March 20, 2017
TO: Supervisor Barbuti and Town Board Members
FROM: Cheryl Gerow
RE: Parks and Recreation Seasonal Employees

Parks and Recreation will begin interviewing for seasonal employment around April 1, 2017.

Please pass a resolution authorizing the Department to hire the following:

- 18 Day Camp Councilors
- 10 Lifeguards
- 2 Concession Attendants
- 5 Park Attendants
- 1 Temporary Office Clerk
- 1 Sullivan Renaissance Attendant
- 36 Total employees

Town of Liberty Finance Office
120 North Main Street
Liberty, NY 12754
(845) 292-5772
c.gerow@townofliberty.org

DATE: March 20, 2017
TO: Supervisor Barbuti and Town Board Members
FROM: Earl Bertsch/Cheryl Gerow
RE: Computer Information Services Agreement with Village of
Liberty

The Computer Information Service Agreement with the Village of
Liberty expired on October 31, 2016.

Attached is a copy of the current agreement with only the dates being
changed and paragraph 5 "and tax collection" being removed.

Please authorize this Office to send this agreement to the Village for
their approval.

Earl Bertsch

AGREEMENT made as of the ____ day _____ of 2017, by and between the **Town of Liberty**, a municipal corporation, with its offices at the Town of Liberty Government Center, 120 North Main Street, Liberty, New York 12754 (hereinafter the “Town”), and the **Village of Liberty**, a municipal corporation with its offices at the Municipal Building, 167 North Main Street, Liberty, New York 12754 (hereinafter the “Village”).

WITNESSETH

WHEREAS, the Town and Village have had a duly established contractual agreement for computer information processing covering the period November 1, 2016 and termination on October 31, 2021; and

WHEREAS, the parties hereto have agreed to continue and wish to renew this agreement;

NOW, THEREFORE, IN CONSIDERATION OF One or More Dollars (\$1.00+) and the mutual promises herein contained, the parties hereto agree as follows:

1. **TERM.** The Town does hereby agree to furnish to, and the Village does hereby agree to accept, computer information services for a period of five (5) years commencing on November 1, 2016 and terminating on October 31, 2021, unless terminated earlier by either party pursuant to the provisions of paragraph 2 of this agreement.
2. **FEE.** In consideration of the Town furnishing computer information services to the Village, it is agreed that the Village is indebted to the Town in the amount of Eleven Thousand Dollars (\$11,000.00) per annum. Said debt shall be paid in accordance with the attached payment schedule—Addendum 1. In the event of early termination, the

annual rate shall be pro rated on a monthly basis at the rate of Nine Hundred Sixteen and 66/100 Dollars (\$916.66) per month.

3. **PROFESSIONAL SERVICES.** Professional services provided by Town Personnel that is not part of this agreement will be billed on a separate voucher. The amount of each task will be agreed in advance by the Town and Village Officials.

4. **HARDWARE.** The Village will be provided with the use one (1) IBM 4224 Model 01 Printer or comparable hardware. The Town will be sole owner of these devices.

5. **CPU TIME.** For the purposes of payroll, budgetary accounting and utility billing with receivables ~~and tax collection~~, the Village will be provided with unlimited access to a central processor (CPU) at the Town Hall, Monday through Friday, during the hours of 8:00 a.m. to 4:30 p.m. The operation environment is an IBM System AS400.

6. **SOFTWARE.**

6.1 **License.** Application Software to be made available to the Village is Licensed Software currently utilized by the Town and is made available to the Village on an "As Is" basis.

6.2 **Software Modifications.**

(a) Application software modifications to applications referenced under Section 6.2 that may be requested by the Village and that can be accomplished "in-house" will be provided at no additional expense to the Village.

(b) Application software upgrades or enhancements provided to the Town at no additional expense necessary for continued business use will also be afforded to the Village at no additional expense.

(c) Application software upgrades or enhancements requested by the Village and not covered under Section 6.3 a, b will be billed to the Village and provided by the Town computer consultant of record, Applied Logic Corporation, 174 Shore Point Place North, Suite 100, Keizer, Oregon, 97303, at the then prevailing hourly rate.

7. **DATA ENTRY/WORKSTATION.** The Village will be solely responsible for the data entry required for applications defined in this agreement and for the routine workstation operation required for the proper implementation of said applications. See section for service provided by the Town. For payroll processing, see section 12.

8. **SUPPLIES/MATERIALS.** The Village will be solely responsible for the purchasing of necessary computer paper, printer ribbons, continuous forms, checks, bills, labels and other miscellaneous items required for proper implementation of said applications. The Town will be responsible for any storage mediums required for proper backup of application libraries and data files.

9. **EDUCATION/TRAINING.** The Town agrees to provide the services of its Supervisor of Computer Operations as educator and trainer in the use of IBM hardware and in the use of application software as defined in Section 6.2.

10. **SUPERVISION/SUPPORT.** The Town agrees to provide to the Village the services of its Supervisor of Computer Operations for purposes of general supervision and consultation in Village data processing matters as defined in Section 3.

11. **HARDWARE MAINTENANCE.** The Town shall be solely responsible for the maintenance of those hardware devices at Village Hall as described in Section 4 of this agreement.

12. **ADDITIONAL SERVICES.** Services that may be requested by the Village and that are not covered under this agreement shall be subject to further negotiation between the Town and Village and shall be considered an addendum to this agreement.

13. **COMMUNICATION.** All expenses and hardware related to communication of data from the Town to the Village either by cable, fiber optic line or electronically will be the sole responsibility of the Village.

14. **TERMINATION.** Either party may cancel and terminate this agreement at any time prior to the termination date set forth in paragraph 1 above by providing to the other not less than 90 days advance notice, in writing.

15. **AUTHORIZATION.** The signatories to this Agreement, by the execution hereof, warrant and represent that this contract has been duly authorized by proper resolutions of the Board of Trustees of the Village and of the Town Board.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the day and year first above written.

TOWN OF LIBERTY

By: _____
Charlie Barbuti, Supervisor

Attest:

_____ Town Clerk

VILLAGE OF LIBERTY

By: _____
Ronald Stabak, Mayor

Attest:

_____ Clerk-Treasurer

Town and Village of Liberty
Computer Information Systems Agreement

ADDENDUM 1
Payment Schedule

Amount Due:

\$11,000
\$11,000
\$11,000
\$11,000
\$11,000

Payable:

On or about 10/01/17
On or about 10/01/18
On or about 10/01/19
On or about 10/01/20
On or about 10/01/21

NOTE: If contract is terminated by either party, the rate shall be \$916.66 per month based on months of service provided through and including the date such termination becomes effective.