



TOWN OF LIBERTY

N E W Y O R K

TOWN BOARD MEETING

PLACE: SENIOR CITIZEN CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754

DATE: April 7, 2025

TIME: 6:00 P.M. PUBLIC HEARINGS

6:30 P.M. REGULAR MEETING

FRANK DEMAYO, SUPERVISOR

VINCENT MCPHILLIPS, COUNCILMEMBER

LAURIE DUTCHER, TOWN CLERK

JOHN LENNON, COUNCILMEMBER

DEAN FARRAND, COUNCILMEMBER

BRUCE DAVIDSON, COUNCILMEMBER

PLEASE NOTE: ALL ITEMS FOR THE AGENDA MUST BE RECEIVED BY NOON THE WEDNESDAY BEFORE THE MEETING.

PLEDGE OF ALLEGIANCE

6:00 P.M. PUBLIC HEARING – PLANNING BOARD

6:15 P.M. PUBLIC HEARING-FINES

1. Close the Planned Unit Development (PUD) Public Hearing.

CORRESPONDENCE

INCOMING:

1. Correspondence from Sophia Medina opposing the PUD.
2. Correspondence from Luis DeJesus opposing the PUD.
3. Correspondence from Patrick Killian opposing the PUD.
4. Correspondence from Jean Dermer opposing the PUD.
5. Correspondence from David Brittenham & Carolyn Summers opposing the PUD.
6. Correspondence from Claire Mencke opposing the PUD.
7. Correspondence from the Catskill Clean Water Fund (Paul Edelstein) opposing the PUD.
8. Correspondence from Maggie Matullo opposing the PUD.
9. Correspondence from Carolyn Worstell, PP, AICP, on behalf of Liberty Town Matters. opposing the PUD.
10. Correspondence regarding a resolution to grant a tax exemption to eligible Volunteer Firefighters as provided for by Real Property Tax Law.
11. Copy of quarterly expenditure report submitted by the Finance Director.
12. Correspondence from Sabrina Artel opposing the PUD.



TOWN OF LIBERTY

N E W Y O R K

OUTGOING:

AUDIT PRESENTATION- Andrew Arias of Cooper Arias, LLP

NEW BUSINESS

1. Motion adopting Local Law No. 2 of 2025 entitled "A local law amending Section 31-4 of Chapter 31 entitled "Planning Board", as Local Law No. 2 of 2025.
2. Motion adopting Local Law No. 3 of 2025 entitled "A local law amending the Code with respect to the imposition of fines", as Local Law No. 3 of 2025.
3. Motion approving the NYMIR Insurance proposal at a cost of \$223,635.21, an increase of approximately 4% from 2024.
4. Motion approving the following minutes as submitted by the Town Clerk:
 - Worksession Mtg. 1/30/25
 - Monthly Worksession Mtg. 2/3/25
 - Scoring Summary RFQ's 2/19/25
 - Reg. Mtg. 3/17/25
5. Motion authorizing the Finance Director to proceed with setting up "Stripe" to process credit cards through OpenGov and authorization to manage the account.
6. Motion authorizing the Supervisor to execute the Generator Maintenance Contract with Stark Tech Services, LLC., in the amount of \$7,967.20.
7. Motion authorizing the relocation of the White Sulphur Springs Christmas Lights Service by Eastern Electrical Contracting in the amount of \$620.00.
8. Motion requesting an adjustment on Leisah Swenson's Ferndale water bill in the amount of \$1,228.50.
9. Set stone bid for 4/24/25 at 11:00 a.m. at the Town Clerk's Office, 120 North Main Street, Liberty, NY.
10. Motion acknowledging that the required examination and/or audit was done on the Justice Court's records for the year 2025.
11. Motion approving voucher for Empire State Development for 1% of the grant amount and reimbursement of out-of-pocket public hearing –related expenses in the amount of \$173.24, for a total of \$11, 673.24.
12. Motion accepting bid from TAM Enterprises, Inc. for Sludge Disposal Services at a cost of .21 per gallon for Liquid Sludge Disposal and \$225. per gallon of Dewatered Sludge Disposal.
13. A Resolution Authorizing The Lease of a Temporary Sludge Dewatering Press for the Swan Lake Sewer District, At maximum estimated cost Of \$101,750.00,and payment therefor



TOWN OF LIBERTY

N E W Y O R K

by the expenditure of the sum of \$101,750.00 From The Swan Lake Sewer District Capital Reserve Fund.

14. Motion accepting proposal from Koester Associates, Inc. in the amount of \$14,386.25 for the repair of the Loomis Wastewater Treatment Plant Clarifier repair.

DISCUSSION

1. Agreement with Fusco Engineering for Pavilion.
2. Request to amend Sewer Agreement – Mountain View Meadows MHP.

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out
3. Solar
4. Update of Comprehensive Plan

IN PROGRESS

1. Converting and moving the Building Department and the Assessor's Office to the Park & Recreation Building.
2. Delaware Town/Village Water Sewer Study
3. Walnut Mt. Pavilion

PUBLIC PARTICIPATION

BOARD DISCUSSION

ADJOURN

**TOWN OF LIBERTY
PUBLIC NOTICE OF ADOPTION OF RESOLUTION
SUBJECT TO PERMISSIVE REFERENDUM**

PLEASE TAKE NOTICE that the Town Board of the Town of Liberty, in the County of Sullivan, State of New York, on April 7, 2025, duly adopted a resolution entitled:

A RESOLUTION AUTHORIZING THE LEASE OF A TEMPORARY SLUDGE DEWATERING PRESS FOR THE SWAN LAKE SEWER DISTRICT, AT MAXIMUM ESTIMATED COST OF \$101,750.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$101,750.00 FROM THE SWAN LAKE SEWER DISTRICT CAPITAL RESERVE FUND.

The resolution authorizes lease of a Temporary Sludge Dewatering Press for the Swan Lake Sewer District for the Swan Lake Sewer District, at a maximum estimated cost of \$101,750.00, and the expenditure of the sum of \$101,750.00 from the Swan Lake Sewer District Capital Reserve Fund to pay such maximum estimated cost. The matter has been determined to be Type II Action in accordance with 6 NYCRR §617.5(c)(1), (2), (31) and (32) of the regulations promulgated pursuant to the State Environmental Quality Review Act.

The resolution was adopted subject to permissive referendum.

The resolution shall take effect 30 days after its adoption unless within that time a petition is filed with the Town Clerk of the Town of Liberty requesting that the resolution be submitted to the qualified electors of the Town for their approval or disapproval in accordance with Section 91 of the Town Law of the State of New York.

Dated: April 8, 2025

HON. LAURIE DUTCHER, Town Clerk
Town of Liberty

TOWN OF LIBERTY
NOTICE OF PUBLIC HEARING ON PROPOSED LOCAL LAW

PLEASE TAKE NOTICE that there has been introduced before the Town Board of the Town of Liberty in the County of Sullivan and State of New York, introductory Local Law No. 2 of the Year 2025, entitled “A local law amending Section 31-4 of Chapter 31 entitled “Planning Board” of the Code of the Town of Liberty, Sullivan County, New York.” The proposed local law revises the provisions governing training and attendance requirements for members of the Planning Board so that the Town Board may by resolution establish and change such requirements from time-to-time.

The local law has been classified as a Type II Action pursuant to the regulations promulgated under the State Environmental Quality Review Act for which no environmental review is required.

A copy of the aforesaid local law is on file with the Town Clerk of the Town of Liberty, New York, where the same may be examined.

PLEASE TAKE FURTHER NOTICE that, pursuant to §20 of the Municipal Home Rule Law, a public hearing will be held on the aforesaid local law before the Town Board of the Town of Liberty, at the Liberty Senior Center, 119 North Main Street, Liberty, New York, at 6:00 p.m. prevailing time, on April 7, 2025, at which time all interested persons will be heard.

Dated: March 18, 2025

HON. LAURIE DUTCHER, Town Clerk

TOWN OF LIBERTY
NOTICE OF PUBLIC HEARING ON PROPOSED LOCAL LAW

PLEASE TAKE NOTICE that there has been introduced before the Town Board of the Town of Liberty in the County of Sullivan and State of New York, introductory Local Law No. 3 of the Year 2025, entitled “A local law amending the Code of the Town of Liberty, Sullivan County, New York with respect to the imposition of fines.” The proposed local law replaces all specific fine amounts set forth in the Code of the Town of Liberty so that the Town Board may by resolution establish and change the amounts of such fines from time-to-time.

The local law has been classified as a Type II Action pursuant to the regulations promulgated under the State Environmental Quality Review Act for which no environmental review is required.

A copy of the aforesaid local law is on file with the Town Clerk of the Town of Liberty, New York, where the same may be examined.

PLEASE TAKE FURTHER NOTICE that, pursuant to §20 of the Municipal Home Rule Law, a public hearing will be held on the aforesaid local law before the Town Board of the Town of Liberty, at the Liberty Senior Center, 119 North Main Street, Liberty, New York, at 6:15 p.m. prevailing time, on April 7, 2025, at which time all interested persons will be heard.

Dated: March 18, 2025

HON. LAURIE DUTCHER, Town Clerk

Town of Liberty

December 31, 2024

PRESENTED BY

ANDREW J. ARIAS, CPA, CRFAC



Town of Liberty

Town-wide Fund Activity

✓ General A Fund

- ✓ Total fund balance increased \$188,000 (similar to prior year)
 - ✓ Planned net decrease of \$298,000 through the budget process
 - ✓ Outperformed the budget by \$486,000 (14% of revised budget)
 - ✓ Mortgage Tax revenue \$133,000 over budget
 - ✓ Interest Income \$143,000 over budget
 - ✓ Health Insurance expense \$73,000 under budget
 - ✓ Other smaller variances spread out over multiple account codes
 - ✓ See page 45 of Report for breakdown of activity by function

Town of Liberty

Town-wide Fund Activity

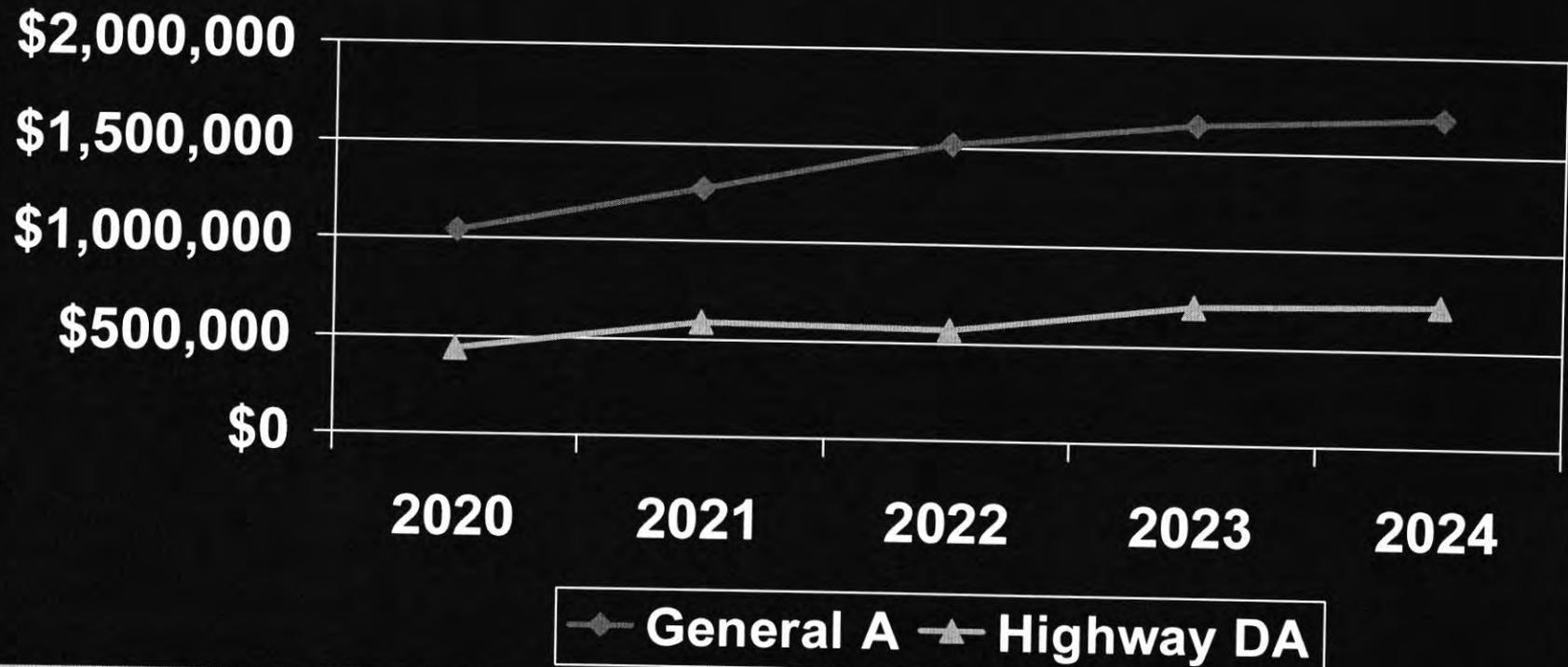
✓ Highway DA Fund

- ✓ Total fund balance increased \$131,000 (similar to prior year)
 - ✓ Planned net decrease of \$85,000 through the budget process
 - ✓ Outperformed the budget by \$216,000 (13% of revised budget)
 - ✓ Interest Income \$43,000 over budget
 - ✓ Snow Removal expenses \$59,000 under budget
 - ✓ Bridge repair expenses \$58,000 under budget – Amount carried forward as an encumbrance for future years
 - ✓ Health Insurance expenses \$39,000 under budget
 - ✓ See page 46 of Report for breakdown of activity by function

Town of Liberty

Fund Balance Trends

Townwide Unassigned/Unappropriated Fund Balances



Town of Liberty

Town Outside Fund Activity

✓ General B Fund

✓ Total fund balance increased \$116,000

✓ Planned decrease of \$115,000 through the budget process

✓ Outperformed the budget by \$231,000 (38% of revised budget)

✓ Building permit revenues \$85,000 over budget

✓ Interest Income \$29,000 over budget

✓ Legal Fees \$62,000 under budget

✓ Judgments and Claims \$39,000 under budget

✓ See page 67 of Report for breakdown of activity by function

Town of Liberty

Town Outside Fund Activity

✓ Highway DB Fund

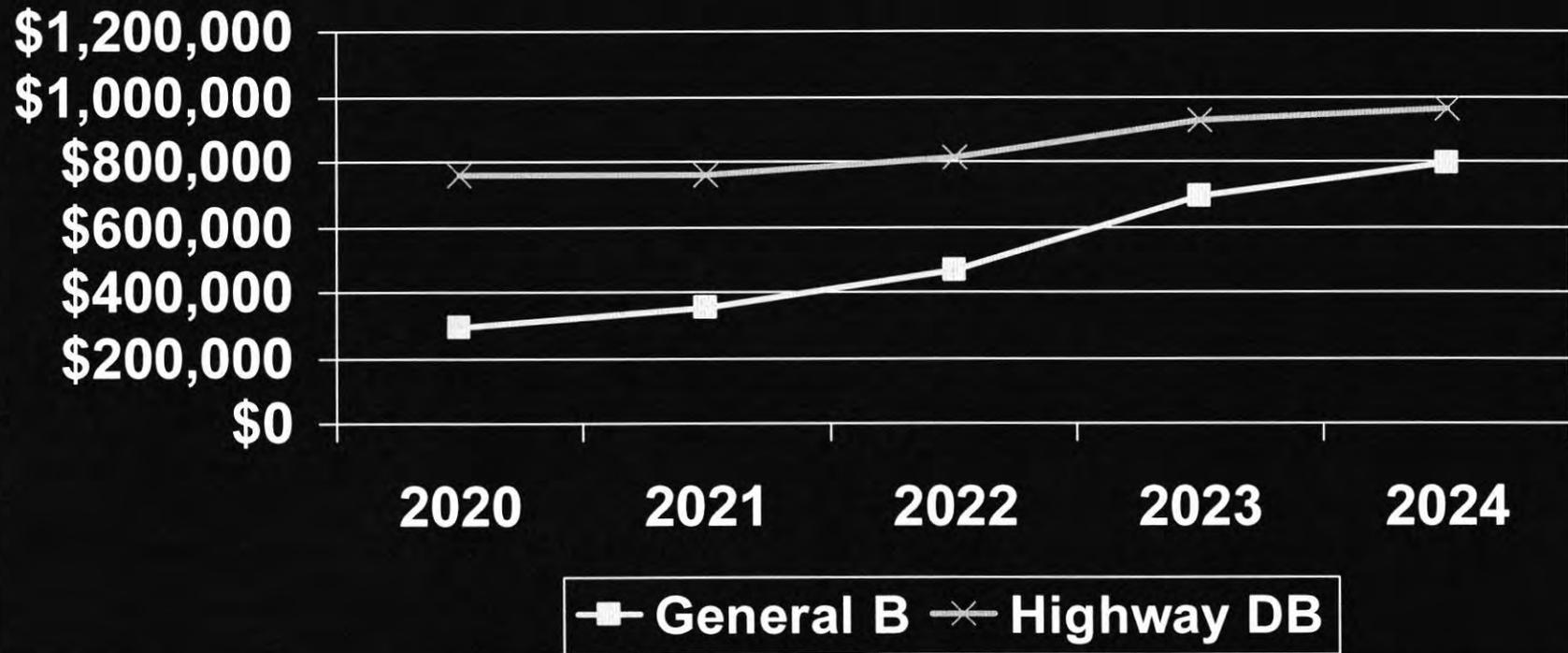
✓ Total fund balance decreased \$5,000

- ✓ Planned net decrease of \$133,000 through the budget process
- ✓ Outperformed the budget by \$128,000 (6% of revised budget)
- ✓ Interest Income \$14,000 over budget
- ✓ Road Maintenance expenses \$72,000 under budget
- ✓ Health Insurance expenses \$34,000 under budget
- ✓ See page 47 of Report for breakdown of activity by function

Town of Liberty

Fund Balance Trends

Town Outside Unappropriated Fund Balances



Town of Liberty

Fund Balances

Fund	Reserved Fund Balance	Unassigned/ Unappropriated Fund Balance	% of subsequent year's Budget	2023	2022
General A	522,129	1,685,376	51%	52%	52%
Highway DA	274,050	726,255	42%	43%	36%
General B	0	795,684	129%	116%	91%
Highway DB	14,000	959,502	48%	48%	44%

Town of Liberty

Water Districts

District	Reserves	Unappropriated Fund Balance	% of subsequent year's Budget	2023	2022
Loomis	71,857	115,998	101%	101%	99%
Ferndale	908,071	367,817	67%	65%	63%
Stevensville	70,609	318,723	49%	44%	53%
WSS	52,446	307,194	312%	276%	246%
Indian Lake	0	65,617	303%	285%	274%
Cold Spring	0	45,289	142%	133%	123%
Route 55	99,107	176,536	151%	129%	144%

Town of Liberty

Sewer Districts

District	Reserves	Unappropriated Fund Balance	% of subsequent year's Budget	2023	2022
Loomis	112,499	41,458	21%	21%	21%
Swan Lake-Briscoe Road	1,271,023	1,263,965	171%	166%	153%
Youngshill	0	12,213	35%	42%	46%
Infirmary Road	179,236	82,430	40%	53%	44%
W & S Operational	195,250	16,000	N/A	N/A	N/A

Town of Liberty

- ✓ Healthy fund balances in all Funds
- ✓ Determine comfortable fund balance levels for each Fund
 - ✓ State Comptroller considers 10-20% of budgeted expenses as a reasonable unassigned/unappropriated fund balance level
 - ✓ Consider availability of reserves for unexpected expenses when determining fund balance levels
- ✓ \$250,000 in Sullivan Renaissance awards received in General A Fund still available to be spent in future years
 - ✓ Amount is reported as a liability so it is in addition to available fund balance
- ✓ Monitor budgets in Funds that significantly outperform the budget and/or have high fund balances

Town of Liberty

Reserves

- ✓ Total of \$536,000 added to reserves in 2024
 - ✓ \$140,000 added to the Swan Lake Sewer Reserve
 - ✓ Balance of \$1.26 million at December 31, 2024
 - ✓ \$128,500 added to Ferndale Water Reserve
 - ✓ Balance of \$908,000 at December 31, 2024
 - ✓ \$130,900 added to Highway Machinery Reserve
 - ✓ Balance of \$260,000 at December 31, 2024
- ✓ \$76,000 expended from various reserves in 2024
 - ✓ All expenses Board approved subject to Permissive Referendum
- ✓ \$133,000 in interest earned on reserves

Town of Liberty

Reserves

Fund/District	2024	2023	2022	2021	2020
General A	522,129	489,672	493,406	472,745	496,588
General B	-	-	-	-	-
Highway DA	274,050	136,104	226,268	47,764	46,703
Highway DB	14,000	13,000	12,000	11,000	10,000
Loomis Sewer	112,499	97,405	205,371	185,751	165,627
Swan Lake-Briscoe Sewer	1,271,023	1,117,500	1,007,663	866,273	714,903
Youngshill Sewer	-	-	-	-	-
Infirmary Road Sewer	179,236	157,210	136,896	121,057	105,837

Town of Liberty

Reserves

Fund/District	2024	2023	2022	2021	2020
Loomis Water	71,857	57,797	44,550	40,903	28,829
Ferndale Water	908,071	746,698	594,863	463,083	333,907
Stevensville Water	70,609	103,760	97,163	97,935	72,823
WSS Water	52,446	48,462	45,039	42,772	40,693
Indian Lake Water	-	-	-	-	-
Cold Spring Water	-	-	-	-	-
Route 55 Water	99,107	80,662	62,971	47,781	32,695
Water & Sewer Operational	195,250	127,758	140,828	148,822	129,429

Town of Liberty

- ✓ Tests of internal controls over major transaction classes
 - ✓ Disbursements
 - ✓ Receipts
 - ✓ Payroll
 - ✓ Procurement

- ✓ Items tested include
 - ✓ Proper approvals on vouchers
 - ✓ Board approval of all disbursements
 - ✓ Timesheets and payroll certification
 - ✓ Verbal/written quotes obtained when required
 - ✓ Items bid when required
 - ✓ 2nd review of bank reconciliations
 - ✓ Accuracy of postings to general ledger
 - ✓ Tax Collector activity
 - ✓ Justice Court activity

Town of Liberty

- ✓ No major internal control or compliance issues noted
 - ✓ No written comments in the Management Letter
 - ✓ Prior year written comment related to incorrect sewer billings was corrected in current year
 - ✓ Minor issues discussed verbally with appropriate personnel

- ✓ Auditor's Opinion on financial statements
 - ✓ Retiree health insurance liability excluded from the full accrual financial statements
 - ✓ Qualified opinion on governmental activities (Full accrual statements)
 - ✓ Unmodified opinion on the fund financial statements

From: Sophia Medina <sophiamedina@gmail.com>
Sent: Tuesday, March 25, 2025 11:12 AM
To: l.dutcher@townofliberty.org <l.dutcher@townofliberty.org>
Subject: NO- Liberty PUD Law

RECEIVED
MAR 25 2025
TOWN OF LIBERTY
TOWN CLERK'S OFFICE

To whom it may concern,

My name is Sophia Medina, I am a full time resident of Sullivan County, and a member of the Liberty community.

Do not enact the PUD law for the Town of Liberty. The problem with the PUD as planned by Liberty is that it gives free reign for development to be built in the middle of nowhere, in any zone including rural and agricultural conservation districts. It allows a developer to pay a small fee per unit to increase the density of the development over what is allowed by the calculations in the law. It allows a developer to leave no open space on a parcel of developed land and instead offer another parcel of property anywhere to keep vacant as an offset to the density of the PUD development.

The residents of this county **do not want this**. We will never want this, so it is your job to listen to the residents and eliminate the PUD in its entirety from the town's zoning law.

Sophia Medina

From: Luis DeJesus <luis.dejesus12@gmail.com>
Sent: Tuesday, March 25, 2025 11:05 AM
To: l.dutcher townofliberty.org <l.dutcher@townofliberty.org>
Subject: NO PUD PLEASE!

RECEIVED
MAR 25 2025
TOWN OF LIBERTY
TOWN CLERK'S OFFICE

I am from Carefree Acres and my family and love the peace and quite of the rural area, woodsy view, and beautiful lakes.

This is the reason why we love this area and joined your beautiful community.

RECEIVED
MAR 26 2025
TOWN OF LIBERTY
TOWN CLERK'S OFFICE

Patrick Killian
59 Benton Hollow Rd.
Liberty, NY 12754
8454284136
patsagventure@gmail.com

Laurie Dutcher
Town of Liberty Clerk
Main St.
Liberty, New York 12754
03/25/2025

Good Afternoon Laurie,

I am writing to request that my comments be put on the agenda for the PUD Law review. Being an area farmer, lifelong resident, business person and past planning board member, I strongly oppose the concept of "floating districts". Why do we have zoning laws, if these reckless districts' are allowed? These are the potential problems I envision;

Uncertainty for Residents: Since floating zones are not tied to specific locations until approved, they can create unpredictability for residents and property owners.

Favoring Developers: Critics argue that floating zones may prioritize private development interests over public welfare, potentially leading to imbalanced growth.

Complex Approval Process: The application and approval process for floating zones often require detailed plans, studies, and public reviews, which can be time-consuming and costly.

Impact on Community Trust: The flexibility of floating zones might undermine the predictability of zoning maps, leading to concerns about transparency and fairness.

Potential for Misuse: Without clear guidelines, floating zones could be used to bypass traditional zoning restrictions, raising concerns about accountability.

Zoning laws are hard enough to follow, be it because of a lack of understanding of the zoning project, the laws, or all the planning or zoning board members not going to the site to investigate, and deciding what is best for the community and trying to anticipate the effects of the project, to the neighbors, fish and fauna, and the environment. Further, this will take a dedicated zoning specialist to go to the sites to make sure all requirements are being followed by the developer, per the Board's recommendations.

I am also worried about water supplies and aquifers. I am a vegetable farmer, and my water supply is gold, and a crucial part of the operation. What will happen if a

development is placed near my farm, and, not to mention, I am in an agricultural district, and my supply is ruined? Who will pay the price? The developer, the Town of Liberty, for letting this happen, or me? By having to close my operation, I worked so hard to build, and that feeds people.

I strongly suggest that the zoning laws remain as they are. If change is needed, do it slowly and steadily, plus prohibit floating developments from plopping themselves, recklessly upon us.

“Floating districts” will wreak havoc in our community. Please do not let this happen, other solutions exist. Thank you!

Sincerely,

Patrick Killian

March 7, 2025

From: Jean Dermer
Associate Broker, Barbanti Real Estate,
Board Member, Greater Liberty Chamber of Commerce
Business Owner, Liberty Blooms Florist
Property Owner at 204 Denman Rd., Liberty, NY 12754
Jdermer1@hvc.rr.com
845-796-8946

RECEIVED
MAR 25 2025
TOWN OF LIBERTY
TOWN CLERK'S OFFICE

Supervisor DeMayo, Town Council Members McPhillips, Lennon, Davidson & Farrand
Town of Liberty Town Board
120 N Main Street
Liberty, NY 12754

Subject: Strong Opposition to Proposed Planned Unit Development (PUD) in Liberty, NY

Dear Supervisor DeMayo, Town Council Members McPhillips, Lennon, Davidson & Ferrand,

I am writing to formally oppose the proposed Planned Unit Development (PUD) Law in Liberty, NY. This type of high-density development is incompatible with our town's rural character and existing infrastructure. PUDs were originally designed to achieve better land planning, to reduce urban sprawl and preserve open space in urban and suburban areas. Ironically, the proposed PUD Law promotes just the opposite by allowing urbanization into our rural landscape. This type of development in Liberty is reckless and simply not appropriate. It would have lasting negative consequences.

Incidentally, when the PUD law was last on the agenda, it brought to light the need for review of Liberty's current comprehensive plan. To date, the comprehensive plan review is not complete. So, my question is why would the PUD Law be on the table at the present time? Why now? Why before the comp plan review is completed.

Key Concerns:

1. Loss of Open Space, Forests & Farmland – Liberty is known for its scenic landscapes, open land, pristine lakes and rivers, and agricultural heritage. A PUD would permanently replace these with dense housing, erasing the rural charm that makes our town special and endanger our natural resources and wildlife.
2. Strain on Infrastructure – Liberty's infrastructure is designed for lower-density living. It does not have the roads, water supply, sewer systems, or emergency services needed to support a high-density development. The costs of upgrading these services will fall on taxpayers (as we have already seen), while developers walk away with profits.
3. Strain on Electric Grid Due to Increased Power Demand - Liberty's rural power grid was built to support low-density residential and agricultural use, not the high energy demands of dense development. A PUD could lead to brownouts, voltage drops, or even outages as demand surpasses the grid's capacity. Upgrading substations, transformers, and distribution lines to accommodate a large-scale development is expensive. These costs will once again, fall on local taxpayers and utility customers, not the developers profiting from the project. Additionally, Liberty, being a rural area already faces longer restoration times after storms or equipment failures due to fewer backup systems and

longer distances between service points. A PUD would increase strain, making the system more vulnerable to power disruptions. Increased power demand could mean a heavier reliance on fossil fuels or expensive infrastructure expansions, which could raise already astronomical energy costs for all residents even higher.

4. Traffic & Safety Issues – Our roads are designed for a rural community, not for a surge in population and traffic congestion. Increased vehicles will strain our infrastructure, leading to more accidents, even higher insurance, delays, and higher maintenance costs.

5. Overburdening Public Services – Schools, healthcare facilities, and emergency responders are already operating far above their capacity. A sudden population increase from a PUD could overwhelm these essential services, reducing quality of life for existing residents. The SAME residents that voted for you and your positions and entrusted you to look out for their best interests and the well-being of their community.

6. Environmental Harm – This development would bring increased stormwater runoff, deforestation, and pollution, affecting local ecosystems and potentially contaminating our water supply, our lakes and our rivers.

7. Threat to the Water Aquifer & Water Supply – The Town of Liberty relies on groundwater and well systems that are not designed to support high-density development. A PUD would dramatically increase water consumption, putting a strain on the aquifer and lowering water levels for existing residents which we have already experienced. Farms and businesses are at also at great risk. Over-pumping can lead to drier wells, reduced water pressure, and long-term depletion of this critical resource. Additionally, increased development often leads to stormwater runoff contamination, which could introduce pollutants into our groundwater, threatening drinking water quality. Water is a finite resource. Once the aquifer is depleted or polluted, the effects will be catastrophic.

8. Bypassing Zoning Protections – A PUD in this case is nothing more than a loophole for developers to override Liberty's zoning laws. These laws were put in place to protect our town from inappropriate development. Approving this PUD would set a dangerous precedent, making it easier for future large-scale projects to ignore existing regulations.

9. Irreversible Change to Liberty's Rural Identity – Liberty's appeal lies in its small-town charm, open spaces, and strong community values. A PUD would invite suburban sprawl, altering Liberty's identity forever.

Request for Action:

I urge the Town Board to reject the PUD Law in entirety and uphold Liberty's zoning laws as they were intended—to support responsible, well-planned growth that aligns with our community's values. Development should adhere to existing zoning regulations and respect Liberty's rural character.

The Town of Liberty residents deserve more from their elected officials. Please make decisions based on what is best for this community and for its future, as opposed to rash decisions for quick income from increased rateables. Consider the impact and sustainability of your decisions first.

Please add this letter to the official record, and I request to be notified of any public hearings or decisions regarding this proposal.

Sincerely,
Jean Dermer

David Brittenham and Carolyn Summers
106 Bradley Road
Liberty, NY 12754
concernedlibertytaxpayers@gmail.com

RECEIVED
MAR 31 2025
TOWN OF LIBERTY
TOWN CLERK'S OFFICE

March 28, 2025

Liberty Town Board
120 Main Street
Liberty, NY 12754
supervisordemayo@townofliberty.org
l.dutcher@townofliberty.org

By Mail and Email

Supervisor DeMayo and Board Members:

Re: Liberty PUD Law Revisions

We are Town of Liberty taxpayers. We strongly oppose the proposed revisions to the Town law governing planned unit developments (PUDs). At a minimum, (1) the current PUD moratorium should continue until the Liberty Comprehensive Plan review has been completed and the plan has been updated, and (2) as part of that review, the PUD law should be reevaluated concerning whether it has any appropriate ongoing role in Liberty zoning and planning decisions. We support repealing the PUD law in its entirety.

We question the timing and seeming urgency with which some members of the Town Board appear to want to implement revisions to the PUD law, prior to the review and update of the Liberty Comprehensive Plan. We can only conclude that their motive is to allow one or more likely PUD applications to proceed in the near term, without waiting for a comprehensive planning process to be completed.

We note in particular that the Lake Hills Estates PUD proposal, narrowly defeated by a 3-2 Town Board vote in 2023, resurfaced a second time last year – essentially unchanged in concept, scale and potential adverse community impact – by way of a request from the developer to change the zoning for the property. The Town Board appropriately declined that request. However, we believe it is reasonable to question whether the current impetus to revise the PUD law stems, in whole or in part, from a desire to give the Lake Hills Estates developer a third bite at the apple – under a revised PUD law that loosens and lowers the requirements and gives the Town Board greater discretion to approve a PUD proposal, and thereby circumvent zoning and planning protections.

We believe that the proposed PUD law revisions would give the Town Board far too much discretion in deciding whether to override zoning and planning protections in favor of a PUD proposal. Among other things, we believe that the proposed PUD law would make it easier for a developer to exert political pressure on elected officials to exercise their discretion to approve a PUD application and circumvent otherwise applicable zoning and planning protections – protections that Liberty residents and landowners have relied on in deciding to make their homes and investments in the Town. The

existing PUD law, while far from perfect, at least has some guardrails. The proposed PUD law would remove guardrails in favor of Town Board discretion. A tool that could completely gut the Town's zoning and planning protections should be subject to greater limitations, not fewer.

As of the date of this letter, the Town has still not provided to the public a copy of the proposed PUD law clearly marked, line by line, to show the proposed changes from the current law – much less a clear, plain English explanation of the changes – notwithstanding that Town Board members have undoubtedly received this same information. We believe that the Town Board's continuing failure to make this information available is, at a minimum, a dereliction of its responsibilities to its constituents. Further, that failure could reasonably be viewed as an attempt by the proponents of the proposed revisions to obscure the magnitude of the proposed changes – for fear that, once the public fully understands the revisions, they would resist them even more strongly than they have to date.

Our specific comments about the current PUD law and the proposed PUD law revisions follow.

(1) General. Neither the current PUD law nor the proposed PUD law contains any limitation on where a PUD district can be located within the Town. As the County's GML-239 letter points out, the current Comprehensive Plan states that "Residents and local officials recognize that it makes most sense for development to occur near the existing hubs, the Village and hamlets, in order to conserve open space and natural resources; and to minimize government expenses by utilizing existing infrastructure." The County goes on to observe that "Allowing PUD's throughout the Town undermines the ability to significantly focus development towards the existing hubs."

Comment: At a minimum, a PUD should not be permitted that would include any area or parcel that is zoned Agricultural Conservation (AC), and there should be a heavy presumption against a PUD that would include any area or parcel that is zoned Rural Development (RD). The Sullivan County Farmland Protection Board states a similar view in the County's GML-239 letter. We note that New York State Agricultural Districts 1 and 4 include significant portions of the Town of Liberty.

(2) Section 147-23(A). Our comments are set out below each quoted provision of the Code.

The current PUD law provides: "The flexibility granted to projects in a PUD District comes with a commitment to include features beneficial to the **entire** community, **features not normally required of traditional developments.**" (emphasis added)

The proposed PUD law waters down the required commitment to the point of being meaningless: "The flexibility granted to projects in a PUD District comes with a commitment to include features beneficial to the **local** community, **such as but not limited to open space and parkland, public recreation, and public infrastructure.**" (emphasis added)

Comment: The changes in the proposed PUD law should be rejected in their entirety.

Comment: Why was "entire community" changed to "local community"? Are the proponents of the PUD law revisions suggesting that features that only benefit the PUD development community itself would meet this requirement? That would make a mockery of the Town's zoning and planning protections.

- The County’s GML-239 letter appears to interpret the change that way; it observes that “community assets are not always public assets” and questions whether “a density bonus for a private amenity should be the same as a density bonus for a publicly accessible amenity, as the benefits to the greater community are not the same.” We believe that there should be no density bonus for a private amenity that is not publicly accessible.

Comment: Why was the requirement deleted that the PUD provide “features not normally required of traditional developments”? Features such as “open space and parkland, public recreation, and public infrastructure” are typical of traditional developments, which must comply with applicable zoning and planning protections. In order to circumvent those protections, a PUD developer should be required to provide substantially more.

- We note that the “green space” supposedly provided under the 2023 Lake Hills Estates PUD proposal would have been within the confines of a gated community, not accessible by the public. And in any event, any green space would not be a feature “not normally required of traditional developments” that would meet the existing PUD law requirement.

Comment: We again question whether the proponents of the PUD law revisions are watering down this requirement to make it easier to meet for one or more likely near-term PUD applications, such as a renewed Lake Hills Estates PUD proposal.

The proposed PUD law adds the following statement: “The creation of each PUD district is unique onto itself, so the specific requirements of each PUD will likely be different depending upon the application.”

Comment: While a particular PUD may be individually evaluated, that is true of every project presented for zoning and planning review. All PUDs should meet the same specific requirements. This statement seems designed to provide cover for the Town Board to exercise discretion to approve divergences in individual cases. It should be deleted in its entirety.

Both the current and proposed PUD laws provide: “The discretion of the Town Board regarding density of use, or even as to whether to approve or deny a PUD application, shall be absolute.”

Comment: The Town Board’s discretion to increase density of use over what is provided under otherwise applicable zoning provisions, and its discretion to approve a PUD application, should be subject to meeting specific requirements and objective criteria, and should not be absolute. Only the Town Board’s discretion to deny a proposed increase in density of use, or to deny a PUD application, should be absolute.

Comment: The PUD law should require the Town Board to deny a PUD application unless the benefits to the public are clear, substantial and verifiable, and clearly and substantially outweigh the adverse impacts. The PUD law should require that the PUD developer legally commit to provide those agreed benefits, if they exist, before the Town Board were to consider whether to approve the PUD application. Further, the PUD law should require that any adverse impacts be minimal.

Both the current and proposed PUD laws provide: “The purpose of a planned unit development (PUD) district is to foster excellence in neighborhood design and further the goals and objectives of the Town of Liberty Comprehensive Plan.”

Comment: The PUD law should expressly require the Town Board to state in detail, at the outset of the process, the specific ways in which the PUD proposal under consideration would “foster excellence in neighborhood design and further the goals and objectives” of the Comprehensive Plan. If the Town Board is unable to make such a finding, the PUD application should not proceed further.

Comment: We note the difficulty the Town Board would have in making this determination while the Comprehensive Plan is in the process of being reviewed and updated – a further reason for continuing the PUD moratorium until the comprehensive planning process has been completed.

Both the current and proposed PUD laws provide: “Achieving such objectives requires in-depth scrutiny by both the Town Board and Town Planning Board during the development of the PUD proposal. Therefore, more information is required about the project than would be required if development were being pursued under conventional zoning.”

Comment: The PUD law should require the Town Board to state in detail, at the outset of the process, (1) what specific additional information the Town Board is requiring to be provided about the PUD proposal, as a condition to considering whether to proceed with the PUD application, and (2) how that information will assist the Town Board’s and Planning Board’s scrutiny of the PUD proposal. And that information should be provided to and reviewed by the Town Board, before it determines whether or not to proceed with the PUD application.

The proposed PUD law adds an additional lengthy paragraph to this Code provision, lauding the benefits of a PUD: “A PUD District created by a floating zone brings inherent differences with the requirements of the underlying zoning district. PUDs provide the town with an opportunity to utilize the unique characteristics of a parcel of land in ways that benefit the community, make efficient use of land, and provide an alternative to sprawl development. Because land is used more efficiently in a PUD, improved environmental quality can often be produced with a greater land use intensity and/or number of dwelling units per gross building area than typically permitted in the underlying zoning district. The PUD enabling statute (NYS Town Law § 261-c.) affords great flexibility and creativity in land development and therefore is an important land-use tool for many towns.”

Comment: This paragraph suggests that the proposed PUD law would “provide an alternative to sprawl development,” as if the Town’s existing zoning is not sufficient to address that concern. This paragraph is a self-serving PUD advertisement, obviously taken from some PUD model boilerplate, and does nothing other than encourage PUD developers. It adds nothing to the substance of the law, and should be deleted in its entirety.

(3) Section 147-23(D)(1). Our comments are set out below each quoted provision of the Code.

The current PUD law provides: “Maximum density shall be based upon the degree to which the planned unit development preserves significant natural features and open space (i.e., wetlands, waterways and steep slopes) and provides recreational amenities (i.e., active and passive recreational facilities, including nature trails, bicycle paths, sitting areas, parks and playgrounds).”

The proposed PUD law provides: “Maximum density shall be based upon the degree to which the planned unit development preserves significant natural features and open space (i.e., wetlands, waterways and steep slopes); provides recreational amenities (i.e., active and passive recreational facilities, including nature trails, bicycle paths, sitting areas, parks and playgrounds); and reflects the Development Standards and Guidelines (in G. below).”

Comment: The PUD law should expressly provide that density will depend on the degree to which significant natural features and open space and recreational amenities are publicly accessible. Private amenities should get no density credit under the PUD law.

Comment: We note that the 2023 Lake Hills Estates PUD proposal was for a gated community not open to the public, and did not provide any of the required preservation space or recreational amenities to benefit anyone other than gated community members. The Town Board should be required to deny such a PUD application at the outset of the process, without discussion.

(4) Section 147-23(D). Our comments are set out below each quoted provision of the Code.

Both the current and proposed PUD laws provide that “creative integration of open space and recreational amenities into the PUD design is **required**. Connections to surrounding parks and open space through a coordinated trail system **shall be made** to the maximum extent practicable.” (emphasis added)

Comment: The PUD law should be strengthened to require that the required open space and recreational amenities be publicly accessible. A gated community, walled off from the public, is the antithesis and should not be a permitted PUD.

Section D(2) of the proposed PUD law provides: “A minimum of 15% open space or parkland, or a combination thereof, must be provided.”

Comment: The minimum should be 25%, and only publicly accessible open space should count toward the minimum.

Section D(3) of the proposed PUD law provides: “Cash in lieu of parkland If it is determined due to site constraints that the required open space or parkland cannot be provided within the proposed development site; and if the Planning Board and the Town Board have each made a written finding that a proper case exists for requiring that a park or parks or open space be suitably located for playgrounds or other recreational or open space purposes within the town, the Planning Board may require a sum of money in lieu thereof, in an amount to be established by the Town Board. Proceeds will be deposited into a recreation fund for community park and recreation facility improvements.”

Comment: A PUD developer should not be allowed to buy its way out of providing open space or parkland within the development site, particularly if the payment is an undefined cash

amount determined by the Town Board without any guidance on its calculation. This provision gives the Town Board far too much discretion, and should be deleted from the proposed PUD law in its entirety.

Section D(4) of the proposed PUD law provides: “Increased density for offsite preserved open space, [or] community recreation amenities, or public infrastructure. If the required Preserved Open Space and/or Community Recreation Amenities exceeds 50% in the proposed PUD development, and the applicant proposes to dedicate additional offsite Preserved Open Space, [and/or] Community Recreation Amenities, or public infrastructure, the Town Board may approve an increase in density in the PUD development not to exceed a density multiplier of 1.75. Any such approval shall be accompanied by a written findings statement, and with input from the Planning Board.” (Bracketed wording shown with strike-throughs in original.)

Comment: No credit should be given for offsite, non-contiguous open space, community amenities or public infrastructure. Giving credit for non-contiguous features would be too subjective and make it too easy to circumvent zoning and planning protections. In addition, any public infrastructure necessary for the PUD should simply be a condition to PUD approval, and should not used as a basis for increasing its permitted density.

Comment: We note that the 2023 Lake Hills Estates PUD proposal attempted to take credit for conserving a non-contiguous parcel, as did that developer’s subsequent 2024 rezoning attempt. We believe that the parcel in question is essentially non-buildable, and impractical for public access, and the developer’s conservation proposal accordingly was essentially meaningless – yet the Town Board was willing to take the proposal seriously.

- The County’s GML-239 letter recommends that “areas that are considered undevelopable, such as steep slopes, waterbodies, wetlands and flood plains be included as subtracted areas from density calculations.”

We agree with that recommendation; it makes so much sense that we wonder why the Town didn’t include it at the outset in the proposed PUD law revisions.

Comment: We think it is reasonable to question whether the proposed density credit, for offsite features, is in fact intended to facilitate a renewed Lake Hills Estates PUD application.

(5) Section 147-23(F)(1). Our comments are set out below each quoted provision of the Code.

The proposed PUD law provides: “If the Town Board determines the proposed project meets the objectives of this chapter, the application can proceed.”

Comment: The Town Board should be required to determine that the proposed project meets all of the requirements of the PUD law, as well as its objectives, before allowing the application to proceed. The Board’s determination should be in writing and should specify in detail how the proposed project meets each requirement of the law, as well as the law’s objectives.

The proposed PUD law provides: “If the Town Board determines in its sole and absolute discretion the proposal does not merit further review because it does not meet the objectives of this chapter, then no further action on the application shall be taken.”

Comment: The wording “because it does not meet the objectives of this chapter” should be deleted. The Town Board’s determination not to proceed should be absolute.

(6) Section 147-23(F)(2)(f)(12). Our comment is set out below the quoted provision of the Code.

The proposed PUD law provides for the applicant’s statement to “Identify potential proposals for amenities outside the PUD for increased density development.”

Comment: This provision should be deleted. No density credit should be given for offsite amenities.

(7) Section 147-23(I)(2). Our comment is set out below the quoted provision of the Code.

The proposed PUD law provides: “If the Town Board disapproves the creation of the PUD District, it shall issue written findings that support the decision.”

Comment: This provision should be deleted. The Town Board’s discretion to disapprove the creation of the PUD District is absolute, and written findings supporting the decision should not be required.

(8) Affordable Housing. As the County’s GML-239 letter notes, the proposed PUD law’s definition of “Affordable Housing” is too vague and could include nearly any housing, so long as the occupant is paying no more than 30 percent of gross income – no matter what the occupant’s gross income actually is. In addition, Section 147-23(C)(1) of the proposed law should be revised to move “Affordable Housing” to precede “Mixed uses” to make clear that “Mixed uses” can include affordable housing.

* * * * *

The proposed PUD law revisions appear to be a hurried, ill-conceived effort to push through changes to benefit developers, in advance of a fully considered review of, and update to, the Liberty Comprehensive Plan. At a minimum, the PUD moratorium should be extended indefinitely until the comprehensive planning process is completed, and the proposed PUD law should then be referred to a committee of Town taxpayers to review and recommend revisions to the existing law, with further public discussions.

We have provided our detailed comments on the proposed PUD law, to further the interests of the community. However, we believe that the PUD law does not benefit the residents and taxpayers of Liberty, and should be repealed in its entirety.

Respectfully submitted,

David Brittenham and Carolyn Summers

cc: Matt McPhillips, Sullivan County Legislator, District 1
Brian McPhillips, Sullivan County Legislator, District 3
Catherine Scott, Sullivan County Legislator, District 5
Luis Alvarez, Sullivan County Legislator, District 6

From: claire mencke <cmencke@yahoo.com>
Sent: Saturday, March 29, 2025 6:16 PM
To: l.dutcher.townofliberty.org
Subject: FOR PUBLIC COMMENTS, TOWN BOARD MEETING, MARCH 31, 2025

Dear Ms. Dutcher:

Please include the following in public comments for this public hearing:

As a 35-year resident and limited-income senior citizen of the Indian Lake community, please consider the following effects on us of this proposed action.

1. There has never been a PUD in Liberty so why do we need a PUD law now? Developers can apply for a variance or a special use permit if they want to build something that doesn't comply with the zoning law.
2. Our zoning law is supposed to protect local residents. This PUD Law does the opposite, because it gives developers even more opportunities to ignore the law in order to build high-density housing projects in areas that currently don't allow them - and that means in the fields and forests that surround your home.
3. All they have to do is to pay a sum of money to the Town or donate a piece of land somewhere in Liberty to be used as a park, and then they can build at densities that have never been seen in Rural Development and Agricultural Conservation zones. This is incredibly irresponsible.
4. PUDs are designed to protect open space in urban areas - not to build over open space in rural areas. Why is the Town Board ignoring this principle? Liberty residents packed a Town Board meeting on a PUD in Swan Lake last year to express 100% opposition. Why is the Town Board continuing to push an idea that no-one in the community supports?
5. Liberty is about to start a new process to revise its Comprehensive Plan. Any change to our zoning law should be considered as part of this process. There is no point approving a new PUD Law prior to completing a new Comprehensive Plan.

On March 3, the Liberty Town Board held a public hearing to revisit its Planned Unit Development (PUD) law, but the new version of the law appears to be even more detrimental to our community than the existing one. It will allow high-density housing developments to be built anywhere in the Town, regardless of the zoning, including in Agricultural Conservation

and Rural Development districts where these developments are currently banned.

The implications of this new law will be far-reaching, threatening the rural character of Liberty and ignoring the voices of residents who opposed a PUD in Swan Lake last year and continue to oppose it now. Zoning regulations are meant to protect our neighborhoods, and any changes that increase the potential for overdevelopment, overcrowding, and the loss of green spaces are unacceptable.

The Town Board has been misled into believing that encouraging more residential developments will reduce our taxes. This mindset resembles a Ponzi scheme, because the additional expense of providing public services to new developments outweighs any increase in the tax revenue they generate. Just look at the new sewer expansion in Swan Lake which will load millions of dollars of debt onto local taxpayers to supply these new developments.

I urge all residents to attend the public hearing and say NO to PUDs and NO to the new PUD Law.

Thank you,

Claire Mencke
17 Apache Lane
Ferndale, NY 12734



CATSKILL CLEAN WATER FUND

TAX ID 27-2818464
INDUSTRY CITY – BLDG 3 – FLR 4
219 36th Street, Suite 3-4-B434
Brooklyn, New York 11232
Mailbox #18
(212) 425-1999

March 18, 2025

Liberty Town Board & Community
120 Main Street
Liberty, New York 12754

RECEIVED

MAR 20 2025

TOWN OF LIBERTY
TOWN CLERK'S OFFICE

Re: Proposed PUD Application

To all those interested,

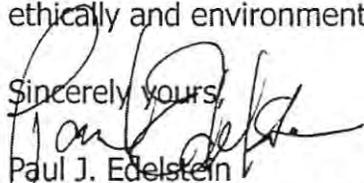
It is with great surprise that I am writing *once again*, regarding the above-mentioned application. As you are already aware, I am the President of Catskill Clean Water Fund, a charitable organization which was created in 2010 to combat the invasive water chestnuts in the lake. Over the approximately 15 years of the organization's existence, we have raised more than \$150,000 from residents and businesses and have vastly improved the quality of the lake for all to enjoy. The project has been so successful and embraced by the Lake's owners (now a second one) that we have, with the remarkable cooperation of the Swan Lake Fire Department and the Town residents, began a lake management program to not only monitor the health of the lake but also its use. All of this has been done to benefit all the residents of Swan Lake and our neighbors who can enjoy what is surely a unique and pristine natural habitat in our "Hamlet" of Swan Lake. Thus, while we have sat by and watched year after year as numerous high-density projects are proposed, approved, and then violate the very restrictions imposed on them, all in the name of "improving" the quality of life for Swan Lake residents the irony is not lost upon me that we have achieved so much through the cooperation of the town's residents despite the constant barrage of developers seeking to permanently alter it for their own selfish gains.

Unfortunately, it seems year after year, insidious high-density projects are proposed and approved by the board without consideration for the impact on the lake and its residents. The change being proposed here would open the floodgates to more high-density housing projects and is clearly not in line with the procedural aspects of the law but could not possibly benefit the Swan Lake community in any way, despite creative suggestions to the opposite. Remarkably despite what appears to be unanimous opposition from the members of the community, some of our elected representatives somehow stand by allowing town members to voice their opposition

while pushing through the proposals, nonetheless. One surely must ask themselves how those who are supposed to represent the greater good of the community could by wielding almost singular power, approve projects that work to its detriment.

Regrettably, this lovely community, of which I have been a part of for three generations, and to which we have collectively unified to preserve and enhance, is, like many others, is constantly under threat by developers choosing to exploit it for financial gain. The Town Board is elected to protect and promote the best interests of the town and its residents. The responsibility of the board is geared towards the development of the land which will be to the greatest benefit not only to its current residents but our children and their children and therefore the board's actions should be with a grandparent or great grandparent type of perspective. Instead, it has consistently demonstrated that it will bend to the will of monied developers and perhaps worse. The lake and its surrounding areas are the greatest asset the Town possesses. To see it neglected, as it has been for too long, and then abused, as approval of this proposal will certainly result in, is neither in line with your responsibility as an elected official nor ethically and environmentally sound in any way.

Sincerely yours,



Paul J. Edelstein

President Catskill Clean Water Fund

From: Maggie M <maggiematullo@gmail.com>
Sent: Monday, March 31, 2025 9:44 PM
To: I.dutcher townofliberty.org; dutcher@townofliberty.org
Subject: PUD

RECEIVED
APR 01 2025
TOWN OF LIBERTY
TOWN CLERK'S OFFICE

April 1, 2025

Liberty zoning board

My name is Maggie Matullo and I speak on behalf of my family, my husband Joseph and our teenage daughter. As a zoning board, you have the responsibility of making profound and almost permanent decisions that change the landscape of our community indefinitely. It is not a position that I would take lightly. Please take careful regard, with a moral obligation to your neighbors but the soul of this community.

My family and I live on Route 55, on the border of Swan Lake and Ferndale. It is a lovely private little nook, yet right out in the open. On this busy road, I have seen Giant Snapping Turtles, Bear, Deer, and so many wonderful birds and creatures.

I would LOVE to see more investment into this area. More cottages, more quant "Upstate NY Vibe". I do not mind the summer traffic it is part of the charm, but we need to plan around these things. This PUD is not that "vibe" at all. It sounds out of place and like something that can profoundly change the overall personality of the area and have grave effects on the local environment.

There are ways to respectfully draw people to the area to enjoy the resources without building right on top of the lake. Seasonal or year-round, historically this region is designed for the seasonal visitor, and its part of its rich foundation and hopefully its future. It would be sad to see this area turn into something else and lose its culture.

Sullivan County has a vast amount of space without needing to extend ourselves into Swan Lake, LITERALLY.

I envision these three-story monstrosities overlooking the defunct basketball courts. I imagine children once played there, but now it is haunted and strange. There are things we need to address first. How do we repair the amenities that already exist?

I have lived in several areas that make me feel I am able to see the future of Route 55 if a PUD were to be erected on the lake. I lived in Asbury Park 16 years ago, I lived there during an exciting shift and revitalization. It was an amazing change that has had a lasting and positive effect on the region. This region has historically

been a densely populated with minimal open space, this is the kind of area where a PUD would be used.

I lived in Monmouth and Ocean County NJ, then I eventually migrated back to New York because I wanted to be closer to nature. Ocean County and Monmouth County would be an amazing place for Liberty Zoning Board to study all of the negative impacts of urban sprawl and poor planning can have on communities. The most obvious issue being, roads and traffic.

Before settling in Swan Lake, we also lived in Greenwood Lake, NY. This area is also experiencing growth. In fact, my previous home and neighbors were faced with "wild fires" in late /fall early winter of 2024. This is unfortunately a trend I believe we may see more in the future, and I beg that we think of these things when passing zoning for these mega developments that are popping up all over Sullivan County.

These are SMALL two-lane roads, nestled into the rough hilly terrain. We are not able to build then consider the roads as an afterthought when we there are subsequent problems. Are we prepared if something like this were to occur? These are all things I ask you all to consider when planning large developments, on land or out in the water.

Proper planning could advance this county or make Swan Lake another landmark on the map of the "Sullivan County Tour of Weird Decisions."

I.dutcher townofliberty.org

From: Carolyn Worstell <CWorstell@DresdnerRobin.com>
Sent: Wednesday, April 2, 2025 11:31 AM
To: I.dutcher townofliberty.org
Cc: supervisorodemayo townofliberty.org; Bruce Davidson; vmcphillips@labellapc.com; j.lennon townofliberty.org; D.Farrand@townofliberty.org
Subject: Review of Draft Local Law 2 of 2025 Amending the Planned Unit Development Ordinance

Hon Laurie Dutcher, Town Clerk, Town of Liberty,

We are pleased to submit this memorandum as part of the public comment process for the proposed amendment of the Town of Liberty's PUD Law on behalf of Liberty Town Matters, a voluntary group of Liberty residents committed to supporting orderly and sustainable development in the Town. We respectfully request to add this to the correspondence received for the Town Board agenda on April 7 and to the public comments on the draft PUD Law as part of the public comment period that ends at that meeting, and also to send the review to all Town Board members.

Thank you for your assistance,

CAROLYN WORSTELL, PP, AICP
SENIOR PLANNER

DRESDNER
ROBIN

ConstructionManagement · Engineering · Environmental · Survey/3D · LandscapeArchitecture · Planning

30 Montgomery St, Suite 510
Jersey City, NJ 07302

D: 201. 273. 7750

C: 908. 295. 2055

WWW.DRESDNERROBIN.COM

EXCITING NEWS: DRESDNER ROBIN'S JERSEY CITY OFFICE IS MOVING TO A NEW LOCATION. 30 MONTGOMERY STREET, SUITE 510, JERSEY CITY, NJ 07302. EFFECTIVE NOVEMBER 1, 2024.

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**Re: REVIEW MEMORANDUM
DRAFT LOCAL LAW AMENDING THE PLANNED UNIT DEVELOPMENT ORDINANCE
TOWN OF LIBERTY, SULLIVAN COUNTY, NEW YORK**

We are pleased to submit this memorandum as part of the public comment process for the proposed amendment of the Town of Liberty's PUD Law on behalf of Liberty Town Matters, a voluntary group of Liberty residents committed to supporting orderly and sustainable development in the Town. The proposed Local Law to Amend the Town of Liberty Zoning Law would replace the existing Planned Unit Development (PUD) Ordinance §147-23.

The following documentation was reviewed:

- The Town of Liberty Municipal Ordinance, Chapter 147 Zoning.
- Local Law No. 2 of 2025, Amending Chapter 147.
- *Town of Liberty Comprehensive Plan*, 2016.
- *Town of Liberty Agriculture and Farmland Protection Plan*, December 2009.
- *Planned Unit Developments, Planning Advisor Service Report No. 545*. American Planning Association. Daniel R. Mandelker, 2007.

PURPOSE OF A PUD ORDINANCE

Planned Unit Developments as a zoning and development mechanism have been in use for over 60 years. "Simply put, a PUD is a development project a municipality considers comprehensively at one time, usually in the zoning process employed to approve a development plan." (Mandelker 2) As such the proposed PUD Ordinance is a tool by which future development will be advanced. While each PUD application is an opportunity for the Town to comprehensively consider the development of that site, this current process to adopt the PUD Ordinance is the Town's chance to comprehensively consider how and where the Town wants to grow.

The proposed PUD Ordinance includes a lengthy purpose statement which can be summarized into a few key concepts:

1. PUDs are intended to foster creative site design.
2. PUDs are committed to providing community benefits.
3. Each PUD district is unique and the Town Board has ultimate responsibility and authority in its design.
4. PUDs are "smart growth" opportunities that should result in improved environmental quality over standard zoning.

While the general intent of the proposed PUD Ordinance outlines the above goals, the requirements as set out within the current draft lack an underlying and uniform set of standards by which any PUD development could be evaluated and clearly interpreted as appropriate and fair. The resulting ordinance should provide the necessary metrics by which the Town Board, Planning Board, and constituents can clearly assess the value of benefits yielded to the community as compared to additional development rights granted to a developer under a given bonus.

Our office has reviewed the proposed Ordinance in full and provides the following recommendations outlined herein per section of the current draft. In simple terms, each bonus type should be revised to provide for a defined set of standards in which a developer gives X in order to receive Y, which can be quantifiably scaled based on the size/intensity of a development in terms of acreage and units. Metrics should be clearly linked to measurable

benefits and/or outcomes on the community side and should be born of direct cost impacts typically absorbed by the Town at large when accommodating additional development density.

CONSERVATION OF OPEN SPACE AND NATURAL RESOURCES

The proposed PUD Ordinance specifically identifies “open space”, “parkland” and “public recreation” as key community benefits which can be preserved or created as part of a PUD development. While all three terms are generally related, the legal and practical functionality for each type of use is slightly different, impacting the “benefits” accrued.

“Open Space” is the only term which is defined in the Town Zoning Ordinance. It encompasses all land which is unimproved for roadways, parking, storage or occupied by any structure (except for agricultural buildings). Open space may be land which is left in its natural state, but can also include land utilized for agriculture, landscaped or utilized for active or passive recreation. Open space may be privately or publicly owned.

Other terms included in the proposed PUD Ordinance which seem to be used interchangeably with “open space” including “parkland”, “public recreation”, “common recreation facility”, “community recreation amenities”, and “recreation amenities” are undefined. In the general parlance, it is understood that while “parkland” and “public recreation” may be uses which would be open to the general public, other terms including “common recreation facility”, and “community recreation amenities” may be exclusionary.

The proposed PUD Ordinance directly ties additional density permitted to the percentage of a development parcel which is to be restricted to one of these benefit uses. However, while the quantity of land to be dedicated in exchange for density is proportional, the quality of the benefit accrued to the Town may not be. Open space which is publicly accessible is a higher quality of benefit as it serves all Town residents vs open space which is only accessible to residents of the PUD development. Similarly, open space which is improved with multiple facilities that typically require high-costs for implementation and maintenance should be considered differently in terms of cost-benefit than open space used solely for conservation purposes.

As part of the proposed PUD Ordinance, the Town should consider:

- Defining the use terms identified above, addressing legal and practical issues such as ownership, public access and significant features.
- Carefully reviewing the PUD Ordinance language with regard to the terms “open space”, “parkland” and “community recreation amenities” which seem to be used interchangeably. “Open space” is the broadest term and should be an all-encompassing category used to capture the standard language throughout, unless the Ordinance is intended to require a specific legal and practical use for the open space land.
- Providing clear language that the minimum dedicated “open space” shall be provided within the PUD District designated in order for PUD developments to qualify for density multipliers, and that a majority of the “open space” shall be contiguous and not dispersed across the PUD district.
- Requiring a minimum 25% of dedicated “open space” to qualify for 1.10 multiplier and increasing minimum percentage of “open space” required for 1.25 multiplier to 30%.
- Requiring permanent public access to a minimum percentage of the dedicated “open space” within a development in order for projects to qualify for density multipliers of 1.25 and above.
- Require mechanisms for enforcement and maintenance of open space as part of any PUD District.
- Alternatively, rather than allocating density unilaterally on a percentage of land basis with predefined ranges, the Town should consider a minimum allocation of land (25% would be the bottom floor) to qualify for the bonus. A graduated density multiplier would then directly tie a higher-yielding public benefit to a

higher density outcome. For example, Open Space contributions in the form of conservation (no access) should receive a lower density multiplier than the build-out of passive recreation area (light-touch, nature-oriented recreation such as walking trails), with the highest density multiplier tied to the build-out of active recreation facilities (fields, courts, recreation centers, etc.). Each level of density multiplier would be applied on a pro-rata basis as related to the acreage dedicated to or improved under a certain category of Open Space.

CASH IN LIEU

The proposed PUD Ordinance allows for developers to pay a “cash in lieu” of providing on-site “parkland” or “open space”. While providing such a mechanism is well intentioned, allowing the Town to negotiate for a benefit instead of necessitating variance relief, some limits should be incorporated to avoid excessive concessions. Section §147-23.D.(3) of the PUD Ordinance is awkwardly written and seems to require only that the Planning Board and the Town Board find that a “proper case exists for requiring that a park or parks or open space be suitably located for playgrounds or other recreational or open space purposes with the town”. There is perpetually a need for more open space, parks, and playgrounds in every community, setting a very low threshold for this mechanism. Instead, the Boards’s findings should consider what are the particular circumstances for why the open space cannot be provided on site, such as: the lack of distinctive ecological, visual, architectural, historic, geologic, botanic or agricultural resources; location near other intense uses such as commercial and industrial uses; environmental contamination, etc.

As part of the proposed PUD Ordinance, the Town should consider:

- Renaming the section as “Cash in lieu of open space”.
- Revising the language to require that the Planning Board and Town Board must make written findings with regard to the particular site constraints which limit the suitable open space available for conservation and how the proposed PUD District maximizes the suitable “open space” onsite.
- Setting a maximum percentage of the required open space which can be swapped for an in-lieu payment.
- Setting a pre-defined, pro-rata allocation (\$X/additional unit or \$X per additional X units/acre), utilizing the anticipated build-out costs of active recreation amenities (highest-associated cost burden within the realm of open spaces), since the burden of implementation and long-term maintenance will now fall on the Town.
- Prohibiting payment in lieu of open space for PUD Developments in the AG and RD Districts. These are the most environmentally sensitive areas of the Town where conservation and preservation of open space is most critical.

OFF-SITE OPEN SPACE & INFRASTRUCTURE

Similar to the “Payment in Lieu” mechanism, the off-site community benefit mechanism sets the stage for standardless negotiations between the Town and a developer. A concern arises regarding the nexus of the proposed benefit (open space or infrastructure) and the impacts resulting from the additional density to be obtained by the developer. Any benefit obtained as a result of this mechanism should directly offset impacts to the immediate neighborhood and community surrounding and reduce the ability of a developer to “punt” the burden of needed facilities to the Town and the community at large.

As part of the proposed PUD ordinance, the Town should consider:

- In the current language, it is unclear if a PUD is only eligible for the offsite preserved open space bonus if they have already provided for onsite open space allocations over 50%. The Town should include language that only allows a developer to utilize the offsite bonus once a minimum has been met onsite to at least accommodate open space demand for their associated density.

- The Town should clarify if the “off-site” provision would be eligible in tandem with the “payment in-lieu” provision discussed above.
- Setting a pre-defined, pro-rata allocation (\$X/additional unit or \$X per additional X units/acre), utilizing the anticipated build-out costs of off-site open space or infrastructure (highest-associated cost burden within the realm of open spaces/infrastructure), since the burden of implementation and long-term maintenance will now fall on the Town
- The Town should conduct an Open Space inventory to identify eligible lands that would best utilize offsite improvements funds and tie any PUD approval utilizing the Offsite Improvements bonus to a specific open space project or portion thereof, as to provide for a quantifiable and tangible community benefit that a developer can be held accountable for.
- Additionally, the Town may consider subdividing the Open Space Inventory by geography to ensure off-site improvements benefit the neighborhood and/or zoning district adjacent to the proposed development

AGE-RESTRICTED HOUSING & AFFORDABLE HOUSING

Affordable housing is defined as housing that costs just 30% of a household income. However, “affordable” housing as defined by the government is often still more expensive than many middle-class and working-class households can afford. By the definition introduced as part of the PUD Ordinance, “age-restricted” housing must be partially or wholly subsidized, thereby likely making it “affordable”.

The language of this proposed bonus provision is unclear and may result in excessive concessions. The provision references “bonuses” for “age-restricted” and “affordable” housing. This would indicate that a PUD development would have the opportunity to qualify for more than one 5% bonus if both “age-restricted” and “affordable” housing were provided. A developer might argue that by providing age-restricted affordable housing they were eligible for two bonuses without having to provide twice the benefit. Furthermore, the provision provides no minimum number or percentage of age-restricted or affordable units which would trigger the eligibility of a PUD development to qualify for the bonus. Theoretically by providing 2 units of affordable and/or age restricted housing a developer could be eligible for 10% bonus resulting in hundreds of additional market rate units. While such a deal is unlikely to ever be approved by the Town Board, providing additional requirements and guidelines will result in a better bargaining position for the Town.

As part of the PUD Ordinance the Town Board should consider:

- Requiring a baseline affordable housing component to any PUD Development without any associated density bonus. For example, a minimum 5% of all housing units to be developed under a PUD would be required to be affordable, either to seniors or to the general population. The bonus provision would be in addition to this baseline affordable component.
- Revising the language to reference only one “bonus” and explicitly limiting the maximum density bonus to 5% (0.05 multiplier).
- Requiring a minimum 3% of the **total** number of residential units to be developed as affordable or age-restricted in order to qualify for the bonus. (This would result in a minimum 7% of the total number of units as affordable if paired with a baseline affordability component for PUDs).
- Setting standards for the distribution of affordable housing, such as:
 - Percentage of units affordable to moderate-income, low-income and very low-income households (maximum 30% of units affordable for moderate income households; minimum of 15% of units affordable for very low-income households; etc.).

- Percentage of units by bedroom number (e.g. minimum 20% of units 3-bedroom or more; maximum of 20% of units studios or 1-bedroom, etc.).
- Adding language that “affordable housing” be affordable and accessible to all households regardless of race, gender, religion or other protected characteristics

PROMOTING APPROPRIATE DENSITY

The key feature of the proposed PUD Ordinance is the incentive of increased density for a developer in exchange for the conservation of open space. The proposed PUD Ordinance provides multipliers that increase density based on the “underlying district density”. These multipliers are intended to apply across all zoning districts within the Town. While likely intended to be a fair and straight forward approach, the PUD Ordinance does not take into account the diverse zoning typologies found throughout the Town.

Only five (5) of the Towns eleven (11) zoning districts have an underlying residential density standard. The Agricultural/Conservation (AC) District, Rural Development (RD) District, Low-density Residential (R-1) District High-density Residential (R-2) District, and Resort Hotel (RH) District all permit residential uses and have implied density standards based on the permitted one- or two-family uses and minimum lot area requirements in the Schedule of District Regulations. The Downtown Commercial Core (DCC) District, Service Commercial (SC) District, and Industrial Commercial (IC) District and do not permit residential uses as a principal use and thus do not establish a base density.

In the districts which do have an underlying density requirement, there is a substantial variation in the densities permitted. Underlying density calculations are complicated by factors such as the type of residential uses permitted in a district and the minimum lot areas required based on water and sewer services. The AG District has a minimum lot area of 10 acres for a single-family dwelling, where the R-2 District permits a 2-family home on a 7,000 square foot lot. In the R-1 District the underlying density could range from 1 unit per acre for a single-family on well and septic to approximately 8 units per acre for 2-family dwellings with Town water and sewer. Under the PUD Ordinance the development potential between the different zoning districts is stark, a Large Scale PUD (minimum 150 acres) at the 50%+ multiplier (1.75) could generate 26 dwelling units in the AG District and 3,267 dwelling units in the R-2 District. (See Exhibit A)

The AG and RD Districts are the two largest zoning districts by acreage in the Town. As such they represent the largest opportunity for future development within the Town. The relative lack of potential density which can be achieved within these districts under the PUD Ordinance could lead to requests by developers for substantial density “variance”. The proposed PUD Ordinance does not specifically address how variances from the PUD ordinance would or could be sought. As stated in the PUD Ordinance, the “discretion of the Town Board regarding density of use, or even as to whether to approve or deny a PUD application, shall be absolute”. Thus, under the PUD Ordinance it appears that the Town Board could unilaterally override the underlying density multipliers included therein and set the density of a PUD District to whatever it desires.

As density is ultimately the primary driver of development impacts including traffic, school children generated, water and sewer demands, etc., the Town Board should take careful consideration as to the permitted density under the PUD Ordinance. As part of the PUD Ordinance the Town Board should consider:

- Specify that the density multiplier sets the maximum density permitted.
- Set the “underlying density” to be based on the single-family use standard in each District.
- Establish “underlying density” standard for single family development for the DCC, SC and IC Districts as part of the proposed PUD District.

- Revising language in §147-23.A regarding the discretion of the Town Board over the “density of use”. While the PUD ordinance is correct in that the power to determine the density of development is inherent with the Town Board’s power to rezone, it is antithetical to best planning practices to set density limits within a zoning ordinance and then invalidate them within the same zoning ordinance.
- Prohibiting the applicability of the PUD Ordinance in the AG and RD Districts or limiting it to certain discrete parcels which are directly adjacent to established population centers or non-residential districts consistent with the Town’s Comprehensive Plan.

PUD PROCESS

The PUD process as described in the Ordinance is complex and convoluted, resulting in overlapping areas of responsibility between the Town Board and the Planning Board and multiple application submissions and reviews by each Board. The responsibilities of the Town Board and the Planning Board are separate and distinct and must be maintained as such. The PUD ordinance is clear in the “Purpose” section that more information about a proposed project is required than under typical zoning. This information should be provided as early as possible in the PUD review process so that the full scope of the project can be adequately reviewed.

The process as outlined in the PUD Process flow chart shows that there are multiple points at which the Town Board or the Planning Board could determine that an application does not have “merit” to advance to the next stage. In reality, it is unlikely that a final determination on the “merit” of an application will ever occur prior to the final decision in Step 6 where the Town Board takes legislative action on the PUD district. At each decision point prior to Step 6 there is an opportunity for the application to be revised and allow a project to advance to the next phase. Rather than a lengthy, bifurcated process, a simpler process which requires more information up front would provide more clarity to all interested parties.

Steps 1, 2 & 3 on the PUD Process Flow chart appear to be redundant requiring that the Town Board make findings as to whether the PUD has merit at each step. Step 1 the Pre-application hearing requires the Town Board to determine whether the application has merit to proceed prior to an official submission. This is not an appropriate action for the Board to take as the purpose of this step/meeting is to provide input on the proposed PUD district which the applicant can incorporate into the project design. Step 2 is a joint hearing where the Planning Board and Town Board determine if the Sketch Plan has merit to advance. Step 3 appears to be separate meetings at which the Planning Board and Town Board determine if the Sketch Plan has merit to advance.

The PUD process results in a bifurcated review process. The Planning Board and Town Board both are both required to make findings that the project has “merit” based on the Sketch Plan which provides minimal details on the project site plan. Steps 4 and 5 are a second project application process before the Planning Board, where more detailed project information is provided. This level of detail is necessary for the SEQR process to advance. This is evidenced by the flow chart where the SEQR determination of significance does not happen until Step 5, the second to last step prior to the Town Board taking legislative action on approving the PUD District. By combining the Sketch Plan and Preliminary Plan applications and starting SEQR at the beginning of the review process, the Town will have the necessary time and information to complete its environmental review prior to the final step.

Timelines appear to be based on when applications are submitted. The 45-day timeline for the joint Planning Board/Town Board hearing should be started when the Sketch Plan Application is deemed “complete”, not based on when it is submitted. This will allow the Code Enforcement Officer time to review the application and work with the applicant to revise or correct the required documentation.

Recommended changes to the PUD process:

1. Pre-application process should eliminate requirement for the Town Board to formally establish the “merit” of the application. However, the pre-application process should provide input on a proposed PUD District regarding consistency with the criteria under §147-23.G, §147-23.F(2) and §147-23.H.
2. New Step 2: Combine the “Sketch Plan” and “Preliminary Plan” applications into a unified “PUD District Application”, to be deemed complete by the Code Enforcement Officer. The submission should include all requirements for the Sketch Plan per §147-23.F(2) as well as for the Preliminary Plan under §147-23.H.
3. New Step 3: Town Board accepts the PUD District application within 45 days of the application being declared complete and authorizes the Planning Board to conduct a preliminary review of the PUD application to determine if the proposed PUD meets the criteria under §147-23.G. Simultaneously the Town Board starts the SEQR process by declaring itself Lead Agency.
4. New Step 4: Town Board proceeds with a coordinated SEQR Review process simultaneously with the PB review in Step 5.
5. New Step 5: The Planning Board holds a public hearing, within 45 days of Town Board authorization, reviewing whether the Sketch Plan meets the PUD criteria under §147-23.G. The Planning Board shall have 62 days from the close of the public hearing to provide recommendations to the Town Board on the PUD application, recommending denial, approval or approval with conditions.
6. New Step 6: Upon receipt of the Planning Board’s recommendations and completion of the SEQR Process, the Town Board shall have 45 days to hold a public hearing on the PUD application. Within 62 days of the close of the public hearing, the Town Board shall render its decision whether to deny, approve, or approve with conditions the PUD application and amend the zoning law to create the PUD District.
7. If the PUD District is approved, the applicant can then submit for site plan and subdivision approval.

OTHER CONSIDERATIONS

The Sullivan County GML Review raised several additional items which should be considered by the Town as part of the PUD Ordinance. In addition, additional items that the Board should consider:

- Alignment with Open Space Plan and Ag and Farmland Protection Plan. In addition to the Comprehensive Plan, the Town of Liberty has adopted Open Space Plan and Ag and Farmland Protection Plan.

The Ag and Farmland Protection Plan (AFP Plan) included a vision/goal statement that “[t]he development pattern will be more concentration of density in the village surrounded by open space and farms”. This statement supports recommendations above to eliminate or limit the use of PUD development in the AG and RD districts to existing developed areas.
- The AFP Plan also recommends using “net acreage” which removes lands with certain characteristics such as wetlands, open water, very steep slopes or prime farmlands from being included in the calculation for how many new residential units a parcel is eligible for. This recommendation echoes the County’s comment in the GML review to provide a standard calculation for calculating density that is consistent with other districts and uses within the Town (e.g. cluster developments and multiple dwelling developments).
- All interested agencies in the SEQRA process (e.g. EPA, DOH, Army Corps of Engineers, DRBC, NYSDEC) should be required to be consulted on any draft prior to any Town Board vote.
- In general, density multipliers should be mathematically tied to an obligation by the developer for all bonuses. The Ordinance should provide a clear standard and/or metric for each bonus type in order to provide for a uniform cost-benefit analysis in the review process. The ordinance should not allow for ad-

hoc negotiations in which one developer may gain a certain number of additional units for a lower contribution than another developer.

- The Town should consider a general bulk limitations table for utilizing the PUD in each zone. This will ensure that any incoming development under the PUD, regardless of density capacity, will remain consistent and complimentary in character with the underlying zoning district. General development controls such as maximum height, minimum unit size, minimum parking and maximum lot coverage should be defined for each zone. For example, capping a development at 3 stories or 35 feet may be appropriate in one district, while capping it at 5 stories, 60 feet may be appropriate in another regardless of permitted density. How a developer fits-out a building envelope with their permitted density falls within the site plan approval process with an understanding as to whether they are within the general bulk limitations falling in earlier Sketch Plan Review stages.

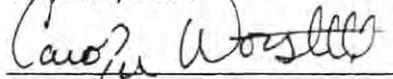
CONCLUSION

The PUD Ordinance clearly states that the existing section §147-23 Planned Unit Development is wholly repealed to be replaced by a new ordinance. However, most of the language to be adopted under the new PUD District is identical to the existing language, with new additions inserted awkwardly and lacking detail which may result in excessive concessions to developers.

As drafted, the proposed Local Law is undermined by the vagueness of the language and the complexity of the approval process. The current ordinance is ambiguous and opaque in nature in terms of the residents' ability to understand the development pipeline and associated impacts on the overall character and resources of their community. The lack of consistent formulas within each bonus result in substantial "gray area" in which individual projects may receive incongruous development outcomes when weighed against final benefits provided to the larger community. A streamlined review process will allow key defining project characteristics to be identified early in the project life cycle and will provide for a more forthcoming review and public process. Additional guidelines are necessary to avoid unnecessary concessions by the Town to private developers and to maintain the best interest of current residents and sufficient access to resources throughout future growth.

This ongoing planning process is an opportunity for the Town to proactively manage future development of the Town while advancing the goal of the Comprehensive Plan to "maintain, to the maximum degree possible while encouraging growth, the rural character and those open spaces that have made the Town an attractive living environment and popular recreation area". As such the current iteration of the PUD Ordinance falls short of its proposed intent and should be taken back to the drawing board for a comprehensive and thorough rethink.

Very Truly Yours



Carolyn Worstell, PP, AICP
Senior Planner

cc:

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Exhibit A

TABLE 1: DENSITY CALCULATIONS BASED ON UNDERLYING ZONING

DISTRICT	UNDERLYING DENSITY (UNITS/ACRE)	DENSITY WITH PUD BONUS (UNITS/ACRE)				
		15%	25%	40%	50%	50%+
AG	0.10	0.11	0.13	0.14	0.15	0.18
RD	0.33	0.37	0.42	0.45	0.50	0.58
RD-2*		0.00	0.00	0.00	0.00	0.00
R-1 ** (sewer & water)	8.71	9.58	10.89	11.76	13.07	15.25
R-2 **	12.45	13.69	15.56	16.80	18.67	21.78
DCC*		0.00	0.00	0.00	0.00	0.00
SC*		0.00	0.00	0.00	0.00	0.00
IC*		0.00	0.00	0.00	0.00	0.00
FP*		0.00	0.00	0.00	0.00	0.00
RH	2.18	2.40	2.72	2.94	3.27	3.81
WP*		0.00	0.00	0.00	0.00	0.00

* No underlying density standard

** Underlying density based on permitted 2-family use

TABLE 2: CALCULATED POTENTIAL YIELD BY DENSITY MULTIPLIER

	POTENTIAL UNIT YIELD (LARGE SCALE (150 ACRES))					
	BASE	15%	25%	40%	50%	50%+
AG	15	17	19	20	23	26
RD	50	55	63	68	75	88
R-1*	1307	1437	1634	1764	1960	2287
R-2**	1867	2054	2334	2520	2800	3267

* Assumed underlying density for 2-family dwelling with sewer and water.

** Assumed underlying density for 2-family dwelling.

	POTENTIAL UNIT YIELD (SMALL SCALE (30 ACRES))					
	BASE	15%	25%	40%	50%	50%+
AG	3	3	4	4	5	5
RD	10	11	13	14	15	18
R-1*	261	287	327	353	392	457
R-2**	373	411	467	504	560	653

* Assumed underlying density for 2-family dwelling with sewer and water.

** Assumed underlying density for 2-family dwelling.

CALCULATED BY DRESDNER ROBIN

**RESOLUTION OF THE LIBERTY JOINT FIRE DISTRICT
TO GRANT A TAX EXEMPTION TO ELIGIBLE VOLUNTEER
FIREFIGHTERS AS PROVIDED FOR BY REAL PROPERTY TAX LAW §466-a**

WHEREAS, § 466-a of the Real Property Tax Law authorizes the Fire District after a public hearing to grant a tax exemption to enrolled volunteer members of the Liberty Joint Fire District

WHEREAS the Fire District has conducted the public hearing required by the Statute and elicited public comment on said topic

WHEREAS the Board of Fire Commissions has determined that the granting of the tax exemption will enhance recruitment and retention of volunteer firefighters in the Fire Department

NOW THEREFORE BE IT RESOLVED that an exemption be granted at 10% of the assessed value of the real property owned by an enrolled volunteer firefighter who meets the eligibility requirements established in this resolution;

BE IT FURTHER RESOLVED that the enrolled member of the Liberty Joint Fire District must meet the following requirements to be eligible for the tax exemption:

1. The enrolled member must reside in the territory served by the Fire District
2. The property must be the primary residence of the enrolled member
3. The property is used exclusively for residential purposes, provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section
4. The enrolled member has been certified by the Fire District to have served at least 2 years of active service and such certification has been approved by the Board of Fire Commissioners

BE IT FURTHER RESOLVED that an enrolled member of the Liberty Fire District who accrues more than twenty years of active service as certified by the Chief of the Fire District shall be granted the 10 percent exemption as authorized by this resolution for the remainder of his or her life as long as the property for which the exemption is sought under this resolution is the primary residence of the enrolled member.

BE IT FURTHER RESOLVED that the exemption granted under this resolution shall continue for the un-remarried spouse of an enrolled member of the Fire District who is killed in the line of duty upon the following conditions:

1. The un-remarried spouse is certified by the Fire District as the un-remarried spouse of the volunteer firefighter killed in the line of duty; and
2. The deceased volunteer firefighter had been an enrolled member for at least five years; and
3. The deceased volunteer firefighter had been receiving the exemption prior to his or her death.

BE IT FURTHER RESOLVED that the exemption granted under this Resolution shall continue for the un-remarried spouse of a deceased member of the Liberty Joint Fire District under the following conditions:

1. The un-remarried spouse is certified by the Chief of the Fire District as the un-remarried spouse of the deceased enrolled member of the Liberty Joint Fire District;
2. The deceased volunteer firefighter has been an enrolled member for at least twenty years;
3. The deceased volunteer firefighter has been receiving the exemption prior to his or her death.

BE IT FURTHER RESOLVED that any exemption granted under this Resolution shall be filed with the Town and Village of Liberty on the forms designated by the Town and Village; and

BE IT FURTHER RESOLVED that the Secretary of the Fire District is directed to provide the Town and Village of Liberty with a copy of this Resolution; and

BE IT FURTHER RESOLVED that this resolution shall be governed by and applied in accordance with Real Property Tax Law §466-a.

BE IT FURTHER RESOLVED THIS RESOLUTION shall be effective as of the date of its adoption.

The adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

Chairman Richard A. Martinkovic)	
Commissioner Susanne Huggler)	
Commissioner David Cross)	AYES
Commissioner John Desrochers)	
Commissioner Matthew Johnstone)	

The resolution was thereupon declared duly adopted.

Dated: Liberty, New York
May 8, 2023

Justice Court		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 253,617.00	\$ 58,302.84					\$ 58,302.84	22.99%	\$ 195,314.16
	Equipment	\$ 750.00						\$ -	0.00%	\$ 750.00
	Contractual	\$ 25,100.00	\$ 4,654.24					\$ 4,654.24	18.54%	\$ 20,445.76
	Total:	\$ 279,467.00	\$ 62,957.08	\$ -	\$ -	\$ -		\$ 62,957.08	22.53%	\$ 216,509.92
Revenues:		\$ 325,000.00	\$ 49,898.00					\$ 49,898.00	15.35%	\$ 275,102.00

Supervisor		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 136,589.00	\$ 31,457.20					\$ 31,457.20	23.03%	\$ 105,131.80
	Equipment	\$ -						\$ -	#DIV/0!	\$ -
	Contractual	\$ 2,500.00	\$ 519.97					\$ 519.97	20.80%	\$ 1,980.03
	Total:	\$ 139,089.00	\$ 31,977.17	\$ -	\$ -	\$ -		\$ 31,977.17	22.99%	\$ 107,111.83

Finance Office		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 68,289.00	\$ 16,203.60					\$ 16,203.60	23.73%	\$ 52,085.40
	Equipment	\$ -						\$ -	0.00%	\$ -
	Contractual	\$ 3,000.00	\$ 434.19					\$ 434.19	14.47%	\$ 2,565.81
	Total:	\$ 71,289.00	\$ 16,637.79	\$ -	\$ -	\$ -		\$ 16,637.79	23.34%	\$ 54,651.21

Assessor		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 118,665.00	\$ 25,561.12					\$ 25,561.12	21.54%	\$ 93,103.88
	Equipment	\$ 549.00						\$ -	0.00%	\$ 549.00
	Contractual	\$ 11,609.00	\$ 2,645.51					\$ 2,645.51	22.79%	\$ 8,963.49
	Appraisals	\$ 10,000.00	\$ -		\$ -	\$ -		\$ -	0.00%	\$ 10,000.00
	Total:	\$ 140,823.00	\$ 28,206.63	\$ -	\$ -	\$ -		\$ 28,206.63	20.03%	\$ 112,616.37

Tax Collector		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 9,500.00						\$ -	0.00%	\$ 9,500.00
	Contractual	\$ 11,525.00	\$ 48.30					\$ 48.30	0.42%	\$ 11,476.70
	Total:	\$ 21,025.00	\$ 48.30	\$ -	\$ -	\$ -		\$ 48.30	0.23%	\$ 20,976.70

Town Clerk		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 114,678.00	\$ 28,185.70					\$ 28,185.70	24.58%	\$ 86,492.30
	Equipment	\$ 2,500.00	\$ 1,000.00					\$ 1,000.00	40.00%	\$ 1,500.00
	Contractual	\$ 10,460.00	\$ 505.70					\$ 505.70	4.83%	\$ 9,954.30
	Total:	\$ 127,638.00	\$ 29,691.40	\$ -	\$ -	\$ -		\$ 29,691.40	23.26%	\$ 97,946.60
Revenues:		\$ 6,000.00	\$ 2,935.00					\$ 2,935.00	48.92%	\$ 3,065.00

Dog Control		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 43,680.00	\$ 10,679.39					\$ 10,679.39	24.45%	\$ 33,000.61
	Equipment	\$ -						\$ -	0.00%	\$ -
	Contractual	\$ 17,000.00	\$ 4,592.66					\$ 4,592.66	27.02%	\$ 12,407.34
	Total:	\$ 60,680.00	\$ 15,272.05	\$ -	\$ -	\$ -		\$ 15,272.05	25.17%	\$ 45,407.95
Revenues:	Dog Licensing	\$ 2,000.00	\$ 213.00					\$ 213.00	10.65%	\$ 1,787.00
	Dog Redemption	\$ 1,000.00	\$ 75.00					\$ 75.00	7.50%	\$ (925.00)
	Total:	\$ 3,000.00	\$ 288.00	\$ -	\$ -	\$ -		\$ 288.00	9.60%	\$ 2,712.00

Code Enforcement		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 104,078.00	\$ 24,316.80					\$ 24,316.80	23.36%	\$ 79,761.20
	Equipment	\$ 1,000.00						\$ -	0.00%	\$ 1,000.00
	Contractual	\$ 10,050.00	\$ 5,640.21					\$ 5,640.21	56.12%	\$ 4,409.79
	Fusco	\$ 145,000.00	\$ 36,249.99					\$ 36,249.99	25.00%	\$ 108,750.01
	Fire Inspections	\$ 5,000.00	\$ 2,400.00					\$ 2,400.00	48.00%	\$ 2,600.00
	Additional Services	\$ -	\$ -					\$ -	#DIV/0!	\$ -
	Relocation	\$ -	\$ 246.85					\$ 246.85	#DIV/0!	\$ (246.85)
		\$ 265,128.00	\$ 68,853.85	\$ -	\$ -	\$ -		\$ 68,853.85	25.97%	\$ 196,274.15
Revenues:		\$ 175,000.00								\$ (145,619.15)
	Public Assembly Insp.							\$ -		
	Building Permit		\$ 25,195.85					\$ 25,195.85		
	Fire Inspection		\$ 640.00					\$ 640.00		
	Municipal Search		\$ 3,100.00					\$ 3,100.00		
	Multi Family Insp		\$ 370.00					\$ 370.00		
	Comm. Establish Insp.		\$ 75.00					\$ 75.00		
		\$ 175,000.00	\$ 29,380.85	\$ -	\$ -	\$ -		\$ 29,380.85	16.79%	

Planning Board		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 7,900.00	\$ 1,162.50					\$ 1,162.50	14.72%	\$ 6,737.50
	Contractual	\$ 500.00	\$ 9.65					\$ 9.65	1.93%	\$ 490.35
		\$ 8,400.00	\$ 1,172.15	\$ -	\$ -	\$ -		\$ 1,172.15	13.95%	\$ 7,227.85
Revenues:		\$ 10,000.00								\$ (9,100.00)
	Special Use		\$ 900.00					\$ 900.00		
	Site Plan Review							\$ -		
	Lot Improve							\$ -		
	Subdivision							\$ -		
	Special Mtg							\$ -		
		\$ 10,000.00	\$ 900.00	\$ -	\$ -	\$ -		\$ 900.00	9.00%	

Zoning Board		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 5,200.00	\$ -					\$ -	0.00%	\$ 5,200.00
	Contractual	\$ 500.00	\$ -					\$ -	0.00%	\$ 500.00
	Zoning Update	\$ 3,000.00	\$ -					\$ -	0.00%	\$ 3,000.00
		\$ 8,700.00	\$ -	\$ -	\$ -	\$ -		\$ -	0.00%	\$ 8,700.00
Revenues:		\$ 500.00								\$ (500.00)
	Variance Fees		\$ -	\$ -	\$ -			\$ -		
	Zoning App		\$ -	\$ -	\$ -			\$ -		
		\$ 500.00	\$ -	\$ -	\$ -	\$ -		\$ -	0.00%	

Additional Carryover from Prior Year

W&S Operating Acct		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 510,818.00	\$ 106,715.03					\$ 106,715.03	20.89%	\$ 404,102.97
	Equipment	\$ -	\$ -					\$ -		\$ -
	Contractual	\$ 97,700.00	\$ 12,558.61					\$ 12,558.61	12.85%	\$ 85,141.39
	Total:	\$ 608,518.00	\$ 119,273.64	\$ -	\$ -	\$ -		\$ 119,273.64	19.60%	\$ 489,244.36

Loomis Sewer		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -	\$ -					\$ -		\$ -
	Contractual	\$ 50,145.00	\$ 7,578.73					\$ 7,578.73	15.11%	\$ 42,566.27
	Total:	\$ 50,145.00	\$ 7,578.73	\$ -	\$ -	\$ -		\$ 7,578.73	15.11%	\$ 42,566.27
Revenues:	Charges	\$ 28,000.00	\$ 30,801.68					\$ 30,801.68	110.01%	\$ (2,801.68)
	Penalties	\$ 500.00	\$ 5,382.16					\$ 5,382.16	1076.43%	\$ (4,882.16)
		\$ 28,500.00	\$ 36,183.84	\$ -	\$ -	\$ -		\$ 36,183.84	126.96%	\$ (7,683.84)

Swan Lake Sewer		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -	\$ -					\$ -	#DIV/0!	\$ -
	Contractual	\$ 189,350.00	\$ 24,672.60					\$ 24,672.60	13.03%	\$ 164,677.40
	Total:	\$ 189,350.00	\$ 24,672.60	\$ -	\$ -	\$ -		\$ 24,672.60	13.03%	\$ 164,677.40
Revenues:	Charges	\$ 151,000.00	\$ 14,879.56					\$ 14,879.56	9.85%	\$ 136,120.44
	Penalties	\$ 15,000.00	\$ 1,967.60					\$ 1,967.60	13.12%	\$ 13,032.40
		\$ 166,000.00	\$ 16,847.16	\$ -	\$ -	\$ -		\$ 16,847.16	10.15%	\$ 149,152.84

Youngs Hill Sewer		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -	#DIV/0!	\$ -
	Contractual	\$ 20,850.00	\$ 82.22					\$ 82.22	0.39%	\$ 20,767.78
	Total:	\$ 20,850.00	\$ 82.22	\$ -	\$ -	\$ -		\$ 82.22	0.39%	\$ 20,767.78
Revenues:	Charges	\$ 14,000.00	\$ 3,528.00					\$ 3,528.00	25.20%	\$ 10,472.00
	Penalties	\$ 500.00	\$ 110.87					\$ 110.87	22.17%	\$ 389.13
		\$ 14,500.00	\$ 3,638.87	\$ -	\$ -	\$ -		\$ 3,638.87	25.10%	\$ 10,861.13

Infirmiry Rd Sewer		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -	\$ -					\$ -	#DIV/0!	\$ -
	Contractual	\$ 132,250.00	\$ 1,016.52					\$ 1,016.52	0.77%	\$ 131,233.48
	Total:	\$ 132,250.00	\$ 1,016.52	\$ -	\$ -	\$ -		\$ 1,016.52	0.77%	\$ 131,233.48
Revenues:	Charges	\$ 1,500.00	\$ 1,354.20					\$ 1,354.20	90.28%	\$ 145.80
	Penalties	\$ -	\$ 135.42					\$ 135.42	0.00%	\$ (135.42)
		\$ 1,500.00	\$ 1,489.62	\$ -	\$ -	\$ -		\$ 1,489.62	99.31%	\$ 10.38

Loomis Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -		\$ -
	Contractual	\$ 34,000.00	\$ 2,712.64					\$ 2,712.64	7.98%	\$ 31,287.36
	District Sales	\$ 34,800.00	\$ 4,086.50					\$ 4,086.50	11.74%	\$ 30,713.50
	Total:	\$ 68,800.00	\$ 6,799.14	\$ -	\$ -	\$ -		\$ 6,799.14	9.88%	\$ 62,000.86
Revenues:	Sales	\$ 45,000.00	\$ 8,270.10					\$ 8,270.10	18.38%	\$ 36,729.90
	Summer SC	\$ 4,500.00	\$ -					\$ -	0.00%	\$ 4,500.00
	Water Charges	\$ 500.00	\$ 20.00					\$ 20.00	4.00%	\$ 480.00
	Penalties	\$ 1,500.00	\$ 744.64					\$ 744.64	49.64%	\$ 755.36
		\$ 51,500.00	\$ 9,034.74	\$ -	\$ -	\$ -		\$ 9,034.74	17.54%	\$ 42,465.26

Ferndale Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -	#DIV/0!	\$ -
	Contractual	\$ 42,500.00	\$ 1,673.57					\$ 1,673.57	3.94%	\$ 40,826.43
	District Sales	\$ 158,500.00	\$ 26,224.00					\$ 26,224.00	16.55%	\$ 132,276.00
	Total:	\$ 201,000.00	\$ 27,897.57	\$ -	\$ -	\$ -		\$ 27,897.57	13.88%	\$ 173,102.43
Revenues:	Sales	\$ 225,000.00	\$ 51,311.40					\$ 51,311.40	22.81%	\$ 173,688.60
	Summer SC	\$ 43,500.00	\$ -					\$ -	0.00%	\$ 43,500.00
	Water Charges	\$ 2,000.00	\$ 9,204.95					\$ 9,204.95	460.25%	\$ (7,204.95)
	Penalties	\$ 5,000.00	\$ 2,081.37					\$ 2,081.37	41.63%	\$ 2,918.63
		\$ 275,500.00	\$ 62,597.72	\$ -	\$ -	\$ -		\$ 62,597.72	22.72%	\$ 212,902.28

Stevensville Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -		\$ -
	Contractual	\$ 100,700.00	\$ 11,837.89					\$ 11,837.89	11.76%	\$ 88,862.11
	District Sales	\$ -	\$ -					\$ -	0.00%	\$ -
	Total:	\$ 100,700.00	\$ 11,837.89	\$ -	\$ -	\$ -		\$ 11,837.89	11.76%	\$ 88,862.11
Revenues:	Sales	\$ 225,000.00	\$ 44,560.00					\$ 44,560.00	19.80%	\$ 180,440.00
	Summer SC	\$ 40,000.00	\$ -					\$ -	0.00%	\$ 40,000.00
	Water Charges	\$ 6,000.00	\$ 818.12					\$ 818.12	13.64%	\$ 5,181.88
	Penalties	\$ 10,000.00	\$ 3,369.06					\$ 3,369.06	33.69%	\$ 6,630.94
		\$ 281,000.00	\$ 48,747.18	\$ -	\$ -	\$ -		\$ 48,747.18	17.35%	\$ 232,252.82

WSS Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -	0.00%	\$ -
	Contractual	\$ 39,750.00	\$ 2,061.45					\$ 2,061.45	5.19%	\$ 37,688.55
	District Sales	\$ -						\$ -	0.00%	\$ -
	Total:	\$ 39,750.00	\$ 2,061.45	\$ -	\$ -	\$ -		\$ 2,061.45	5.19%	\$ 37,688.55
Revenues:	Sales	\$ 53,000.00	\$ 14,702.95					\$ 14,702.95	27.74%	\$ 38,297.05
	Water Charges	\$ 1,000.00	\$ 90.00					\$ 90.00	9.00%	\$ 910.00
	Penalties	\$ 1,500.00	\$ 1,115.08					\$ 1,115.08	74.34%	\$ 384.92
		\$ 55,500.00	\$ 15,908.03	\$ -	\$ -	\$ -		\$ 15,908.03	28.66%	\$ 39,591.97

Indian Lake Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -	0.00%	\$ -
	Contractual	\$ 7,000.00	\$ 236.24					\$ 236.24	3.37%	\$ 6,763.76
	District Sales	\$ 3,300.00	\$ -					\$ -	0.00%	\$ 3,300.00
	Total:	\$ 10,300.00	\$ 236.24	\$ -	\$ -	\$ -		\$ 236.24	2.29%	\$ 10,063.76
Revenues:	Sales	\$ 10,000.00	\$ 2,658.80					\$ 2,658.80	26.59%	\$ 7,341.20
	Water Charges	\$ 200.00	\$ 60.00					\$ 60.00	30.00%	\$ 140.00
	Penalties	\$ 250.00	\$ 126.49					\$ 126.49	50.60%	\$ 123.51
		\$ 10,450.00	\$ 2,845.29	\$ -	\$ -	\$ -		\$ 2,845.29	27.23%	\$ 7,604.71

Cold Spring Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -	0.00%	\$ -
	Contractual	\$ 20,500.00	\$ 3,537.44					\$ 3,537.44	17.26%	\$ 16,962.56
	District Sales	\$ -	\$ -					\$ -	0.00%	\$ -
	Total:	\$ 20,500.00	\$ 3,537.44	\$ -	\$ -	\$ -		\$ 3,537.44	17.26%	\$ 16,962.56
Revenues:	Charges	\$ 15,100.00	\$ 4,257.50					\$ 4,257.50	28.20%	\$ 10,842.50
	Penalties	\$ 1,000.00	\$ 509.87					\$ 509.87	50.99%	\$ 490.13
		\$ 16,100.00	\$ 4,767.37	\$ -	\$ -	\$ -		\$ 4,767.37	29.61%	\$ 11,332.63

Route 55 Water		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -						\$ -		\$ -
	Contractual	\$ 20,000.00	\$ 5,196.17					\$ 5,196.17	25.98%	\$ 14,803.83
	District Sales	\$ 70,300.00	\$ 8,585.50					\$ 8,585.50	12.21%	\$ 61,714.50
	Total:	\$ 90,300.00	\$ 13,781.67	\$ -	\$ -	\$ -		\$ 13,781.67	15.26%	\$ 76,518.33
Revenues:	Sales:	\$ 65,346.00	\$ 13,531.50					\$ 13,531.50	20.71%	\$ 51,814.50
	Charges	\$ 500.00	\$ 30.00					\$ 30.00	6.00%	\$ 470.00
	Summer SC	\$ 12,000.00	\$ -					\$ -	0.00%	\$ 12,000.00
	Penalties	\$ 3,500.00	\$ 1,121.26					\$ 1,121.26	32.04%	\$ 2,378.74
		\$ 81,346.00	\$ 14,682.76	\$ -	\$ -	\$ -		\$ 14,682.76	18.05%	\$ 66,663.24

Traffic Control/Signs		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Contractual	\$ 6,800.00	\$ 2,800.00				\$ 2,800.00	41.18%	\$ 4,000.00

Super of Highways		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 133,071.00	\$ 29,809.44				\$ 29,809.44	22.40%	\$ 103,261.56
	Equipment	\$ -	\$ -				\$ -	0.00%	\$ -
	Contractual	\$ 3,000.00	\$ 343.75				\$ 343.75	11.46%	\$ 2,656.25
	Total:	\$ 136,071.00	\$ 30,153.19	\$ -	\$ -	\$ -	\$ 30,153.19	22.16%	\$ 105,917.81

Town Barn/Garage		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ -					\$ -	#DIV/0!	\$ -
	Equipment	\$ -					\$ -	0.00%	\$ -
	Contractual	\$ 61,555.00	\$ 29,179.24				\$ 29,179.24	47.40%	\$ 32,375.76
	Total:	\$ 61,555.00	\$ 29,179.24	\$ -	\$ -	\$ -	\$ 29,179.24	47.40%	\$ 32,375.76

Bridges		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Contractual	\$ 97,000.00	\$ 57,000.00				\$ 57,000.00	58.76%	\$ 40,000.00

Machinery		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 142,277.00	\$ 32,254.39				\$ 32,254.39	22.67%	\$ 110,022.61
	Equipment	\$ -	\$ 399.99				\$ 399.99	#DIV/0!	\$ (399.99)
	Contractual	\$ 150,000.00	\$ 47,927.20				\$ 47,927.20	31.95%	\$ 102,072.80
	Total:	\$ 292,277.00	\$ 80,581.58	\$ -	\$ -	\$ -	\$ 80,581.58	27.57%	\$ 211,695.42

Brush and Weed		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Equipment	\$ -					\$ -	#DIV/0!	\$ -
	Contractual	\$ 3,500.00	\$ -				\$ -	0.00%	\$ 3,500.00

Snow Removal		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 462,502.00	\$ 227,812.39				\$ 227,812.39	49.26%	\$ 234,689.61
	Equipment	\$ -	\$ -				\$ -	#DIV/0!	\$ -
	Contractual	\$ 330,000.00	\$ 145,265.79				\$ 145,265.79	44.02%	\$ 184,734.21
	Total:	\$ 792,502.00	\$ 373,078.18	\$ -	\$ -	\$ -	\$ 373,078.18	47.08%	\$ 419,423.82

Highway Improvements		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 496,578.00					\$ -	0.00%	\$ 496,578.00
	Contractual	\$ 508,700.00	\$ 8,700.00				\$ 8,700.00	1.71%	\$ 500,000.00
	ARPA	\$ -					\$ -	#DIV/0!	\$ -
	Total:	\$ 1,005,278.00	\$ 8,700.00	\$ -	\$ -	\$ -	\$ 8,700.00	0.87%	\$ 996,578.00

CHIPS		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Contractual	\$ 644,000.00	\$ -				\$ -	0.00%	\$ 644,000.00
Revenues:		\$ 644,000.00	\$ -				\$ -	0.00%	\$ 644,000.00

Parks and Recreation Admin		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 155,052.00	\$ 39,401.50				\$ 39,401.50	25.41%	\$ 115,650.50
	Equipment	\$ 1,000.00	\$ -				\$ -	0.00%	\$ 1,000.00
	Contractual	\$ 5,155.00	\$ 1,164.44				\$ 1,164.44	22.59%	\$ 3,990.56
	Total:	\$ 161,207.00	\$ 40,565.94	\$ -	\$ -	\$ -	\$ 40,565.94	25.16%	\$ 120,641.06

Play and Rec		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 2,000.00	\$ 96.00				\$ 96.00	4.80%	\$ 1,904.00
	Equipment	\$ -	\$ -				\$ -	0.00%	\$ -
	Contractual	\$ 5,900.00	\$ 1,374.05				\$ 1,374.05	23.29%	\$ 4,525.95
	Total:	\$ 7,900.00	\$ 1,470.05	\$ -	\$ -	\$ -	\$ 1,470.05	18.61%	\$ 6,429.95
Revenue:		\$ 17,000.00	\$ 7,590.00				\$ 7,590.00	44.65%	\$ 9,410.00

Concession		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 11,000.00	\$ -				\$ -	0.00%	\$ 11,000.00
	Equipment	\$ 500.00	\$ -				\$ -	0.00%	\$ 500.00
	Contractual	\$ 9,000.00	\$ 271.33				\$ 271.33	3.01%	\$ 8,728.67
	Total:	\$ 20,500.00	\$ 271.33	\$ -	\$ -	\$ -	\$ 271.33	1.32%	\$ 20,228.67
Revenue:		\$ 9,000.00	\$ 50.00				\$ 50.00	0.56%	\$ 8,950.00

Day Camp		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 110,565.00	\$ 165.66				\$ 165.66	0.15%	\$ 110,399.34
	Equipment	\$ -	\$ -				\$ -	0.00%	\$ -
	Contractual	\$ 7,000.00	\$ 33.42				\$ 33.42	0.48%	\$ 6,966.58
	Total:	\$ 117,565.00	\$ 199.08	\$ -	\$ -	\$ -	\$ 199.08	0.17%	\$ 117,365.92
Revenue:		\$ 125,000.00	\$ 60,875.00				\$ 60,875.00	48.70%	\$ 64,125.00

Pool		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 83,000.00	\$ -				\$ -	0.00%	\$ 83,000.00
	Equipment	\$ 1,000.00	\$ -				\$ -	0.00%	\$ 1,000.00
	Contractual	\$ 25,000.00	\$ 909.80				\$ 909.80	3.64%	\$ 24,090.20
	Total:	\$ 109,000.00	\$ 909.80	\$ -	\$ -	\$ -	\$ 909.80		\$ 108,090.20
Revenue:		\$ 20,000.00	\$ 7,590.00				\$ 7,590.00	37.95%	\$ 12,410.00

Parks		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 147,730.00	\$ 17,396.01					\$ 17,396.01	11.78%	\$ 130,333.99
	Equipment	\$ 2,200.00	\$ -					\$ -	0.00%	\$ 2,200.00
	<u>Contractual</u>	<u>\$ 41,500.00</u>	<u>\$ 3,074.51</u>					<u>\$ 3,074.51</u>	<u>7.41%</u>	<u>\$ 38,425.49</u>
	Total:	\$ 191,430.00	\$ 20,470.52	\$ -	\$ -	\$ -		\$ 20,470.52	10.69%	\$ 170,959.48

Youth Football/Cheerleading		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Contractual	\$ 4,500.00	\$ -					\$ -	0.00%	\$ 4,500.00
Revenue		\$ 4,500.00	\$ -	\$ -	\$ -	\$ -		\$ -	0.00%	\$ 4,500.00

Celebrations		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Contractual	\$ 6,000.00						\$ -	0.00%	\$ 6,000.00

*\$11,000 was for fireworks not budgeted

**\$6,300 received from Camps for fireworks

Programs for Aging		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ -						\$ -		\$ -
	Equipment	\$ 500.00						\$ -	0.00%	\$ 500.00
	<u>Contractual</u>	<u>\$ 1,000.00</u>						<u>\$ -</u>	<u>0.00%</u>	<u>\$ 1,000.00</u>
	Total:	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -		\$ -	0.00%	\$ 1,500.00

Senior Citizen Programs		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
	<u>Contractual</u>	<u>\$ 1,250.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	<u>0.00%</u>	<u>\$ 1,250.00</u>
	Total:	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -		\$ -	0.00%	\$ 1,250.00

Sabrina Artel
201 Cold Spring Road
Liberty, NY 12754
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April 3, 2025

Liberty Town Board

120 Main Street Liberty, NY 12754

supervisordemayo@townofliberty.org

l.dutcher@townofliberty.org

Dear Supervisor DeMayo and Board Members:

I have lived in and been a taxpayer in Liberty for 31 years. I am very concerned about the threats to our town and the county at large by development decisions that are already causing harm. I strongly oppose the proposed revisions to the Town law governing planned unit developments (PUDs). This letter and the comments that I made publicly at the public hearing on March 3, 2025, are based on my personal and professional experience.

I am trained as a journalist and media producer. I work both locally and on a nationally syndicated television show on PBS. Part of what I do requires engagement with the community and sharing the stories of who we are. My show Sabrina's Trailer Talk, some of you may be familiar with and have even joined me for conversations over the years. My show airs weekly on our local public radio station, WJFF Radio Catskill. My show highlights issues of the region. I speak for myself and also the many people, our neighbors, about how Liberty is handling its land use and management. I have discovered that I am not alone in being quite upset about the rapid spread of high-density development.

I am opposed to the PUD Zoning Law in our town and feel strongly that the Board should not move forward with it. What's the vision for our town? Do we have a long view about what's best for future generations and the resources that sustain us.

We do have a comprehensive plan (and sure let's update it) but the current one has many important points. We know open space is scarce and is being overtaken. This has many harmful consequences. We know that tourism has economic value and that many in this town and community have dedicated themselves to its revitalization. Based on protecting open space this PUD does not do that and allowing it in agricultural districts is not permitted or advisable. We all know that the basis of our county and town is tourism and recreation, anchored in its character -- small and rural towns. We know and it is

documented that what we already have here in the Catskills of Sullivan County can sustain us economically. It is imperative to build upon our already existing and cherished character and towards the beautification of Liberty. The existing comprehensive plan already does this.

The PUD Law is contrary to the Comprehensive plan, to its vision and puts our economic assets at risk. We see now clear proof here in Liberty and in other towns throughout our county that development is not being done right. We can look to towns like Fallsburg that are experiencing serious water issues, including wells running dry. Imagine turning on your faucet and no water comes out. That's serious. We know that water is not only an essential resource but one that is finite. So, we have economic threats to water and land at our doorstep now.

In the Sullivan County 239 review (this is a county evaluation that addresses impact beyond the town's borders) it reads in part in **VII under Technical Comments**:

We are aware of the Town's intentions to update the Comprehensive Plan. The current amendments to the PUD law are in alignment with the current plan, but the overall PUD Law may not be. The Town will likely need to revisit the law once a new comprehensive plan is in place.

Under the section, **Sullivan County Farmland Protection Board Comments**:

The Board recommends limiting the denser uses out of the less dense agricultural zoning districts, which are the AC and IC districts. Specifically, PUD's increase property usage and lead to traffic increases, and it seems conflicting to add more intense use developments to rural and ag conservation districts.

To recap: Our economic assets are under threat. The PUD law does not comply with our comprehensive plan. If the PUD law is accepted it sets a dangerous precedent and ignores the wishes of many community members, some going back five generations and more.

I ask that we think about what's possible instead by making decisions that support our rural way of life. I ask that decisions not be made out of desperation or pressure that we cannot retract. I love where I live. Let's be good neighbors and build on the valuable resources we already have here.

Thank you for your service, for your consideration and for listening.

Respectfully,

Sabrina Artel

Premium Summary

Policy Type	Expiring Carrier	A.M. Best Rating	Admit in NY	Expiring Premium	Proposed Carrier	A.M. Best Rating	Admit in NY	Proposed Premium
Property	NYMIR	A – VII	Y	\$35,614.79	NYMIR	A – VII	Y	\$41,651.21
General Liability	NYMIR	A – VII	Y	\$99,628.00	NYMIR	A – VII	Y	\$101,261.00
Crime	NYMIR	A – VII	Y	\$1,490.00	NYMIR	A – VII	Y	\$1,490.00
Cyber	NYMIR	A – VII	Y	\$2,924.00	NYMIR	A – VII	Y	\$2,924.00
Inland Marine	NYMIR	A – VII	Y	\$10,412.00	NYMIR	A – VII	Y	\$10,615.00
Law Enforc.	NYMIR	A – VII	Y	\$0.00	NYMIR	A – VII	Y	\$1,729.00
Public Off.	NYMIR	A – VII	Y	\$7,156.00	NYMIR	A – VII	Y	\$7,514.00
Business Auto	NYMIR	A – VII	Y	\$39,321.00	NYMIR	A – VII	Y	\$41,943.00
Umbrella	NYMIR	A – VII	Y	\$13,536.00	NYMIR	A – VII	Y	\$14,233.00
OCP	NYMIR	A – VII	Y	\$275.00	NYMIR	A – VII	Y	\$275.00
Total Premium				\$210,356.79				\$223,635.21

Subject To:

-Terrorism coverage must be accepted or declined prior to binding of policy.

-Higher limits of liability may be available to you. If you would like a quotation for higher limits, please let us know.

-This is a proposal for Insurance Agent or Broker services. Additional Risk Management services require a separate signed contract.

The abbreviated outline of insurance coverage contained in this proposal is not intended to express any legal opinion as to the nature of coverage. The abbreviated summary of insurance coverage set forth in this proposal is subject to all of the terms, conditions, exclusions and limitations of the policy(ies) in current use by the insurance company(ies) listed for the summarized coverage. In order to fully understand the terms, conditions, exclusions and limitations of the insurance policy(ies) referred to in this proposal, you should request and review a specimen copy of the policy(ies).

Proposal accepted as presented:

Authorized Signature

Date

TOWN BOARD & DELAWARE ENGINEERING WORKSESSION MTG.
PLACE: SENIOR CITIZEN CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: January 30, 2025
TIME: 6:00 P.M.

PRESENT:

Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember John Lennon
Councilmember Bruce Davidson
Councilmember Vincent McPhillips

ABSENT:

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Kenneth Klein, Town Attorney
Nick Rusin, Confidential Secretary
Cheryl Gerow, Finance Director
Damon Knack, Water & Sewer Foreman
Wayne Banks, Water & Sewer Laborer II
Dave Ohman, Delaware Engineering
Dan Fagnani, Delaware Engineering
Derek Kirk, Sullivan County Democrat

The Board discussed various strategies to address the Notice of Violation (NOV) and potential upgrades to the wastewater treatment plant. Key points included the need to handle rags and screenings, improve sludge management, and address flow issues. Several options were considered, including temporary measures like hiring personnel to manually manage screenings and installing temporary dewatering systems. Long-term solutions involved upgrading the headworks and potentially moving to a Membrane Bioreactor (MBR) system for better treatment efficiency. The board also discussed funding challenges and the importance of securing additional grants. A decision on the path forward is expected soon, with a focus on balancing immediate compliance needs with long-term sustainability and cost-effectiveness.

The Worksession was adjourned at 8:00 p.m.

TOWN BOARD & DELAWARE ENGINEERING WORKSESSION MTG.
PLACE: SENIOR CITIZEN CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: January 30, 2025
TIME: 6:00 P.M.

Motion: Supervisor Frank DeMayo

Second: Councilmember John Lennon

5 AYES Carried

Respectfully submitted,

Laurie Dutcher, Town Clerk

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 2/3/25
TIME: 10:00 A.M.

PRESENT:

Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember John Lennon
Councilmember Bruce Davidson
Councilmember Vincent McPhillips

ABSENT:

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Denise Curry Court Manager
Matt DeWitt Highway Superintendent
Cheryl Gerow Finance Director
Joanne Gerow Dog Control Officer
James Guara Park & Recreation Director
Damon Knack Water & Sewer Foreman
Tammy Wilson Building Dept.
Sunsoree Young Assessor

System Upgrades

Open Gov software updates- Budgeting & Planning/Permitting & Licensing
Microsoft 365 Training-TEAMS
NeoGov training site and how it pertains to Human Resources

Departments

Safety Plan for each Department
Required documentation for insurance reporting
Vetting Vendors and Insurance requirements
Comp time for Department Heads
Schedule Employee Committee meetings



Assessor's Office

Department Head Report

January 2025

Deeds received

Town - 36

Village – 18

Combination: 1

Splits: 1

Data Entry, deeds, permits, valuation etc.....

Sent Roll for Town & County tax bill

Donna Wainman

Kevin (data collector) - work scheduled

Brad (data collector) – work scheduled

Town of Liberty Justice Court

	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan
V&T Appearances	180	145	125	0	0	110
Criminal Appearances	262	270	433	288	266	370
Ordinance Appearances	0	11	9	17	18	14
Civil Appearances	24	13	18	16	9	11
Total Fines Collected	\$59,956.00	<u>\$62,397.00</u>	\$71,366.00	\$46,763.00	<u>\$44,989.50</u>	\$53,217.00
Total Fines to Town	<u>\$27,786.00</u>	<i>not available</i>	<u>\$41,126.00</u>	<u>\$23,582.00</u>	<u>\$16,015.50</u>	<i>not available</i>
Total Fines to Village	<u>\$465.00</u>	<u><i>not available</i></u>	\$295.00	<u>\$85.00</u>	<u>\$10,395.00</u>	<i>not available</i>

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

DATE: January 31, 2025
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: January Monthly Report

The following took place in the Finance Office for the month of January:

1. Closed out 2024 payroll, issued W2's and filed necessary year end reports for both the Town and Village
2. Opened 2025 payroll along with data entering various payroll changes (salary changes, vacation/sick/personal time, deduction changes)
3. Issued 1095C to employees for the Affordable Care Act and electronically filed with the IRS
4. Closed out 2024 Fiscal Year and did necessary work to open up 2025 Fiscal Year
5. Completed 2024 NYS Department of Labor Log of Work Related Injuries and notified Department Heads of mandatory reporting requirements for 2025
6. Notified Department Heads of new forms required for Workers Compensation Claims
7. Completed Compensated Absence Report
8. Completed report on Health Insurance for Retirees
9. Submitted payroll information to county for 2025 Certification
10. Established Hourly Billable Rates for the Water and Sewer Department
11. Issued 1099-misc to vendors and electronically filed forms
12. Submitted year-end information to auditor's and began supplying other requested information for 2024 audit
13. Completed 2024 Investment Report
14. Submitted renewal application for general liability insurance and provided various policies and manuals
15. Notified Golden Park Apartment and Belmont Management of their PILOT payment due by January 31, 2025. Received Belmont Management's payment on January 17, 2025.
16. Provided information for two FOIL requests

17. Submitted items needing attention to the County IT Department
18. Provided OpenGov with 2024 YTD expenditures, revenues and trial balances
19. Worked with Building Department BAS software vendor to sync data entered into RPS for the Assessor's Office
20. Sent out canvass letters for part-time Account Clerk in the Water and Sewer Department
21. Completed 2024 quarterly/year to date expenditure report for departments
22. All other daily duties and responsibilities

**TOWN OF LIBERTY
HIGHWAY DEPARTMENT
DEPARTMENT HEAD REPORT
Matthew DeWitt, Highway Superintendent
January 2025**

Improvements/Maintenance:

- 1 day trimming trees and brush – East Hill, Willi Hill
- 1 day cut trees from storms – Tanzman, Aden, Benton Hollow
- 3 days cold patch – Muhlig, Breezy Hill, Shore, Route #10, #17

Winter:

- Thursday, January 2: 3AM – 3:30PM, 1" snow
- Friday, January 3: 5AM – 3:30PM, 1" snow
- Saturday, January 11: 5AM – 12PM, 3" snow
- Wednesday, January 15: 4AM – 3:30PM, 2" snow
- Thursday, January 16: 7AM – 5PM, 1" snow
- Friday, January 17: 5AM – 3:30PM, 1" snow
- Saturday, January 18: 3PM – 7PM, 1" snow
- Sunday, January 19: 4PM – 9:30PM, 3" snow
- Monday, January 20: 4AM – 8AM, 1" snow
- Sunday, January 26: 9AM – 1PM, 2" snow
- Tuesday, January 28: 7AM – 3:30PM, 1" snow
- Wednesday, January 29: 4AM – 3:30PM, 1" snow/drifts
- Thursday, January 30: 4AM – 3:30PM, 1" snow/drifts

Facilities:

- Gutters need to be repaired - pending
- Parking lot needs repaving - on hold
- Fuel system needs to be replaced – requesting quotes

Equipment/Vehicles:

- 9 days maintenance and cleaning of winter equipment
- Replaced transmission inf #22
- Replaced clutch in #14
- Replaced mower axle
- Replaced axle hub in #17
- Fabrication of #9 complete

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Marriage License Permits TOWN CLERK	Marriage License Fee	2	35.00
		Refuse Collection	17	1,650.00
		EZ Pass	12	300.00
		Marriage Certificate	3	30.00
		Notary Fees	35	70.00
			Sub-Total:	\$2,085.00
A1620.4	Central Printing & Mailing	Photo Copies	208	52.00
			Sub-Total:	\$52.00
A2544	Dog Licensing SENIOR	Female, Spayed	2	18.00
		Female, Unspayed	1	12.50
		Male, Neutered	2	18.00
		Male, Unneutered	2	25.00
		SENIOR	1	-5.00
			Sub-Total:	\$68.50
A2545	Dog	Redeemed Dog	2	150.00
			Sub-Total:	\$150.00
A3510.4	Dog	Reimbursement Of Expenses	2	50.00
			Sub-Total:	\$50.00
B2115	Building Fees	Special Use	3	900.00
		Subdivision	1	300.00
			Sub-Total:	\$1,200.00
B2770	Building Fees	Bldg Inspections Public Assembly	1	75.00
		Building Inspections Multi Family	2	290.00
		Building Permit	24	30,826.00
		Commercial Establishment Inspections	2	150.00
		Fire Inspections	4	410.00
		Municipal Search	20	2,000.00
			Sub-Total:	\$33,751.00
B3620.4	Reimbursement of Expenses	Reimbursement Of Expenses	2	35.00
			Sub-Total:	\$35.00

Total Local Shares Remitted: \$37,391.50

Amount paid to: Ny State Dept. Of Health 45.00

Amount paid to: NYS Ag. & Markets for spay/neuter program 13.00

Total State, County & Local Revenues: \$37,449.50

Total Non-Local Revenues: \$58.00

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

Payment Statistics Town Of Liberty

User: Laurie65

1/1/2025 - 1/30/2025

Paid Where	Payment Count	Percentage	Total Tax
Counter	854	22.77	(\$1,852,644.50)
Escrow	862	22.98	(\$2,144,545.04)
Internet	371	9.89	(\$742,161.17)
Mail	1664	44.36	(\$3,527,290.60)
	3751		(\$8,266,641.31)

Total Full Payments:	3582
Total Partial Payments:	141

Total Number of Cash, Check and Credit Card Payments		
Cash Payments:	122	(\$163,700.96)
Check Payments:	3270	(\$7,360,823.06)
Credit Payments:	371	(\$742,161.17)
<i>Categories may overlap because some people may have paid with a combination of cash, check and credit.</i>		

Balancing Report Town Of Liberty

Warrant	\$15,515,530.30
Adjustments	\$0.00
STAR Savings	\$0.00
Adjusted Warrant	\$15,515,530.30

Full Payments	\$8,003,623.56
Partial Payments	\$263,017.75
Direct to County	\$0.00 <i>(NOT deposited in the bank)</i>

Direct To County	\$0.00
Direct Penalties	\$0.00
Total Direct	\$0.00

Tax Collected	\$8,266,641.31	Collected	53.28%
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Tax - Direct	\$8,266,641.31		
Service Charges	\$0.00		
Surcharges	\$0.00		
Misc Collected	\$3.88		
Penalties	\$0.00		
2nd Notice Fees	\$0.00		
Bad Check Fee Paid	\$40.00	Bad Check Fees Billed	(\$100.00)
Net Deposit	\$8,266,685.19		
Not Collected	\$7,248,888.99		

Credit	\$742,161.17
Cash	\$163,700.96
Check	\$7,360,823.06
Total Deposit	\$8,266,685.19

DEPARTMENT HEAD REPORT
WATER & SEWER DEPARTMENT
February 3, 2025

1. January has been very busy due to the cold weather. We have been dealing with lots of frozen service lines and meters that have been leaking.
2. When we are not looking for leaks, the guys have been checking hydrants and bleeders, reading meters, testing meters and painting in the pump houses. They also serviced the pumps and blowers at the Swan Lake plant.
3. On January 24th Cyclops Equipment installed the new flow meter at the Swan Lake plant with our help.
4. Wayne and I have been working with Delaware Engineering to try and come up with ideas on how to address some of the issues at the Swan Lake plant before the deadline.
5. Any other items that may arise prior to meeting.

2024

Tax Collector		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -	\$ -		\$ 9,500.00	100.00%	\$ -
	Contractual	\$ 9,375.00	\$ 508.35	\$ 283.76	\$ 2,941.55	\$ 6,198.30		\$ 9,931.96	105.94%	\$ (556.96)
	Total:	\$ 18,875.00	\$ 508.35	\$ 9,783.76	\$ 2,941.55	\$ 6,198.30		\$ 19,431.96	102.95%	\$ (556.96)

Town Clerk		Budgeted	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		Cumulative	% Expended	Balance
Expenditures:	Per Serv	\$ 104,594.00	\$ 26,421.41	\$ 16,001.44	\$ 31,059.89	\$ 34,821.91		\$ 108,304.65	103.55%	\$ (3,710.65)
	Equipment	\$ 4,000.00	\$ -	\$ -	\$ 1,089.99	\$ 1,773.99		\$ 2,863.98	71.60%	\$ 1,136.02
	Contractual	\$ 10,460.00	\$ 798.96	\$ 2,940.18	\$ 2,708.41	\$ 3,060.61		\$ 9,508.16	90.90%	\$ 951.84
	Total:	\$ 119,054.00	\$ 27,220.37	\$ 18,941.62	\$ 34,858.29	\$ 39,656.51		\$ 120,676.79	101.36%	\$ (1,622.79)
Revenues:		\$ 6,000.00	\$ 2,180.06	\$ 1,879.96	\$ 1,804.40			\$ 5,864.42	97.74%	\$ 135.58

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 2/3/25
TIME: 10:00 A.M.

The Worksession was adjourned at 10:53 a.m.

Motion: Supervisor Frank DeMayo

Second: Councilmember Bruce Davidson

5 AYES Carried

Respectfully submitted,

Laurie Dutcher, Town Clerk

TOWN OF LIBERTY, SULLIVAN COUNTY -SCORING SUMMARY 2/19/25

Request for Qualifications (RFQ) #1-25 for Engineering Services

Liberty Business Park (Old Route 17) Corridor Infrastructure Upgrades

FIRM NAME	FRANK DEMAYO	DEAN FARRAND	VINCENT MCPHILLIPS	JOHN LENNON	BRUCE DAVIDSON	TOTAL SCORE
DELAWARE ENGINEERING 55 South Main St. Oneonta, NY 13820	95	95	50	94	80	414
FAGAN ENGINEERS & LAND SURVEYORS, P.C. 113 East Chemung Place Elmira, NY 14904	60	60	100	83	80	383
C&S ENGINEERS, INC. 499 Col. Eileen Collins Blvd. Syracuse, NY 13212	60	60	70	87	60	337
PITINGARO & DOETSCH CONSULTING ENGINEERS 20 Industrial Drive Middletown, NY 10941	55	50	60	50	70	285
FELLENZER ENGINEERING, LLP 22 Mulberry Street, Suite 2A Middletown, NY 10940	55	65	85	70	60	335

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

At the Regular Meeting of the Town Board of the Town of Liberty held on 3/17/2025 at 6:30 p.m., the following were present:

PRESENT:

Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember John Lennon

ABSENT:

Councilmember Bruce Davidson

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Town Attorney Kenneth Klein
Finance Director Cheryl Gerow
Confidential Secretary Nick Rusin

PLEDGE OF ALLEGIANCE

MARSHALL & STERLING –INSURANCE PRESENTATION

Discussion on the 2025 insurance proposal from Marshall Sterling, including introductions of key personnel and a summary of the insurance renewal details. The renewal sees a 4% increase due to loss ratios and inflation in property values. The team emphasizes the importance of maintaining safety and reducing risks to manage premium costs. They've introduced free benefits like Helix Intel, a computerized maintenance management system, and a new appraisal program.

CORRESPONDENCE

INCOMING:

1. Copy of Park & Recreation meeting minutes of 1/8/2025.
2. Copy of Park & Recreation meeting minutes of 2/4/2025.
3. Correspondence regarding the Sullivan County Division of Public Safety Office of Rabies Control Workshop to be held on 4/30/2025.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

4. Copy of Decision and Order regarding the assessed value of solar and wind energy systems.
5. Correspondence from Dillon Fontaine, CLCS, CRIS of Marshall & Sterling regarding the meeting and discussions around Advanced Disaster Recovery.
6. Copy of the Town of Liberty Marketing Summary Report.
7. Copy of NYMIR Stewardship Report for the Town of Liberty.
8. Copy of Insurance Valuation Report for Tangible Property Assets for the Town of Liberty.

OUTGOING:

ACCEPTANCE OF INCOMING CORRESPONDENCE

The Town Board accepts the incoming correspondence.

Motion: Councilmember Dean Farrand
Second: Councilmember John Lennon
4 AYES Carried

NEW BUSINESS

APPROVAL OF THE MONTHLY REPORTS

The Town Board does hereby approve the following monthly reports:

- Town Clerk's Report 2/25
- Revenue & Expense Report 2/25
- Supervisor's Report 2/25

Motion: Councilmember Dean Farrand
Second: Councilmember John Lennon
4 AYES Carried

APPROVAL OF AUDITS

The Town Board does hereby approve of the audit as follows:

- March, 2025 Abstract Claims #326 to #463 totaling \$474,193.24.
- February, 2025 General Ledger Abstract Claims #40 to #66 totaling \$354,013.03.
- February, 2025 Post Audit Claims #301 to #325 totaling \$166,445.39.
- Approval of voucher for Waste Management in the amount of \$1,206.49.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

Motion: Councilmember John Lennon
Second: Councilmember Dean Farrand
4 AYES Carried

APPROVAL OF THE MINUTES AS SUBMITTED BY THE TOWN CLERK

The Town Board approved the following minutes as submitted by the Town Clerk.

- Monthly Worksession Mtg. 3/3/25
- PUD Public Hearing 3/3/25
- Reg. Monthly Mtg. 3/3/25

Motion: Councilmember Dean Farrand
Second: Councilmember John Lennon
4 AYES Carried

LOCAL LAW #2 OF 2025 INTRODUCED-PLANNING BOARD

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Center, 119 North Main Street, Liberty, New York, in said Town, on the 17th day of March, 2025, at 6:30 p.m., prevailing time.

The meeting was called to order by Supervisor DeMayo and upon roll being called, the following were:

PRESENT: Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember John Lennon

ABSENT: Councilmember Bruce Davidson

The following resolution was introduced by Councilmember Dean Farrand, who moved its adoption, and seconded by Councilmember John Lennon, to wit:

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

BE IT RESOLVED, that introductory Local Law No. 3 of the Year 2025 entitled “A local law amending Section 31-4 of Chapter 31 entitled “Planning Board” of the Code of the Town of Liberty, Sullivan County, New York” is hereby introduced before the Town Board of the Town of Liberty, County of Sullivan, State of New York; and

BE IT FURTHER RESOLVED, that copies of the aforesaid local law be laid upon the desk of each member of the Town Board; and

BE IT FURTHER RESOLVED, that the Town Board hereby determines the aforesaid local law to be a Type II Action pursuant to §617.5(26) and (33) of the regulations promulgated under the State Environmental Quality Review Act (“SEQRA”); and

BE IT FURTHER RESOLVED, that the Town Board hold a public hearing on the aforesaid local law at the Town of Liberty Senior Center, 119 North Main Street, Liberty, New York, at 6:00 p.m., prevailing time, on April 7, 2025; and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the Sullivan County Democrat, of such public hearing at least five (5) days prior thereto.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, resulting as follows:

Supervisor Frank DeMayo	voting	AYE
Councilperson Dean Farrand	voting	AYE
Councilperson Vincent McPhillips	voting	AYE
Councilperson John Lennon	voting	AYE
Councilperson Bruce Davidson	voting	ABSENT

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

The resolution was thereupon declared duly adopted.

LOCAL LAW #3 OF 2025 INTRODUCED-FINES

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Center, 119 North Main Street, Liberty, New York, in said Town, on the 17th day of March, 2025, at 6:30 p.m., prevailing time.

The meeting was called to order by Supervisor DeMayo and upon roll being called, the following were:

PRESENT: Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember John Lennon

ABSENT: Councilmember Bruce Davidson

The following resolution was introduced by Supervisor Frank DeMayo, who moved its adoption, and seconded by Councilmember Dean Farrand, to wit:

BE IT RESOLVED, that introductory Local Law No. 4 of the Year 2025 entitled "A local law amending the Code of the Town of Liberty, Sullivan County, New York with respect to the imposition of fines" is hereby introduced before the Town Board of the Town of Liberty, County of Sullivan, State of New York; and

BE IT FURTHER RESOLVED, that copies of the aforesaid local law be laid upon the desk of each member of the Town Board; and

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

BE IT FURTHER RESOLVED, that the Town Board hereby determines the aforesaid local law to be a Type II Action pursuant to §617.5(26) and (33) of the regulations promulgated under the State Environmental Quality Review Act (“SEQRA”); and

BE IT FURTHER RESOLVED, that the Town Board hold a public hearing on the aforesaid local law at the Town of Liberty Senior Center, 119 North Main Street, Liberty, New York, at 6:15 p.m., prevailing time, on April 7, 2025; and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the Sullivan County Democrat, of such public hearing at least five (5) days prior thereto.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, resulting as follows:

Supervisor Frank DeMayo	voting	AYE
Councilperson Dean Farrand	voting	AYE
Councilperson Vincent McPhillips	voting	AYE
Councilperson John Lennon	voting	AYE
Councilperson Bruce Davidson	voting	ABSENT

The resolution was thereupon declared duly adopted.

APPROVAL OF THE 2025 MUNICIPAL CLEANUP AGREEMENT WITH SULLIVAN COUNTY

The Town Board of the Town of Liberty does hereby approve and authorize the Supervisor to execute the Municipal Cleanup Agreement between the County of Sullivan and the Town of Liberty.

Motion: Councilmember John Lennon
Seconded: Councilmember Dean Farrand
4 AYES Carried

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

TOWN CLEAN-UP SET

The Town Board, upon the recommendation of the Highway Superintendent sets the Town Clean-up for May 8, 9 & 10.

Motion: Councilmember John Lennon
Seconded: Councilmember Dean Farrand
4 AYES Carried

SUPERVISOR AUTHORIZED TO CHANGE TOWN WEBSITE FROM .ORG TO .GOV

Supervisor authorized to change the Town website from .org to .gov.

Motion: Councilmember Dean Farrand
Seconded: Councilmember John Lennon
4 AYES Carried

CONSIDER NAMING THE TOWN BOARD TO SERVE AS LEAD AGENCY-PARKSVILLE O&W RAIL TRAIL CONNECTION PROJECT

Consider naming the Town Board to serve as Lead Agency for SEQR for the Parksville O&W Rail Trail Connection Project and to send letters to interested agencies.

Motion: Councilmember Dean Farrand
Seconded: Councilmember John Lennon
4 AYES Carried

SEQR UPDATE & ACCEPTANCE- PARKSVILLE O&W RAIL TRAIL CONNECTION PROJECT

The Town Board updates SEQR Part 1 and accepts it for the Parksville O&W Rail Trail Connection Project.

Motion: Councilmember Dean Farrand
Seconded: Councilmember John Lennon
4 AYES Carried

CAP RATE REALTY, LLC TO DEPOSIT ADDITIONAL ESCROW MONEY-DEVANY RD.

The Town Board is requiring an additional \$5,000 in escrow from Cap Rate Realty, LLC for engineering review of Devany Rd.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

Motion: Councilmember Dean Farrand
Seconded: Councilmember John Lennon
4 AYES Carried

PRELIMINARY ENGINEERING REPORT (PER) SLWWTP UPGRADE-AMENDMENT NO. 1 APPROVED

The Town Board approved the Preliminary Engineering Report (PER) Amendment No. 1 for the Swan Lake Wastewater Treatment Plant Upgrade.

Motion: Supervisor Frank DeMayo
Seconded: Councilmember Dean Farrand
No: Councilmember Vincent McPhillips
3 AYES Carried

APPROVAL OF TEMPORARY DOPPLER METER-\$2,600.

The Town Board authorized the installation and configuration of a vendor supplied temporary Doppler meter (with a 1-month rental), alongside Town-owned Doppler meter to confirm the accuracy of the flow meters at a cost of \$2,600 from Cyclops Process Equipment.

Motion: Councilmember John Lennon
Seconded: Councilmember Dean Farrand
4 AYES Carried

APPROVAL FOR DELAWARE ENG. TO PROVIDE ENG. SERVICES-LOOMIS WASTEWATER TREATMENT CLARIFIER

The Town Board authorized Delaware Engineering to provide the proposed engineering services work required for the Loomis Wastewater Treatment Clarifier Repair on a time and materials basis under the 2025 General Services Agreement.

Motion: Councilmember John Lennon
Seconded: Councilmember Dean Farrand
4 AYES Carried

APPROVAL FOR DELAWARE ENG. TO PROVIDE ENG. SERVICES- INDIAN LAKE SEWER LINE REPLACEMENT

The Town Board authorized Delaware Engineering to provide the proposed engineering services work required for the Indian Lake Sewer Line Replacement on a time and materials basis under the 2025 General Services Agreement.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

Motion: Councilmember John Lennon
Seconded: Councilmember Dean Farrand
4 AYES Carried

A RESOLUTION AUTHORIZING THE REPLACEMENT AND INSTALLATION OF A BOOSTER PUMP FOR THE STEVENSVILLE WATER DISTRICT, AT MAXIMUM ESTIMATED COST OF \$26,795.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$26,795.00 FROM THE STEVENSVILLE WATER CAPITAL RESERVE FUND.

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Citizen’s Center, 119 North Main Street, Liberty, New York, in said Town, on the 17th day of March, 2025 at 6:30 p.m. prevailing time.

The meeting was called to order by Supervisor DeMayo and upon roll being called, the following were:

- PRESENT: Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember John Lennon
- ABSENT: Councilmember Bruce Davidson

The following resolution was introduced by Councilmember Dean Farrand, who moved its adoption, and seconded by Supervisor Frank DeMayo, to wit:

A RESOLUTION AUTHORIZING THE REPLACEMENT AND INSTALLATION OF A BOOSTER PUMP FOR THE STEVENSVILLE WATER DISTRICT, AT MAXIMUM ESTIMATED COST OF \$26,795.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$26,795.00 FROM THE STEVENSVILLE WATER CAPITAL RESERVE FUND.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

BE IT RESOLVED, by the Town Board of the Town of Liberty, Sullivan County, New York, as follows:

Section 1. The replacement and installation of a booster pump for the Stevensville Water District, at a maximum estimated cost of \$26,795.00, and the expenditure of the sum of \$26,795.00 from the Stevensville Water District Capital Reserve Fund to pay such maximum estimated cost is hereby authorized and approved.

Section 2. The action authorized has been determined to constitute a Type II Action as defined in 6 NYCRR §617.5(c)(1) and (31) of the regulations promulgated pursuant to the State Environmental Quality Review Act, for which environmental review is not required.

Section 3. The plan for financing of such maximum estimated cost of \$26,795.00 is by the appropriation and expenditure of the sum of \$26,795.00 from the Stevensville Water District Capital Reserve Fund.

Section 4. Within ten (10) days after the adoption of this resolution, the Town Clerk shall post on the Town sign board and publish in the Sullivan County Democrat, the official newspaper of the Town, a notice in conformance with the requirements of Section 90 of the Town Law of the State of New York.

Section 5. This resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, resulting as follows:

Supervisor Frank DeMayo voting	AYE
Councilperson Dean Farrand voting	AYE

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

Councilperson Vincent McPhillips voting AYE
Councilperson John Lennon voting AYE
Councilperson Bruce Davidson voting ABSENT

The resolution was thereupon declared duly adopted.

WATER & SEWER AUTHORIZED TO HIRE P/T ACCOUNT CLERK-SHAKIMA MITCHELL

The Town Board authorized the Water & Sewer Dept. to hire Shakima Mitchell as a part-time account clerk at an hourly rate of \$24.06

Motion: Councilmember John Lennon
Seconded: Councilmember Dean Farrand
4 AYES Carried

SUPERVISOR AUTHORIZED TO EXECUTE GRANT DISBURSEMENT AGREEMENT-RESTORE NY ROUND 7 (GREEN BUILDING RESTORATION)

The Town Board authorized the Supervisor to execute the Grant Disbursement Agreement for Round 7 Restore NY (Green Building Restoration) and for the Town Attorney to issue an opinion of counsel.

Motion: Supervisor Frank DeMayo
Seconded: Councilmember John Lennon
4 AYES Carried

The Finance Director asked that the Town Board to make a resolution instructing the Town Clerk's Office not to file the approved vouchers that the Supervisor had previously requested to be held until Councilperson Bruce Davidson returns from vacation. The Board then passed a resolution directing the Clerk not to file the vouchers, despite assurances that they would be held.

TOWN CLERKS OFFICE TO HOLD APPROVED VOUCHERS

The Town Board, upon request by the Finance Director, instructed the Town Clerk's Office to hold the approved vouchers before filing them so that Councilmember Bruce Davidson could review them upon his return from vacation.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

Motion: Supervisor Frank DeMayo
Seconded: Councilmember John Lennon
4 AYES Carried

DISCUSSION

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out
3. Update of Comprehensive Plan
4. NYSEG support letter.

IN PROGRESS

1. Converting and moving the Building Department and the Assessor's Office to the Park & Recreation Building. – Dean gave a brief update.
2. Solar moratorium in the Commercial Industrial Zone.
3. Illegal dumping of garbage
4. Delaware Town/Village Water Sewer Study
5. Walnut Mt. Pavilion.
6. Indian Lake Sewer Plan
7. Human Resource (HR)

PUBLIC PARTICIPATION

Mike Edwards

Again asked these two questions:

Has two questions:

Why do we need a \$40 million bond if we have a maximum fiscal exposure to taxpayers of only 15 million? I think you have to be clear with people why you voted for a \$40 million bond while restricting taxpayer exposure to a fraction of that.

Second question, which is obviously related is, does the \$15 million cap on taxpayer exposure include the principle and interest payments that will be due to bond holders when you sell the bonds, whenever that happens to be that you've authorized under the bond resolution, the text of that resolution makes it clear that it's the taxpayers of the sewer district who will be responsible for repaying both principle and interest to those bondholders. So is that in addition to the \$15 million that is going to be capped in relation to the loan repayments, or is it all part of the \$15 million?

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 03/17/25
TIME: 6:30 P.M.

I would like answers to both those questions, please.

Erin Smith

Advised the board that the website could use some improvement.

BOARD DISCUSSION

Councilmember Vincent McPhillips

- Nothing to report

Councilmember John Lennon

- Nothing to report.

Supervisor Frank DeMayo

- Climate Smart Community

Councilmember Dean Farrand

- Nothing to report

Councilmember Bruce Davidson

- Absent

ADJOURN

The Town Board does hereby adjourn the meeting at 7:22 p.m.

Motion: Councilmember Vincent McPhillips

Seconded: Councilmember John Lennon

4 AYES Carried

Respectfully submitted,

Laurie Dutcher, Town Clerk

supervisordemayo townofliberty.org

From: c.gerow townofliberty.org
Sent: Monday, March 24, 2025 11:54 AM
To: supervisordemayo townofliberty.org
Subject: RE: Liberty| OpenGov Stripe Setup Instructions

We need authorization to proceed with the set-up with "Stripe" to process credit cards through OpenGov along with authorization for me to manage the account.

Cheryl Gerow
Town of Liberty
Director of Finance
120 North Main Street
Liberty NY 12754
(P) 845-292-5772
(F) 845-292-1310

Confidentiality Notice: *This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Do NOT forward it to a third party without the written consent of the sender. The Town of Liberty is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law. Thank you.*

From: supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>
Sent: Monday, March 24, 2025 11:37 AM
To: c.gerow townofliberty.org <c.gerow@townofliberty.org>
Subject: FW: Liberty| OpenGov Stripe Setup Instructions

Frank DeMayo
Town of Liberty Supervisor
120 N Main Street
Liberty NY 12754
(845) 292-5111

Confidentiality Notice: *This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Do NOT forward it to a third party without the written consent of the sender. The Town of Liberty is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law. Thank you.*

From: Emily Lanzillotta <elanzillotta@opengov.com>
Sent: Thursday, March 13, 2025 2:21 PM
To: t.wilson townofliberty.org <t.wilson@townofliberty.org>; Bruce Davidson <bruce.davidson@townofliberty.org>
Cc: Dean Farrand <dean.farrand@townofliberty.org>; supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>; Abbey Wassenhove <awassenhove@opengov.com>; Ethan Hale

<ehale@opengov.com>

Subject: Liberty| OpenGov Stripe Setup Instructions

Hello Liberty Team,

Below are the Stripe Setup Instructions. I have added you both as users in OpenGov. Please use the following link to get started with step 1

below: <https://libertyny.workflow.opengov.com/#/settings/system/payments>

Let me know if you have any questions. We can discuss these instructions further on our Financial Discovery call if needed, but you should be able to complete and send the Authentication Letter to Stripe using the below instructions. **The goal is to have the Authentication Letter submitted by 2/21.**

How to set up an account with Stripe

1. In OpenGov Permitting & Licensing, go to Settings > Payments, and then click on the "**Connect with Stripe**" button. This will take you to a Stripe setup form to complete.

2. Complete the Stripe setup form. It should take about 15-20 minutes. Please note:

- For "Type of Business", select **Nonprofit Organization**
- For "Product Description", type **Government Services**
- For "Date of Birth", select a random date
- For SSN, enter dummy data 454-45-4545 or 001-01-001. Do not enter all 0's or 000-00-0001.
- For EIN, enter your government's Employee Identification Number. This is also known as a Federal Tax Identification Number. Do not enter all 0's.

- When asked for a photo ID, attempt to skip this step. If that does not work, upload a random picture in place of a real ID picture

3. After completing the Stripe setup form, verify your account with Stripe by completing the following:

a) Prepare a letter on your City's letterhead with all of the following (a template of the letter that you can cut and paste to your letterhead is attached)

- The letterhead must match the Stripe account name. e.g. City of Cloud, State
- A message authorizing the new Stripe account owner to manage the account. For this account owner from the government, please include their name, title, and email address and ensure it is someone different from the City Manager or equivalent who is signing this letter.
- Stripe Account ID -- This account ID can be found in your government's Stripe dashboard by navigating to Settings > Account Details. The format of the Stripe Account ID is "**acct_XXXXXXXXXXXX**".
- Business Name - please list your government's name
- Government's Website URL's - Please include both the government's homepage URL and the government's OpenGov URL (<https://libertyny.workflow.opengov.com/>)
- Government Address
- Employer Identification Number or City's Tax Exempt ID
- Signature of the City Manager or equivalent who represents the government

b) Follow steps in from this link to send in the authentication letter: [How to Complete Stripe Authentication](#)

Template Communication to Stripe Customer Support: *Hi there! I represent a government entity and want to set-up my Stripe account and connect it to OpenGov. I can do so through verifying with a letterhead instead of SSN as agreed upon between Stripe & OpenGov. Stripe has created a custom workflow for OpenGov to do this. You can find the letterhead in the attachment, please check the workflow between Stripe & OpenGov to verify my account.*

Once you've completed Stripe's setup and verification: Your OpenGov Permitting & Licensing Account account is automatically connected to your Stripe account. That's it!

Please note: Part of that setup includes creating login information, which will give you access to Stripe's dashboard. The Stripe dashboard is where you can update your account information, view additional transaction reports such as those needed for payment allocation for different departments, and more. Be sure to retain your login credentials in case you wish to access Stripe in the future.

Thank you,

Emily Lanzillotta (she/her)
Project Manager
OpenGov
(740) 972-6919
elanzillotta@opengov.com
opengov.com



From Stark Tech Services LLC
 12 Commerce Drive
 Ballston Spa NY 12020
 518-694-55045
<https://StarkTech.com>

Quote No. 0007231
 Type Planned Maintenance
 Prepared By Marianne Wilcox
 Created On 03/22/2025
 Valid Until 04/22/2025

Quote For Liberty Town Water Department
 Town of Liberty-Ferndale Water
 362 Ferndale Road
 Liberty NY 12754

Description of Work

Scheduled Maintenance Program Definitions and SOW

Annually, this program provides maintenance on two levels:

MINOR Service is a functional inspection and testing visit.
 MAJOR Service is an extensive maintenance, functional inspection and testing visit.

MINOR SERVICE Visit

This service will be performed during our initial visit, MINOR Service(s) Stark Tech Services LLC will return within approximately 6 months performing the MAJOR Service unless more than (1)

- a) Check lube oil level and add when necessary
- b) Check lube filter(s) every six months and top off oil
- c) Check battery fluid level and add solution if necessary
- d) Check coolant level and test alkalinity of coolant
- e) Check exercise clock and running time meter, record hours on work order
- f) Check belts and hoses
- g) Start unit and check the following
 - 1) AC voltage
 - 2) Frequency (Hz)
 - 3) Battery charge rate
 - 4) Leaks and any unusual noises
- h) Reset exercise clock if necessary
- i) Adjust governor, carburetor, voltage regulator to generator set specifications
- j) Inspect site for any debris or obstructions which could cause a potential problem

4/17
 Generator maint
 Contract
 Approval from the Board
 Only gig in town.

MAJOR SERVICE Visit

Once the initial MINOR Service(s) have been performed, Stark Tech Services LLC will

indicated, all services will occur d

IGNITION
 Check all spark plugs as applicable
 Check points as applicable
 Check distributor cap & rotor as applicable
 Check all ignition wires
 Check start solenoid terminals
 Check and adjust choke when applicable

ENGINE
 Change lube oil once annually
 Change lube oil filter once annually
 Tighten valve covers
 Fill governor sump with lube oil when applicable
 Lubricate governor linkage
 Check Air Intake Filter
 Service oil bath air cleaner when applicable
 Check entire unit for noticeable oil leaks

COOLING SYSTEM
 Test coolant protection
 Test coolant alkalinity
 Check water hoses both upper and lower
 Check bypass hoses
 Check fan belts
 Check engine block heater for operation when applicable
 Change water filters

EXHAUST SYSTEM
 Check flexible section for cracks or leaks
 Drain condensation trap when applicable

	Check exhaust flange gaskets
	Check exhaust muffler and drain when applicable
	Visually inspect entire exhaust system for leaks
FUEL SYSTEM	<ul style="list-style-type: none"> Change primary and secondary fuel filter (diesel only) Check injector fuel lines (diesel only) Check flex fuel sections Check fuel pump/governor Check fuel connections and tighten Check fuel solenoid Check day tank float Check regulator (gaseous only)
BATTERY	<ul style="list-style-type: none"> Load test battery Check specific gravity of battery Check battery voltage, labor to replace during visit when necessary ** Clean battery cables, labor to replace during visit if necessary** Clean battery terminal on cables Clean battery posts and coat same Check fluid level and fill if required.
STARTING SYSTEM	<ul style="list-style-type: none"> Check starter motor solenoid terminal Check starter motor Check charge rate on alternator or internal charge circuit Check alternator belt
ELECTRICAL	<ul style="list-style-type: none"> Check exciter Check voltage regulator Check rotating diodes Check rectifiers Check brushes Clean collector rings Clean carbon deposits Check SCRS Check control panel relays Check wiring and terminals Check solid state board connections
OPERATIONAL CHECKS	<p>Start generator and conduct safety shutdown tests for the following:</p> <ul style="list-style-type: none"> 1) Low oil pressure 2) High water temperature 3) Overspeed 4) High air temperature (air-cooled sets only) <ul style="list-style-type: none"> Check voltage output Check frequency (Hz) Record hour meter reading when applicable Check unit for vibration and any unusual noises
AUTOMATIC SWITCH	<ul style="list-style-type: none"> Inspect contact assembly and connections Check exerciser clock and time setting Check time delays Check battery charger for proper output Check selector switch Check voltage sensors for visual condition Start and stop generator from transfer switch
FINAL CHECK	<ul style="list-style-type: none"> Check field breaker is in the ON position Check that selector switch is in the AUTOMATIC position Start and stop generator using generator controls Start and stop generator using the switch controls Start and stop generator using exerciser clock <p>Simulate power failure - Receive prior approval from supervisory personnel before performing this function</p>
GENERAL INSPECTION OF SITE	<p>Inspect site for any debris/infestations or obstructions which could cause a potential problem or may be hazardous to the operation or surrounding area.</p>

IMPORTANT NOTES:

Any parts, lubricants, coolants, material and labor indicated in above PM descriptions will be charged to the generator set owner at time-of-service labor rates.

All maintenance inspections will be recorded on a work log which can be kept with the generator system. After each visit, a written report will be sent to the site contact or their designated representative.

Emergency services or needed repairs between scheduled PM visits will be provided Monday through Friday during the regular business hours of 7:30 A.M. through 4:00 P.M. at the time-of-service rate.

Emergency service required Monday through Friday other than our regular business hours of 7.30 A.M. through 4:00 P.M. or any time Saturday will be charged at our overtime rate (1 1/2 x current rate).

Emergency service required on Sunday or Holidays will be charged at our premium rate (2x current labor rate) plus travel time.

Stark Tech Services LLC, its officers, agents, employees, and servants, are to be held harmless from all claims, suits, or actions of every name, kind, and description, for the failure to render service.

The customer or equipment owner shall hold Stark Tech Services LLC harmless from any and all liability resulting in physical damage, personal injury, property damage or any other losses due to the performance of service.

The terms and conditions herein shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer with respect to maintenance service.

Major Service Parts includes: All oil, filters, fuel filters, spark plugs, coolant filters when/where applicable. To reduce the primary cause of unexpected no start conditions, Generator start/stop tests will be performed.

Minor Service: up to 1 gallon of 50/50 coolant, and one gallon of oil is allowed as needed for top off/changes. Additional materials required will be, upon authorization will be invoiced appropriately.

Note: All prices quoted do not include any Federal State or local taxes, which must be added if applicable.

Needed repairs diagnosed during services will be quoted and/or billed separately.

Diesel powered units: Per NFPA110, your generator may be mandated for load bank testing to remain in compliance. If not mandated, customers may desire to perform this test. However, this is an additional cost.

The total price below is detailed on a per unit basis unless otherwise indicated. This agreement shall be at the completion of service performed invoiced on an annual prepaid basis. This agreement is subject to the terms and conditions of the Stark Tech Services LLC Standard Terms and Conditions.

Note: In order to allow safe and clear access to the equipment, removal of snow, overgrowth, rodent/insect infestations, etc. is the responsibility of the owner. Any additional scope of service or materials required will be billed separately.

Services to be completed

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
SAC Billing-ST	Multi Location PMA - Ferndale Water Serial # 3000707165	1	\$983.94	\$983.94
SAC Billing-ST	Multi Location PMA - Infirmary Street Serial# 3000707170	1	\$983.94	\$983.94
SAC Billing-ST	Multi Location PMA - Loomis Sewer Serial# 8548521	1	\$983.94	\$983.94
SAC Billing-ST	Multi Location PMA - Portable Serial# 56614D93	1	\$1,085.96	\$1,085.96
SAC Billing-ST	Multi Location PMA - Sherwood Pump Serial# 2137438	1	\$1,346.96	\$1,346.96
SAC Billing-ST	Multi Location PMA - Swan Lake Serial# K850785793	1	\$1,373.91	\$1,373.91
SAC Billing-ST	Multi Location PMA - Swan Lake Serial# 33JVGMIHM0008	1	\$1,208.55	\$1,208.55
			GRAND TOTAL	\$7,967.20

Terms and Conditions

STARK TECH OPERATING COMPANY, LLC

STARK TECH SERVICES, LLC

This quote is subject to our standard terms and conditions. By proceeding, you agree to these terms. For the full version, please visit: <https://starktech.com/terms-conditions/>

Stark Tech Operating Company, LLC operates under these Terms and Conditions. All references to U&S Services, LLC, including the New York State Contract PT59752, now apply to Stark Tech Operating Company LLC (STOC).

Agreement Overview: All sales and services are governed by this document and accompanying quotes, statements of work, or invoices. Any conflicts in terms will be resolved by Stark Tech.

Pricing: Prices are valid for 30 days unless otherwise noted and exclude taxes, transportation, and insurance. Errors may be corrected at Stark Tech's discretion.

Taxes: Buyer is responsible for all applicable taxes unless exempt.

Payment Terms: Payment is due net 30 days from service completion unless otherwise agreed. Late payments incur 1% monthly interest.

Order Cancellation: Cancellations require written notice, and the Buyer is responsible for any cancellation charges.

Performance: Service dates are estimates. Delays caused by the Buyer may result in additional charges.

Warranty: Stark Tech warrants services for a limited period (12 months). Warranty excludes third-party products, shipping, or misuse-related issues.

Liability: Stark Tech's liability is limited to repair, replacement, or refund of the purchase price. No liability for incidental, consequential, or punitive damages.

Insurance: Stark Tech maintains standard insurance coverage. Buyers acknowledge the risk allocation based on this coverage.

Force Majeure: Stark Tech is not liable for delays or non-performance due to events beyond its control (e.g., natural disasters, strikes, pandemics).

Changes: Buyer-requested changes may result in adjusted pricing or performance timelines.

Additional Charges: Additional services (e.g., overtime, denied access, misuse-related repairs) will be billed at prevailing rates.

Non-Solicitation: Buyer may not hire Stark Tech employees during and for one year after the service period.

Indemnity: Each party indemnifies the other for third-party claims due to their negligence.

General Terms: These terms are governed by New York law. Disputes must be filed within two years and handled in New York courts.

Buyer Responsibilities: Buyer must provide safe working conditions, site access, and disclose hazards. Stark Tech may cancel services if unsafe conditions are discovered.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

**Eastern Electrical Contracting
1706 State Route 52
Liberty, NY 12754
(845) 292-7817**

Proposal Submitted To: Town of Liberty
Job Name: Relocation of WSS Christmas Lights Service
Date: 3/10/25

We hereby submit specifications and estimates for the following electrical equipment:

- 1) Remove existing service from old utility pole.
- 2) Re-mount existing service and riser on new pole.
- 3) Install new grounding on service.
- 4) Proposal does not include tax. A certificate of tax exempt will have to be issued.

Total For This Electrical Installation Is \$620.00

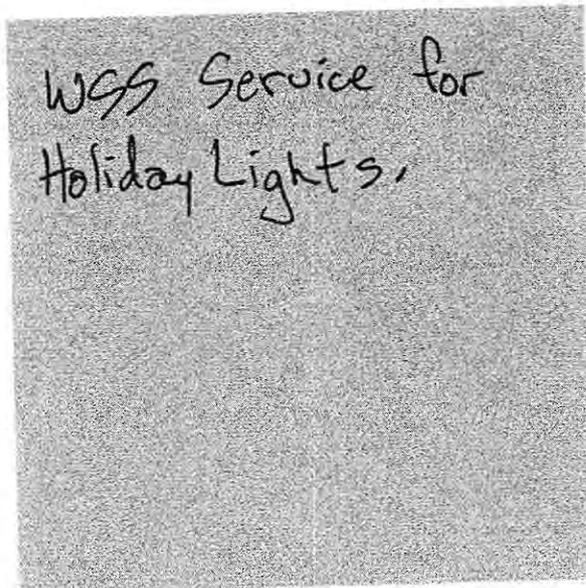
*This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

Date of Acceptance: _____
Derek J. Schmidt

Signature _____

Terms: Service charge of 2% per month for all balances over 30 days from date of invoice. Customer is responsible for all costs of collection by suit or other wise, including all reasonable attorney fees. It is further agreed that only New York State shall have jurisdiction over any litigation and that the venue in New York shall be the proper court in Sullivan County. The parties hereby to waive a jury trial.



I.dutcher townofliberty.org

From: Leisah yahoo <leisah@yahoo.com>
Sent: Monday, March 17, 2025 10:00 AM
To: I.dutcher townofliberty.org
Subject: Town Meeting Tonight - Water Bill Adjustment Inquiry

Hello,

I received an incredibly high water bill and I'm requesting an adjustment.

Unfortunately, the property where this account is located, 515 Ferndale Loomis Rd, is vacant and was winterized inside but I couldn't reach the main shutoff under the trailer. I called our plumber Stacy Yaun to fix it and he said he'd go over to look at it but the water main broke before he got over there. The guys from the town were kind enough to call and get it shut off at the meter.

I just don't have the money to pay this huge bill of \$1228.50 Is there anything I can do to get this adjusted? It was not an intentional waste of resources. I'd appreciate any grace offered.

I live 1 1/2 hours from this property and cannot make tonight's meeting.

Thanks for your time.

Leisah Swenson
203-496-1169

TOWN CLERK
TOWN OF LIBERTY
120 NORTH MAIN STREET
LIBERTY, NEW YORK 12754
www.l.dutcher@townofliberty.org

LAURIE DUTCHER, CMC, RMC
TOWN CLERK

(845) 292-5110
FAX (845) 292-1310

ACKNOWLEDGEMENT THAT THE REQUIRED EXAMINATION AND/OR AUDIT WAS DONE ON THE JUSTICE COURT'S RECORDS FOR THE YEAR 2025

The Town Board of the Town of Liberty does hereby acknowledge that the required examination and/or audit was done on the Justice Court's records for the year 2025.

Motion:

Seconded:

CERTIFICATION

State of New York
County of Sullivan County
Office of the Clerk of the Town of Liberty

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 on April 7, 2025.
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Town this 8th day of April, 2025.

Laurie Dutcher
Town Clerk of the Town of Liberty
Sullivan County, New York

Uniform Justice Court Act / 2019-a

Notice from Town Court

Fiscal Year: 2024

Date: 01/23/25

Court Name: Town Court of Liberty

County: Sullivan

Dear Supervisor Frank Demayo :
Town Supervisor

Pursuant to Uniform Justice Court Act §2019-a, it is the duty of every justice to present his/her records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, [I/we] hereby advise that the court's records and docket are available to be presented for such examination. [I/we] look forward to working with you to schedule such examination in an expeditious manner.

It is [my/our] understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the [Town] as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: Joan Casazza
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to: casazza@nycourts.gov
Thank you.

Very truly yours,

Judge Name: Hon. 

Judge Name: Hon.

cc: 3JD Town & Village - TV3JD@nycourts.gov



February 11, 2025

Nicholas Rusin
Confidential Secretary to Town Supervisor
Town of Liberty
120 North Main Street
Liberty, NY 12754

Re: Town of Liberty Green Building Restoration RESTORE VII, Project #135,959

Dear Mr. Rusin:

On behalf of the New York State Urban Development Corporation doing business as Empire State Development (ESD), I am pleased to inform you that at the recommendation of ESD's President & Chief Executive Officer, Hope Knight, the ESD Directors have approved \$1,150,000 in assistance for the project referenced above.

This approval is contingent upon the approval of the State Division of the Budget and the receipt of funds by ESD.

I am pleased to enclose duplicate signed Grant Disbursement Agreements ("GDA") for the above-referenced project. Please **execute both and return one original** to Arturo Rodriguez, your project manager, within 30 days, with the following attachments:

- A completed IRS W-9 form necessary for taxpayer identification (use enclosed form).
- Opinion of Counsel letter, as required by the GDA.
- Exhibit G-1, M/WBE Participation / Equal Opportunity Policy Statement
- Wire transfer information in the form of a letter from a financial officer of the grantee certifying the bank name, account name, account number and ABA routing number.
- A check for 1% of the grant amount (\$11,500) and reimbursement of out-of-pocket public hearing-related expenses in the amount of \$173.24, for a total of **\$11,673.24**.
- Copies of all insurance policies (or certificates thereof) for the required insurance coverages as stated in Section 12 of the GDA.

Please be advised that disbursement of funds may occur after ESD receives the grant funds and receives one fully executed GDA and all required documentation in a form acceptable to ESD, and any fees or reimbursement for expenses specified, as consistent with all relevant exhibits of the Grant Disbursement Agreement. Please include the attached checklist with each request for disbursement of funds.

Please contact Arturo Rodriguez, your Project Manager, at (845) 567-3189 should you have any questions. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glendon McLeary', written over a faint, illegible background.

Glendon McLeary

Vice President and Director of Loans & Grants

Attachment: Checklist to Accompany Each Request for Disbursement of Funds

cc: Arturo Rodriguez
Linda Malave



Itemized Quote Sheet

Items/Description	Quantity	Units	Unit Price
Liquid Sludge Disposal:	1	\$ per gallon	\$ 0.21 -
Dewatered Sludge Disposal:	1	\$ per ton	\$ 225.00 -
Sludge Box Rental (20 yard)	1	cost per month	\$ 0.00 -
Other	-	-	\$ -
Total Price (in figures):			
	NA	NA	NA

BID SUBMITTED BY:  **Brian Cutler, VP**
(Name of Company) TAM Enterprises, Inc.

Date Submitted: 03/21/2025



Itemized Quote Sheet
MSD Environmental Services, Inc.
3/21/25 Bid Summary

Temporary Sludge Dewatering Services to be included in the Town Purchase Order

Items/Description	Quantity	Units	Unit Price	Total Price
Press Mobilization/demobilization:	1	Lump Sum	\$ 5,000	\$ 5,000
Conveyor Mobilization/demobilization:	1	Lump Sum	\$ 5,000	\$ 5,000
Startup Assistance and Training	1	Lump Sum	\$ 3,750	\$ 3,750
Trailer Mounted Belt Press Rental:	4	\$ per month	\$ 22,000	\$ 88,000
Total Not to Exceed Price (in figures):	NA	NA	NA	\$ 101,750

Additional Services for Town Consideration

	Quantity	Units	Unit Price	Total Price
Additional Startup Assistance and Training, plus travel & per diem	1	Per Day	\$ 3,000	NA
Trailer Mounted Belt Press Rental:	1	\$ per week	\$ 6,500	NA

BID SUBMITTED BY: MSD Environmental Services, Inc.
(Name of Company)

Date Submitted: 3/21/2025



MSD

Environmental Services, Inc.

March 21, 2025 (3:00 PM)

Laurie Dutcher
120 North Main Street
Liberty, NY 12754
Email: ldutcher@townofliberty.org

RE: Cover Letter - Proposal for Rental of a Trailer Mounted Belt Press

Ms. Dutcher,

Thank You for the opportunity to provide this quote for rental equipment.

Please see the following proposal for a belt press rental from MSD Environmental Services Inc.

I just want to clarify that Our Company is Not a Contractor... We are a dewatering equipment sales and rental Company. Our Personnel will not be on site.

MSD does Not have NYS worker's compensation, NYS disability or NYS unemployment.

We are taking exception to those items.

We will however, be working with BDP Industries (*BDP is a leading Belt Press Manufacturer in Greenwich, NY*) for the on-site start-up, training and service. BDP can meet the NYS requirements, including scale wages.

Please feel free to contact me if you have any questions or need additional information.

Best regards,

Dave Deaton

Dave Deaton
MSD Environmental Services inc.



MSD

Environmental Services, Inc.

March 21, 2025

Town Clerk
Laurie Dutcher
120 North Main Street
Liberty, NY 12754
Email: ldutcher@townofliberty.org

RE: Trailer Mounted Belt Press Rental Proposal

Dear Ms. Dutcher,

MSD Environmental Services, Inc. is pleased to provide you with the following quotation for the rental of a belt filter press and associated equipment for your upcoming dewatering project. MSD has both BDP and Ashbrook mobile units. We are unsure which unit will be available at time of rental. Please see the following proposal.

Equipment Description

The proposed press is a trailer mounted, 1 meter unit. The following items are included with the unit:

- 1 - Reconditioned, skid mounted belt press on an enclosed trailer. Complete with Control panel with new starters & VFD's. Includes all press and pump and optional conveyor controls.
- 1 - Venturi mixing valve with 4 point injection ring.
- 1 - Wash water booster pump.
- 1 - Progressive cavity sludge feed pump maximum of 200 GPM.
- 1 - Emulsion Polymer feed system.
- 1 - Hydraulic power unit.
- 1 - 30' long portable conveyor or BDP integrated conveyor (whichever available).

Scope of Work

MSD will perform/provide the following:

- Supply unit as described
- Test run machine prior to shipment

Under the terms of this agreement, the Customer will be responsible to provide the following:

- Access to the site to facilitate the delivery of the press.
- Forklift or backhoe to unload/reload portable conveyor.
- Utilities - 4" filtrate drain line, 4" sludge feed line and 2" water line (all plumbing connections are cam lock fittings) Electrical -480 volt, 3 phase, 100 amp power source with a disconnect.
- Mixing pump capable of maintaining *consistent* feed sludge to press.
- Set up, maintenance and repairs of unit, as outlined in the O&M manual.
- Competent operation of the unit.
- Daily cleaning of the press, after operation has ceased.
- Protection from freezing if rented during Cold temperatures.
- **Certificate of Insurance:** A certificate of Insurance providing the following:
 - Property coverage for the value of the rental unit and including MSD as a loss payee: Press Value: \$550,000 Portable Conveyor Value: \$35,000
 - Liability coverage for no less than \$1,000,000 per occurrence for bodily injury and/or property damage and \$2,000,000 aggregate, listing MSD Environmental Services, Inc. as additional insured.
 - Cancellation provision to give 30 days' notice to Certificate Holder.
 - Certificate holder to read: MSD Environmental Services, Inc., 1000 US 127 South, Eaton, OH 45320
- Any necessary **permits and associated fees** required for the project.
- *All rental equipment must be kept clean, and returned in excellent condition. Customer will be responsible for all maintenance and any cleaning charges. Customer will also be responsible for any damage/wear to the unit while in Customer's possession. Customer is responsible for missing parts or items. MSD reserves the right to inspect the equipment at any time, during normal working hours.*

Rental Pricing

Trailer Mounted Press **\$22,000.00 per month**

(3 month minimum rental term)

Weekly Over-run rental rate is **\$6,500.00 per week**

Price is based on 72 hours per week of operation. *Any additional hours in excess of 72 hours per week will be billed at **\$50.00 per hour** based on the reading from the hour meter on the control panel.*

The rental rate starts the day the unit is picked up. The rental rate stops when unit returns to our shop. It is the responsibility of the Customer to pay for pickup and delivery return transportation of the unit(s) to our Eaton, Ohio location at the conclusion of the rental period.

Mob-De Mob

Press Delivery is estimated at **\$2,500.00**. Press Return is also estimated at **\$2,500.00**.

Portable Conveyor Delivery is estimated at **\$2,500.00**. Return is also estimated at **\$2,500.00**.

Start Up & Training

Start Up assistance and training are **\$3,750.00 for one day of training (Includes travel and per diem)**. Any additional on-site support is **\$3,000.00** per day plus travel and per diem costs.

PAYMENT TERMS

The first month's rent is due prior to delivery of the equipment. The following net invoice amounts shall be due in full within fifteen (15) days from the invoice date.

Taxes and Other Charges. Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.**

This proposal is valid for 7 days

Equipment Availability

Currently, this unit is out on rent. As with any inventoried equipment, the unit is available on a "first come-first serve" basis. If the unit is rented or sold prior to your purchase, MSD can provide quotes on additional equipment.

Thank you for the opportunity to extend this proposal. We would be glad to give you quotes on other units if you are interested. If you have any questions or concerns, don't hesitate to call me at 937-313-9314.

Sincerely,

Dave Deaton

Dave Deaton
MSD Environmental Services, Inc.

Limitation of Liability

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment, and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against any and all accidents, injuries, losses and liabilities.

Non Hazardous Certification

Customer hereby certifies that none of the residuals to be provided to MSD Environmental Services, Inc. under this agreement shall constitute hazardous waste under federal, state or local law. Customer further certifies that it will not combine or mix hazardous waste with the residuals to be provided to MSD Environmental Services, Inc.

Choice of Forum and Applicable Law

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

Shipment and Risk of Loss

Risk of loss or damage to the Equipment shall pass to Customer upon tender of the Equipment to Customer or common carrier at MSD Environmental Services, Inc.'s facility. Customer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the Equipment has been returned to MSD Environmental Services, Inc.

ACCEPTANCE OF THIS PROPOSAL:

We accept the terms and conditions of this proposal as prepared and presented to _____ this _____ day of _____, 2025 for the following:

Rental of Mobile Mounted Belt Press

By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services

Customer

Signature

Signature

Title

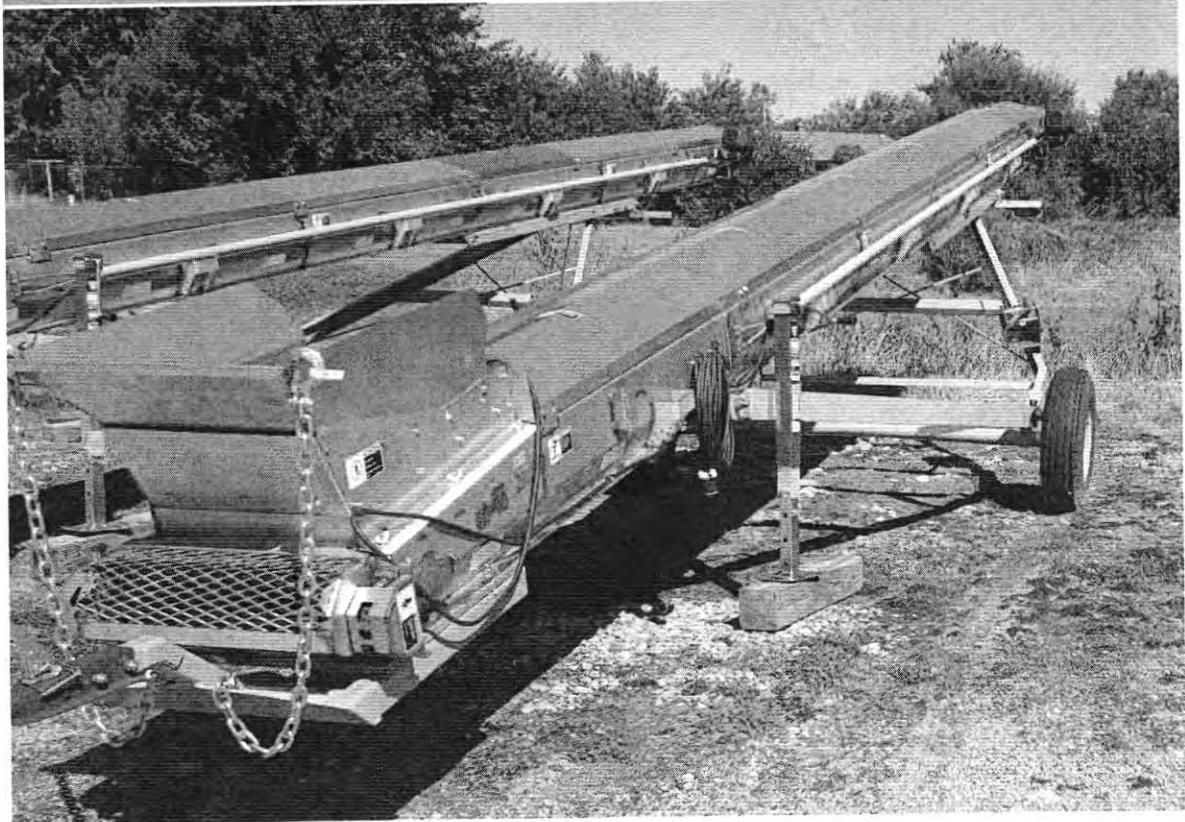
Title

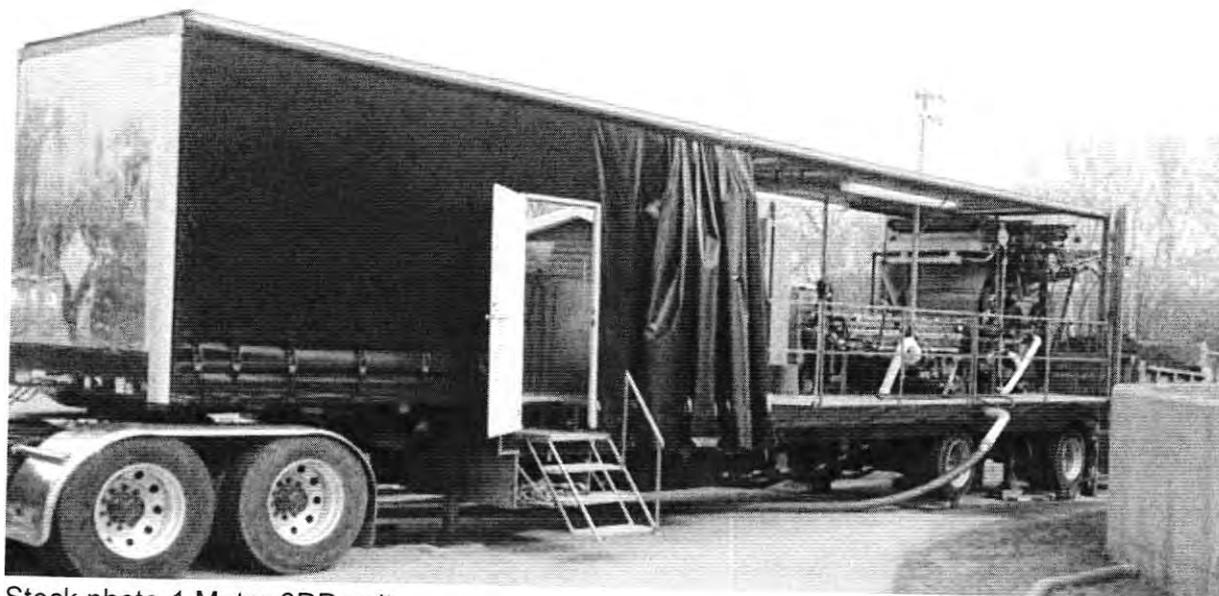
Date

Date



Stock photo – 1 meter Ashbrook





Stock photo-1 Meter 3DP unit.

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Citizen's Center, 119 North Main Street, Liberty, New York, in said Town, on the 7th day of April, 2025 at 6:30 p.m. prevailing time.

The meeting was called to order by Supervisor DeMayo and upon roll being called, the following were:

PRESENT:

ABSENT:

The following resolution was introduced by Councilperson _____, who moved its adoption, and seconded by Councilperson _____, to wit:

A RESOLUTION AUTHORIZING THE LEASE OF A TEMPORARY SLUDGE DEWATERING PRESS FOR THE SWAN LAKE SEWER DISTRICT, AT MAXIMUM ESTIMATED COST OF \$101,750.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$101,750.00 FROM THE SWAN LAKE SEWER DISTRICT CAPITAL RESERVE FUND.

BE IT RESOLVED, by the Town Board of the Town of Liberty, Sullivan County, New York, as follows:

Section 1. The lease of a Temporary Sludge Dewatering Press for the Swan Lake Sewer District, at a maximum estimated cost of \$101,750.00, and the expenditure of the sum of \$101,750.00 from the Swan Lake Sewer District Capital Reserve Fund to pay such maximum estimated cost is hereby authorized and approved.

Section 2. The action authorized has been determined to constitute a Type II Action as defined in 6 NYCRR §617.5(c)(1), (2), (31) and (32) of the regulations promulgated pursuant to the State Environmental Quality Review Act, for which environmental review is not required.

Section 3. The plan for financing of such maximum estimated cost of \$101,750 is by the appropriation and expenditure of the sum of \$101,750 from the Swan Lake Sewer District Capital Reserve Fund.

Section 4. Within ten (10) days after the adoption of this resolution, the Town Clerk shall post on the Town sign board and publish in the Sullivan County Democrat, the official newspaper of the Town, a notice in conformance with the requirements of Section 90 of the Town Law of the State of New York.

Section 5. This resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, resulting as follows:

Supervisor Frank DeMayo voting	_____
Councilperson Dean Farrand voting	_____
Councilperson Vincent McPhillips voting	_____
Councilperson John Lennon voting	_____
Councilperson Bruce Davidson voting	_____

The resolution was thereupon declared duly adopted.



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073
Fax: 607.432.0432

TOWN OF LIBERTY, NY
LOOMIS WWTP
CLARIFIER REPAIR
Proposal Results Summary
March 28, 2025

<u>Contractor (Low to High)</u>	<u>Base Bid Amount</u>	<u>Shipping & Handling</u>	<u>Total</u>
1.) <u>Koester Associates. Inc.</u>	\$ 14,036.25	\$ 350.00	\$ 14,386.25
2.) <u>Kinahan Associates, LLC</u>	\$ 21,750.00	\$ 350.00	\$ 22,100.00
3.) <u>Concepts in Environmental Treatment and Supply</u>	\$ 23,950.00	\$ 350.00	\$ 24,300.00
4.) _____	\$ -	\$ -	\$ -
5.) _____	\$ -	\$ -	\$ -
6.) _____	\$ -	\$ -	\$ -

Recommended vendor

* (1) Shipping and handling costs shall be invoiced at actual cost on completion of the work.



Itemized Bid Sheet

Items/Description	Quantity	Units	Unit Price
Clarifier Repair Work (Mobilization/demobilization, parts supply, installation, etc.)	1	Lump Sum	\$ 14,036.25
Shipping & Handling Allowance ⁽¹⁾ :	1	Lump Sum	\$ 350.00
Total Price:		NA	\$ 14,386.25

BID SUBMITTED BY: Koester Associates, Inc.
(Name of Company)

Date Submitted: 3/25/2025

⁽¹⁾ Shipping and handling costs shall be invoiced at actual cost on completion of the work, provide documentation with invoice.



QUOTATION		
DATE	NUMBER	PAGE
3/25/2025	0003084	1 of 1

B TOL025
 I TOWN OF LIBERTY
 L 120 N MAIN ST
 L LIBERTY, NY 12754-1861
 T US
 O

S TOWN OF LIBERTY
 H 2851 RTE 52
 I LIBERTY, NY 12754-0001
 P US
 T
 O

Accepted By: _____
 Company: _____
 Date: _____
 PO#: _____
 Ship To: _____

ATTENTION:
 DAMON KNACK

W.S.DEPT@TOWNOFLIBERTY.ORG

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	REPAIR CLARIFIER, WALKER	EJK/EKS	BEST WAY

QTY	PART	DESCRIPTION
-----	------	-------------

1.00 PARTS SCOPE OF SUPPLY:
 (1) MK 3-36 BEARING
 (1) MK 3-38 OIL SEAL
 (1) MK 3-39 PILOTED FLANGE BEARING
 (1) MK 15-02 TORQUE TUBE EXT W/ FASTENERS
 (1) MK 15-03 STEADY SHAFT W/ FASTENERS
 (1) MK 15-40 FLANGE BEARING W/ FASTENERS

1.00 SERVICE ESTIMATED DATE OF COMPLETION DATE: 8 WEEKS ARO
 SCOPE OF SERVICE:
 - TRAVEL TO SITE TO INSTALL PARTS LISTED ABOVE BASED UPON
 CLARIFIER EVALUATION ON JULY 1, 2024
 - STARTUP & TEST

1.00 KA1247 SHIPPING & HANDLING
 THIS IS AN ESTIMATED AMOUNT. CUSTOMER WILL BE INVOICED
 FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG.

THANK YOU FOR THE OPPORTUNITY TO QUOTE.
 ALL SERVICES PERFORMED BY CONFINED SPACE
 TRAINED, OSHA CERTIFIED TECHNICIANS.
 IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE
 SIGN & RETURN.
 IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
 CONTACT ME.
 SINCERELY,
 ERIC KOESTER
 AFTERMARKET SALES MANAGER
 (315)395-5804
 EKOESTER@KOESTERASSOCIATES.COM

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at www.koesterassociates.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE.

All applicable sales, use, and excise taxes, and any tariffs, duties, levies, surcharges, or like items that may be assessed, are the sole responsibility of the Buyer and shall be in addition to the prices stated on the quote.

TOTAL: \$14,386.25

From: jmh@fuscoengineering.com
Sent: Wednesday, March 26, 2025 12:54 PM
To: supervisordemayo townofliberty.org
Cc: Alfred A. Fusco, Jr.
Subject: Town of Liberty - Pavillion
Attachments: Pavilion Plan.pdf

Discussion

Supervisor Demayo,

Attached is a copy of a pavilion plan we prepared for another municipality. We can change the plan for the Town of Liberty, amend notes, details for new code compliance and leave the dimensions as 30'X60' for \$2,500. To revise the plans dimension to 40'X60' the cost would be \$5,000.

Thank you,

Jennifer Higinson

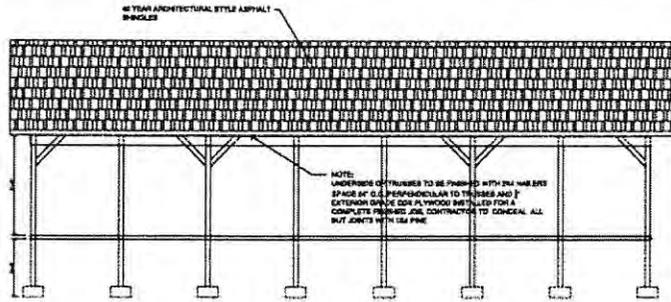
Director of Operations, Project Management
FUSCO ENGINEERING
& LAND SURVEYING, DPC
233 East Main Street
Middletown, New York 10940

Phone: (845) 344-5863

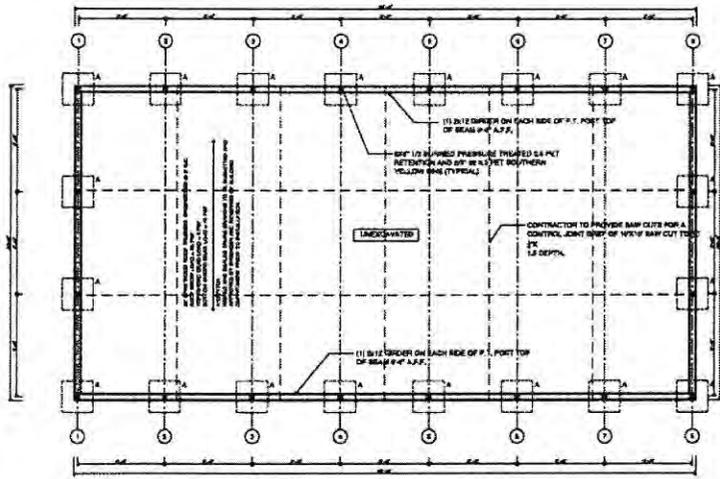
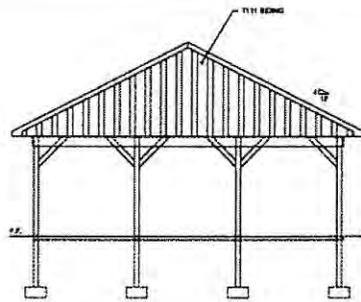
Fax: (845) 956-5865

Email: jmh@fuscoengineering.com

Add Alternate for slab.



ELEVATION
SCALE OF 1/4" = 1'-0"



PLAN VIEW
SCALE OF 1/4" = 1'-0"



TYPICAL SECTION AT POST
SCALE 1/4" = 1'-0"

GENERAL SPECIFICATIONS

1. All work shall be in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
2. All materials shall be of the highest quality and shall be subject to inspection and approval by the architect.
3. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
4. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
5. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
6. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
7. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
8. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
9. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
10. All work shall be done in accordance with the specifications of the American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).

FOOTING LEGEND

Symbol	Description
[Symbol]	18" x 18" CONCRETE FOOTING
[Symbol]	12" x 12" CONCRETE FOOTING

PROFESSIONAL ARCHITECT OF RECORD IS A PLAN DRAWN & LICENSED PROFESSIONAL ARCHITECT & A MEMBER OF THE ARCHITECTS & ENGINEERS OF THE STATE OF FLORIDA.

FUSCO ENGINEERING & LAND SURVEYING, P.C.
CONSULTING ENGINEERS

PROJECT NO. _____ DATE _____

PREPARED BY: E. J. Fusco
CHECKED BY: _____
DATE OF DRAWING: _____
SCALE OF DRAWING: _____
SHEET NO. _____ OF _____
JOB NO. _____

DATE OF ISSUE: _____
REVISION NO. _____
REVISION BY: _____
REVISION DATE: _____

SCALE: A-1
DATE: 8/10/74
PAGE 1 OF 1

supervisordemayo townofliberty.org

From: supervisordemayo townofliberty.org
Sent: Thursday, March 27, 2025 1:25 PM
To: Joel Kohn
Cc: l.dutcher townofliberty.org; Shmuel Sandel; Dean Farrand
Subject: RE: Request to Amend Sewer Agreement – Mountain View Meadows MHP

Hi Joel,

OK but we need to stay on task regarding specifically, the agreement. I'm sure the board will request an escrow deposit for engineer's and/or counsel's review and any other issues that may arise.

Thanks,
Frank

Frank DeMayo
Town of Liberty Supervisor
120 N Main Street
Liberty NY 12754
(845) 292-5111

Confidentiality Notice: This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Do NOT forward it to a third party without the written consent of the sender. The Town of Liberty is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law. Thank you.

From: Joel Kohn <joel@jkexpediting.com>
Sent: Thursday, March 27, 2025 8:41 AM
To: supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>
Cc: l.dutcher townofliberty.org <l.dutcher@townofliberty.org>; Shmuel Sandel <shmuel@jkexpediting.com>
Subject: Re: Request to Amend Sewer Agreement – Mountain View Meadows MHP

Good morning,

I've discussed the issues with the property purchaser, and he assured me that they will address them upon approval of the sewer agreement and closing on the property.

As I mentioned on the phone, we can include a clause in the amended agreement that requires them to address the N&I issue.

They do want to keep this on the next agenda so that it can be further discussed with the Town Board.

If you have any questions please do not hesitate to contact me.

Sincerely,

Joel Kohn

JK Expediting Services
390 Broadway, Suite 1
P.O. Box 369
Monticello NY 12701
845-796-9110
Joel@jkexpediting.com

On Tue, Mar 25, 2025 at 11:17 AM Joel Kohn <joel@jkexpediting.com> wrote:

Good morning Supervisor Demayo,

As we discussed a few weeks ago, Mountain View Meadows MHP on Route 52 is seeking to amend its 2015 sewer agreement. The existing agreement allocates sewer capacity for a total of 75 homes across three parcels: Mountain View Meadows MHP, the original 15 mobile homes on the lower portion of the property, and Cherry Lane MHP.

The proposed amendment would allow for a total of 81 mobile homes at Mountain View Meadows MHP, aligning the agreement with the approved site plan. As noted, there is sufficient sewer capacity at the Loomis Sewage Treatment Plant to accommodate the additional flow..

See attached the 2015 sewer agreement, and the site plan.

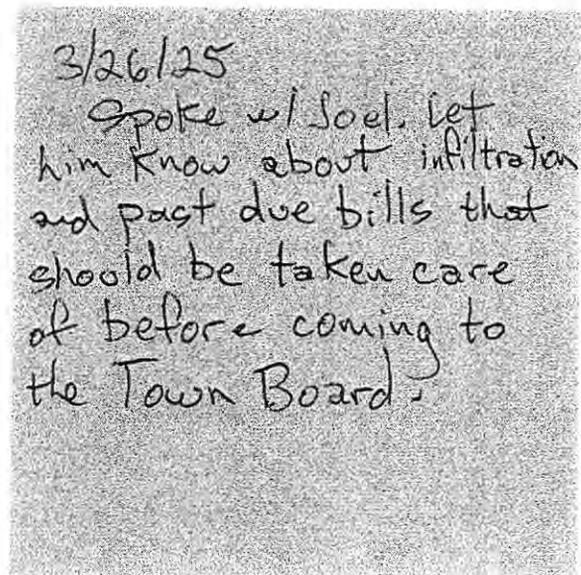
Please add this to the April 7 Town Board agenda so it can be discussed with the rest of the Town Board members.

If you have any questions please do not hesitate to contact me.

Sincerely,

Joel Kohn

JK Expediting Services
390 Broadway, Suite 1
P.O. Box 369
Monticello NY 12701
845-796-9110
Joel@jkexpediting.com



3/26/25
Spoke w/ Joel, let
him know about infiltration
and past due bills that
should be taken care
of before coming to
the Town Board.

AGREEMENT made as of the 28th day of February, 2015, by and between
TOWN OF LIBERTY, a municipal corporation having its principal place of business at
120 North Main Street, Liberty, New York 12754, acting for and on behalf of the Locomis
Sewer District (respectively "the Town" and "the District"), and AVIATOR II
MANUFACTURED HOUSING, INC., d/b/a Mountain View Meadows, having an
address at P.O. Box 391, Beacon, New York 12508 ("Aviator").

WITNESSETH:

WHEREAS, the District has the capacity to accept sewage effluent above and
beyond the amount that it presently processes from within such district; and

WHEREAS, Aviator is desirous of discharging sewage effluent into the
District's sewer system from its facilities located at Mountain View Meadows Mobile
Home Park, upon premises identified on the Town of Liberty tax map as Section 35,
Block 1, Lots 7.1, 7.2 and 13; and

WHEREAS, the Town and Aviator have reached an understanding pursuant
to which the District shall provide to Aviator certain sewer services, which
understanding the Town and Aviator are desirous of reducing to writing.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Aviator shall maintain, repair and, if necessary, replace at its sole cost
and expense, the existing connection between its private sewer system and the
District's sewer main. Prior to the commencement of any such maintenance, repairs
or replacement, Aviator shall provide to the Town a plan prepared by a licensed
engineer for review and approval by the Town's Water and Sewer Department and/or
engineer. Upon approval of such plan by the Town, Aviator shall provide to the Town

a work schedule, and no work shall be commenced without reasonable prior advance notice to the Town. The Town shall have the right to inspect all such maintenance, repairs or replacements. All costs incurred by the Town for professional technical assistance associated with such review, approval and inspections shall be reimbursed to the Town by Aviator, including but not limited to engineering fees that may be incurred by the Town. No work shall be commenced until the Town is provided a certificate of insurance reflecting that Aviator and/or its contractor have adequate liability insurance and worker's compensation insurance, including liability coverage for completed operations, the limits of each such coverage to be not less than \$2,000,000 in aggregate and \$1,000,000 for each occurrence, with the exception of workers compensation coverage, which shall be in accordance with and not less than statutory limits. No such policy or policies may be cancelled without thirty (30) days prior written notice to the Town, and the Town must be named as additional insured on each such policy. Aviator shall be responsible to obtain all necessary permits for the work from any and all governmental agencies having jurisdiction, all at Aviator's sole cost and expense.

2. The District shall receive into its system all effluent from Aviator's Mountain View Mobile Home Park until such time as this agreement is terminated. Pursuant to resolution of the Town Board of the Town of Liberty, adopted on May 14, 1987, Aviator may connect additional mobile home sites to the system, not to exceed a total of 75 units, subject to the provisions of such resolution and subject to Aviator obtaining any and all other approvals as may be required for such expansion. The amount of use shall be determined based upon water consumption within

Aviator's premises as measured by meters upon all water supplies within the premises. Such meters shall, at all times, conform to the requirements of the Town's Water and Sewer Department. During all times that this agreement is in effect, the Town and District, its agents and employees shall have a right of entry upon Aviator's premises to inspect the subject sewer system and connection and all water meters and sewer system components. The Town and District shall have the right to read the water meters on a regular basis.

3. Aviator shall compensate the District for effluent received within thirty (30) days of issuance by the Town of a billing statement therefor. Any bill unpaid beyond such thirty (30) day period shall be subject to the same penalties as apply to in-district users of the District.

4. In September of each year, Aviator shall supply to the Town of Liberty Water & Sewer Department a list of spaces that are rented or available for rental. The Water & Sewer Department will verify such count with the Town's Code Enforcement Officer and advise Aviator of any differences. Based on such count a bill shall be issued in January based on a unit charge for each pad. Each pad shall be billed one unit unless the residence exceeds the bedroom count of three. Any residence that exceeds three bedrooms shall be billed at 1.5 units. Aviator shall be billed and pay the Town a sum calculated upon the number of units as of September, which shall be computed by adding the District's then current monetary rates billed to in-district users for operations and maintenance and for capital expenses. For example, in 2015 the District's operations and maintenance rate per unit is \$435.98 and the capital expense rate per unit is \$248.97, aggregating in all to \$684.95.

5. Except as otherwise provided herein, Aviator shall comply in all respects with the provisions of the Town's Sewer Use Regulations as set forth in Chapter 121 of the Code of the Town of Liberty, and the rules and regulations promulgated pursuant thereto, including any and all amendments that may hereafter be made thereto, all of which are incorporated herein by reference.

6. Aviator shall defend, indemnify and hold harmless the District and the Town from any and all damages and expenses incurred by the District and the Town, including but not limited to all reasonable professional fees (i.e. attorney's fees and engineer's fees), by reason of any breach by Aviator of this agreement or violation by Aviator of the Town's sewer use regulations.

7. The term of this agreement shall coincide with and end contemporaneously with payment in full of the District's outstanding capital indebtedness represented by the serial bond or bonds to be issued by the Town on behalf of the District in connection the financing of Phase 1 and Phase 2 of the Locmis Wastewater Treatment Plant reconstruction. Upon expiration or termination of this agreement, in the absence of an extension of this agreement or a new agreement being entered into between the Town and Aviator, Aviator's private sewer system shall be disconnected from the District's sewer main and such connections shall be capped in a manner and by a method acceptable to and approved by the Town. Such disconnection and capping shall be at the sole cost and expense of Aviator. Notwithstanding the foregoing, the Town shall also have the right to terminate this agreement at any time on thirty (30) day's advance written notice to Aviator in the event Aviator does not timely pay when due all amounts which are billed to it pursuant to this agreement for receipt of

Aviator's effluent, or in the event that Aviator shall breach this agreement or violate the Town's sewer use regulations, or in the event that the Town determines in its sole discretion that it does not have sufficient capacity to continue to accept effluent from Aviator and simultaneously meet the needs of all in-district users.

8. In accordance with the provisions of Section 109 of the General Municipal Law, Aviator is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or its rights, title or interest in this agreement, or its power to execute this agreement, to any other person, corporation or entity, without the prior written consent of the Town.

9. Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon application of either party, this agreement shall be physically amended forthwith to make such insertion.

10. Any and all notices, billings and payments required hereunder shall be addressed to the parties at their respective addresses set forth at the beginning of this agreement, or to such other address as may hereafter be designated in writing by any party. Such notices, billings and payments shall be transmitted by ordinary first class mail and shall be deemed given when mailed. Mailing shall be deemed to have occurred on the date of the postmark.

11. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause

or excuse, for a repetition such breach or any other breach unless the waiver shall expressly include the same.

12. This agreement constitutes the complete understanding of the parties hereto. No modification of any provisions hereof shall be valid unless in writing and signed by all parties.

13. This agreement supercedes and replaces the agreement heretofore made between the Town and Aviator dated February 5, 2014.

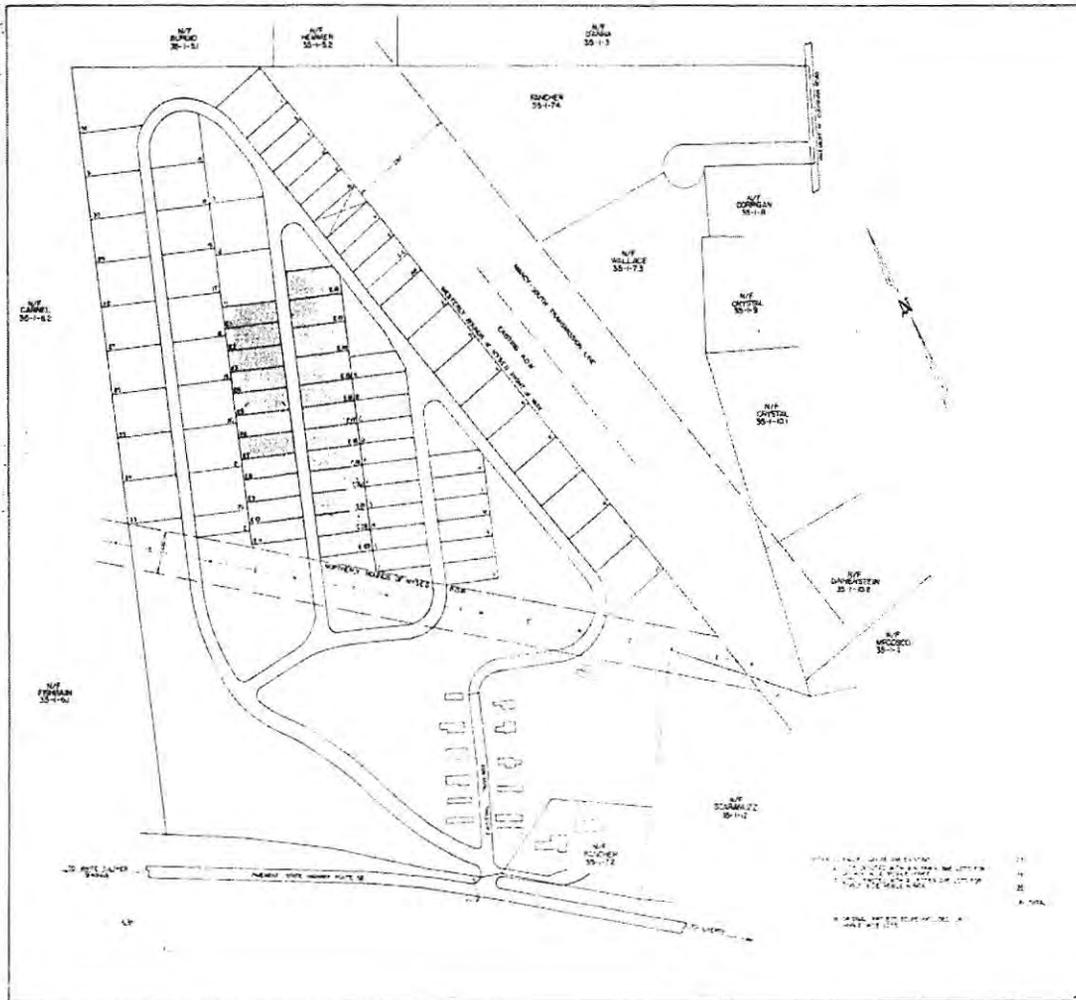
IN WITNESS WHEREOF, the parties have caused this agreement to signed the day and year first written above.

TOWN OF LIBERTY

By: Charlie Barbuti
Name: Charlie Barbuti
Title: Supervisor

AVIATOR II, INC.

By: Ronald J. Piccone
Name: Ronald J. Piccone
Title:



LOCATION MAP SCALE: 1"=2,000'

ALL RIGHTS RESERVED BY THE ENGINEER. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

KELLY Engineering, P.C.		DATE: 10/1/01
PROJECT: MOUNTAIN VIEW MEADOWS		SCALE: 1"=2,000'
ADDRESS: 52		SHEET: 1 of 7
LIBERTY, NEW YORK		
DESIGNED BY: J.E.K.	CHECKED BY: J.E.K.	DATE: 10/1/01
DRAWN BY: J.E.K.	SCALE: 1"=2,000'	

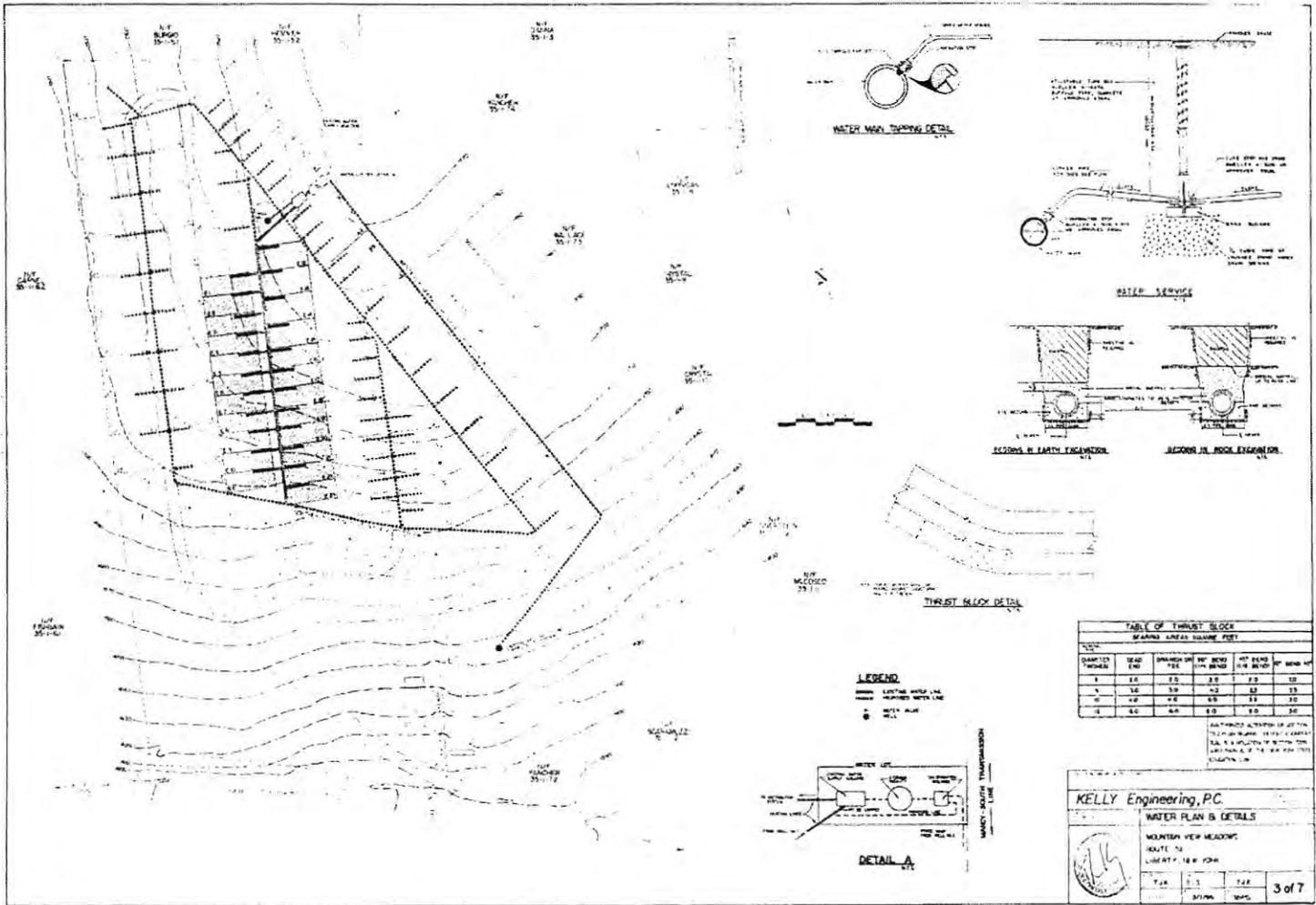


TABLE OF THRUST BLOCK
STANDARD LINES USING FEET

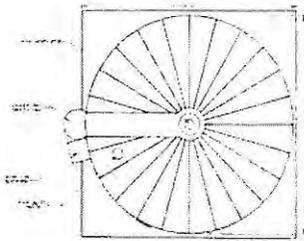
DIMENSION	FEET	INCHES	FEET	INCHES	FEET	INCHES
1	2.0	0.0	2.0	0.0	2.0	0.0
2	3.0	0.0	3.0	0.0	3.0	0.0
3	4.0	0.0	4.0	0.0	4.0	0.0
4	5.0	0.0	5.0	0.0	5.0	0.0

KELLY Engineering, P.C.

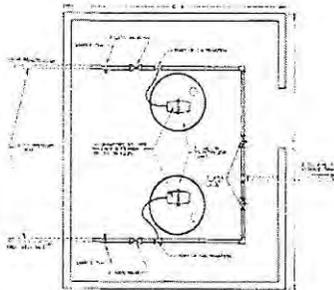
WATER PLAN B DETAILS

WATER MAIN MEASUREMENT
ROUTE 72
LIBERTY, OHIO

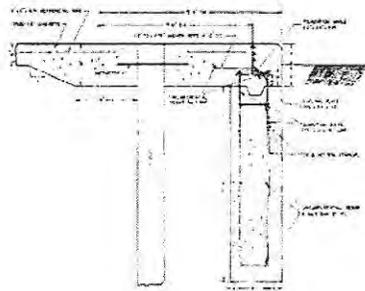
TITLE	DATE	SCALE	3 of 7
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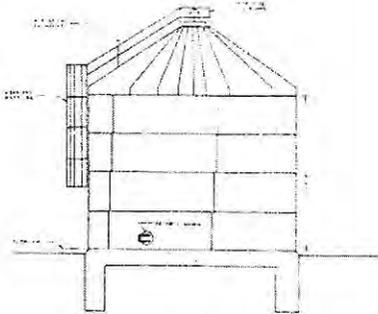
PLAN VIEW



SLAB VIEW

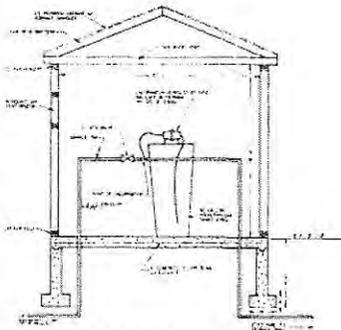


FOUNDATION PLAN



ELEVATION VIEW

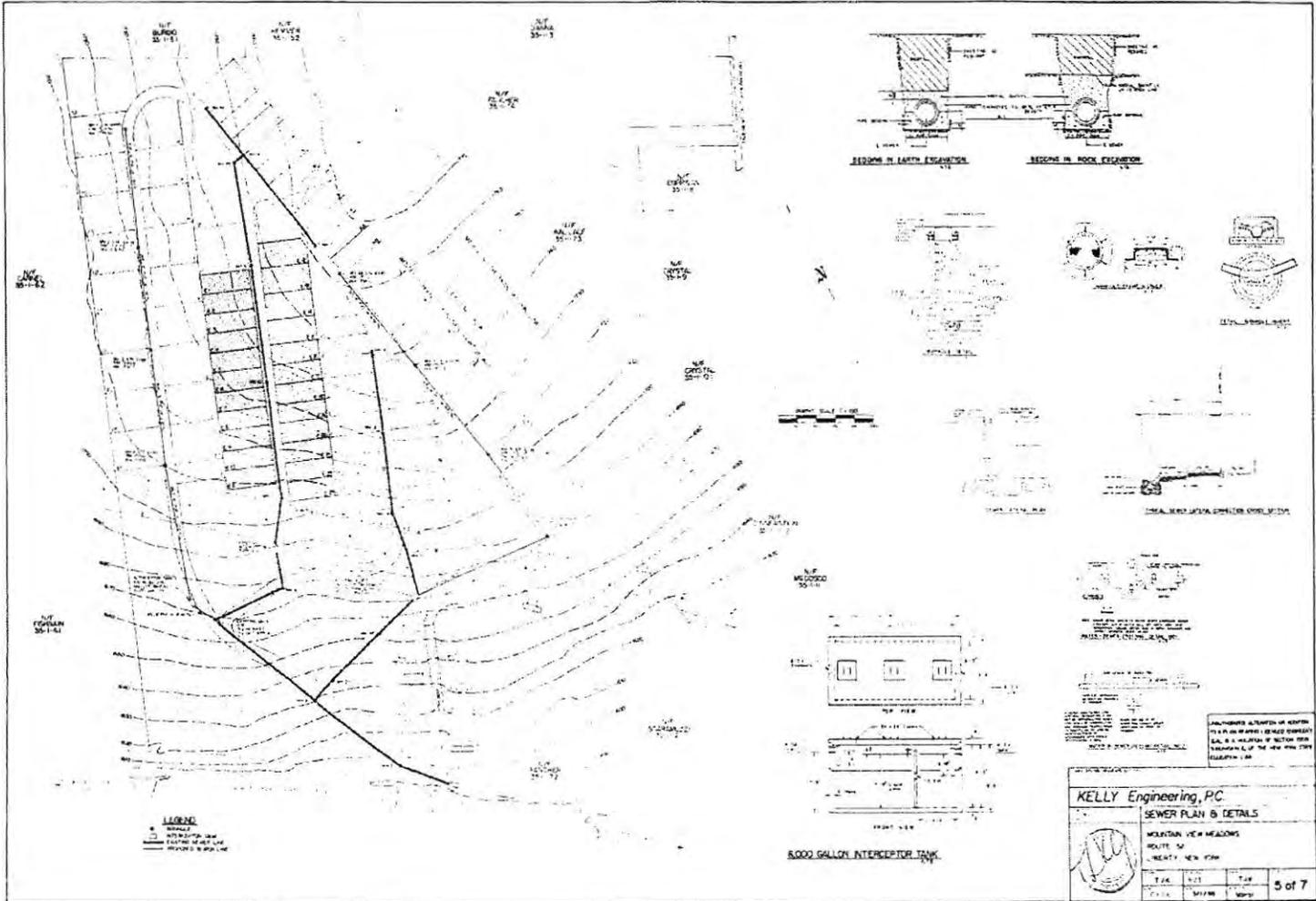
STORAGE TANK DETAIL



ELEVATION VIEW

CHLORINATION BUILDING DETAIL

		KELLY Engineering, P.C.	
PROJECT:		WATER STORAGE & CHLOR	
LOCATION:		MOUNTAIN VIEW MEADOWS ROUTE 52 LIBERTY, NEW YORK	
DATE:	1.16.11	DRAWN BY:	J.P.
AS SHOWN:	1.16.11	CHECKED BY:	J.P.
			4 of 7



KELLY Engineering, P.C.
SEWER PLAN & DETAILS
 WILSON, NEW MEXICO
 ROUTE 50
 BERRY, NEW JERSEY

DATE	2-21	TIME	
FILE	11/10	DATE	5 of 7

UNLAWFUL ALTERATION OR ADDITION
TO A PLAN, SPECIFICATION, CONTRACT,
OR INSTRUMENT OF SERVICE FOR
REVISIONS TO THE NEW YORK STATE
DESIGNER LAW

LINE D-D STA 0+00 to 12+95

LINE E-E STA 0+00 to 12+45

KELLY Engineering, P.C.		DATE: 04/11/04
SCALE: 1" = 10'	SEWER PROFILE D-D & E-E	PROJECT: ROUTE 54
	MOUNTAIN VIEW MEADOWS	
	LIBERTY, NEW YORK	
DATE: 04/11/04	BY: J.K.	6 of 7

TRAILER PAD DETAIL

- Minimum dimensions for mobile home shall be as follows or otherwise as detailed herein that a distance of:
- (1) At least twenty five (25) feet from an adjacent public utility.
 - (2) At least ten (10) feet from an adjacent property line.
 - (3) At least ten (10) feet from the right-of-way line of a public street or highway.
 - (4) At least three (3) feet from the rear boundary of any structure located within the yard.

TYPICAL LOT LAYOUT

KELLY Engineering, P.C.

TRAILER LOT LAYOUT

MOULTON VILLAGE MEADOWS
ROUTE 52
LIBERTY, NEW YORK

DATE	BY	APP'D	SCALE
05/20/08	JK	JK	AS SHOWN

7 of 7

supervisordemayo townofliberty.org

From: d.knack townofliberty.org
Sent: Wednesday, March 26, 2025 3:02 PM
To: supervisordemayo townofliberty.org
Subject: RE: Request to Amend Sewer Agreement – Mountain View Meadows MHP

Frank, Wayne and I feel that this project should be gone over by an engineer to figure out if the Loomis system can handle the amount of flow that they will be sending.

From: supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>
Sent: Tuesday, March 25, 2025 11:37 AM
To: d.knack townofliberty.org <d.knack@townofliberty.org>; w.s.dept townofliberty.org <w.s.dept@townofliberty.org>
Cc: j.lennon townofliberty.org <j.lennon@townofliberty.org>
Subject: FW: Request to Amend Sewer Agreement – Mountain View Meadows MHP

Mornin' Damon,

The Board is going to want to know from you that we have sufficient capacity to support this. Before the meeting, please evaluate and respond...via email is fine.

Thaks.
Frank

Frank DeMayo
Town of Liberty Supervisor
120 N Main Street
Liberty NY 12754
(845) 292-5111

Confidentiality Notice: This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Do NOT forward it to a third party without the written consent of the sender. The Town of Liberty is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law. Thank you.

From: Joel Kohn <joel@jkexpediting.com>
Sent: Tuesday, March 25, 2025 11:18 AM
To: supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>
Cc: l.dutcher townofliberty.org <l.dutcher@townofliberty.org>; Shmuel Sandel <shmuel@jkexpediting.com>
Subject: Request to Amend Sewer Agreement – Mountain View Meadows MHP

Good morning Supervisor Demayo,

As we discussed a few weeks ago, Mountain View Meadows MHP on Route 52 is seeking to amend its 2015 sewer agreement. The existing agreement allocates sewer capacity for a total of 75 homes across

three parcels: Mountain View Meadows MHP, the original 15 mobile homes on the lower portion of the property, and Cherry Lane MHP.

The proposed amendment would allow for a total of 81 mobile homes at Mountain View Meadows MHP, aligning the agreement with the approved site plan. As noted, there is sufficient sewer capacity at the Loomis Sewage Treatment Plant to accommodate the additional flow..

See attached the 2015 sewer agreement, and the site plan.

Please add this to the April 7 Town Board agenda so it can be discussed with the rest of the Town Board members.

If you have any questions please do not hesitate to contact me.

Sincerely,

Joel Kohn

JK Expediting Services
390 Broadway, Suite 1
P.O. Box 369
Monticello NY 12701
845-796-9110
Joel@jkexpediting.com

Amanda VanEtten

From: Dan Fagnani
Sent: Wednesday, April 2, 2025 12:35 PM
To: Frank DeMayo (supervisordemayo@townofliberty.org)
Cc: c.gerow@townofliberty.org; l.dutcher@townofliberty.org; vince.mcphillips@townofliberty.org; dean.farrand@townofliberty.org; j.lennon@townofliberty.org; Bruce Davidson; Helen Budrock; John Peterson; Jeff Francisco; Nick Rusin (n.rusin@townofliberty.org); Water and Sewer Department - Town of Liberty (w.s.dept@townofliberty.org); Damon Knack (d.knack@townofliberty.org); Joe Gollin; Dennis Bacon; Matthew R. Smith - Municipal Solutions, Inc. (mrsmith@municipalsolution.com); Cheryl DeCarr; Cory Dame; w.banks@townofliberty.org; Dave Ohman; Amanda VanEtten; Dan Fagnani
Subject: Liberty (T) April 7, 2025 Town Board Meeting Handout
Attachments: Liberty (T) TBMtg Handout 04-07-25.pdf; Liberty (T) Swan Lake WWTP Sludge Disposal - TAM Enterprises, Inc. Proposal 3-21-25.pdf; Liberty (T) Swan Lake WWTP Temporary Press Rental - MSD Environmental Bid Summary & Proposal 3-21-25.pdf; Liberty (T) Loomis Clarifier Repair Response Summary and Koester Associates, Inc. Bid Sheet and Proposal Package.pdf

Hi Frank and all,

I am sending our project update handout for the April 7 meeting and associated items are attached for board information and review. Dave plans to be there on Monday for the meeting.

Key Items for Board Review and Consideration at this meeting:

Swan Lake WWTP SPDES Permit/ NY-2A Application for Flow Expansion:

- Delaware submitted the complete NY-2A Application Form for a flow expansion and PER Amendment No. 1 to the regulatory agencies for review and to allow NYSDEC to proceed with the SPDES Permit review

Swan Lake WWTP SPDES Permit Notice of Violation (NOV):

- **Sludge Disposal Services Bid Award**
 - Review the 3/21/25 Tam Enterprises, Inc. proposal, and consider:
 - **Accepting the 3/21/25 TAM Enterprises, Inc. proposal for Sludge Disposal Services for future use and consideration**
 - Authorizing the Town to issue a notice of intent to accept services, as needed, including Bid Sheet
 - Authorizing the Town Supervisor and Clerk to execute the necessary paperwork (e.g., invoices, etc.)
- **Temporary Sludge Dewatering Services Bid Award**
 - Review the 3/21/25 MSD Environmental Services, Inc. proposal for Temporary Sludge Dewatering Services, and consider:
 - **Accepting and authorizing the Town Supervisor to sign the 3/21/25 MSD Environmental Services Inc. proposal for Temporary Sludge Dewatering Services for future use and consideration**
 - **Authorizing the Town Director of Finance to issue a purchase order to MSD Environmental Services Inc. for Mobilization and Demobilization, Startup Assistance and Training, and up to four (4) months of rental, with a total not to exceed cost of up to \$101,750, including, Bid Summary & Proposal, and Customer (Town) Certificate of Insurance**
 - Authorizing the Town Supervisor and Clerk to execute the necessary paperwork (e.g., certificate of insurance, invoices, etc.)

Loomis WWTP Clarifier Repair RFP Award:

- Review Loomis Clarifier Repair RFP Response Summary, and consider:
 - Accepting the 3/28/25 *Koester Associates, Inc.* proposal for the Loomis WWTP Clarifier Repair
 - Authorizing the Town Director of Finance to issue a Purchase Order to *Koester Associates, Inc.*, awarding the Loomis WWTP Clarifier Repair Work for a price of \$14,286.25, including *Koester Associates, Inc.*'s Bid Sheet and Proposal Package
 - Authorizing the Town Supervisor and Clerk to execute the necessary paperwork (e.g., invoices, etc.)

Indian Lake Sanitary Sewer Main Repair

- Meeting needed with W&S Dept. and Town to refine the technical problems and options to address this before June 1

Attachments:

- Meeting Handout
- Swan Lake WWTP NOV
 - 2-3-a – Sludge Disposal Services Bid Award
 - 3/21/25 TAM Enterprises, Inc. Bid Sheet
 - 2-3-b – Temporary Sludge Dewatering Services Bid Award
 - 3/21/25 MSD Environmental Services Bid Summary and Proposal
- Loomis WWTP Clarifier Repair RFP Award
 - RFP Response Summary, and *Koester Associates, Inc.* Bid Sheet and Proposal Package

If anyone has any questions before the meeting, please contact Dave on his cell at 607-643-1356.

Frank/Nick:

We will forward 8X via Fed Ex tonight for distribution to Town staff as needed.

Best to you all,



DANIEL FAGNANI, P.E.
PROJECT ENGINEER
55 South Main Street | Oneonta, NY 13820
607.432.8073 x309 (office)
607.316.3977 (mobile)
dfagnani@delawareengineering.com



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073 / Fax: 607.432.0432
DelawareEngineering.com

Town of Liberty, NY April 7, 2025 Town Board Meeting Update on Projects

1. *Swan Lake WWTP Upgrade*

Key Items for Board Review and Consideration at this meeting:

- **None**

Preliminary Engineering Report (PER) Amendment No. 1:

- At the March 17, 2025 meeting the Town Board resolve to accept the Preliminary Engineering Report Amendment No. 1 (last revised March 10, 2025) for the Swan Lake WWTP upgrade, with a total project budget of up to \$40M and a plant flow capacity of up 960,000 gpd
- Delaware submitted the PER Amendment No. 1 and final comprehensive NY-2A Application Form and package for a flow expansion and to the regulatory agencies for review and to allow NYSDEC to proceed with the SPDES Permit review
 - NYSDEC will begin SPDES Permit review (6-month process)
 - NYSEFC and NYSDEC will not review the engineering report documents or design until NYSDEC issues the draft permit to the Town for public comment

Critical Items Planned for the to Keep Moving the Project Forward

- Resume design (e.g., plans and specifications and Basis of Design Report), anticipated to be completed by October 2025

Project Funding/Financing Overview:

- Project Budget Overview
 - Proposed Project Budget = \$40 M
 - Current Project Funding = \$11.4M
 - Other Funding = \$ 0M (other funding opportunities e.g., WQIP, USDA-RD, & Enhanced. WIIA, etc. under review)
 - Town Portion = \$28.6M (loan, may go down with other Funding)

Additional Funding Request – NYSDEC WQIP

- **The Town plans to reapply in 2025**
- On 1/15/25 a meeting was held with NYSDEC WQIP Program Staff to discuss the project
 - The project scored well as a General WWTP Upgrade project
 - This project scored a total of 69 out of 115 points possible (Fallsburg was funded in 2024 with a total score of 75)
 - This project only scored 5 out of 40 points possible for Performance Measures for the 2024 program goals (disinfection, phosphorus reduction, watershed implementation, CSO, SSO, removal of onsite, septic systems, etc.).
 - Program goals can change each application year
 - There may be up to 5 points that the Town can gain for Climate Resilience. The Town is currently considering working though process to be a Climate Smart Community
 - 2025 scoring criteria not determined yet
- **Delaware plans to continue to work with the Town seek additional funding to mitigate rate impacts prior to commencement of debt services/loan repayments in 2027-2028 (3-4**

DELAWARE ENGINEERING, D.P.C.

years out)

- Request to Modify an EFC Funding Agreement
 - **Nothing new this month**
 - Current Project Financing Agreement = \$18M
 - A draft/unsigned Request to Modify an EFC Funding Agreement form and updated cost estimate on SRF Budget Form showing current and proposed budget increase to \$40M and an upgrade capacity increase from 0.686 to 0.960 MGD upgrade, as well as questions related to ER and design review schedule, was submitted to NYSEFC on 6/28/24. Comments, and responses to questions were as follows:
 - *The Town needs to sign the PFA mod request, the schedule extension needs to be included, and it should be submitted to the CWapply email address at the bottom of the form*
 - *EFC will need a new engineering report as soon as DEC confirms SPDES limits*
 - *EFC will coordinate with DEC to confirm who will be the lead agency for review and approval of the revised engineering report, BODR, plans and specifications.*
 - *EFC and/or DEC will not approve the revised ER/P&S until the new permit is finalized*
 - *EFC can start reviewing the design once draft permit limits are issued for public comment, but no review will be considered final until the final SPDES permit issued. Please check with DEC on their approval process.*
 - The final Request to Modify for a \$40M upgrade, signed by the Town Supervisor, including schedule and other additional information, was submitted to NYSEFC on September 17, 2024
 - NYSEFC is reviewing to evaluate possible opportunities for funding the additional amount
 - **Based on a call with NYSEFC on 11/7/24, a PFA for the revised project cost can't be issued until the PER Amendment is approved, which is contingent upon draft/final SPDES permit limits**
- **FFY 2025 IUP / Updated PFA for the Updated \$40M Project Budget/FFY 2026 IUP**
 - The Final Intended Use Plan (IUP) for clean water projects became effective on October 1, 2024.
 - This project is listed on the annual list with a Total Cost of \$40M, and is eligible for short term financing in FFY 2025 (October 2024 – September 2025), pending PFA Modification Request Approval (see Request to Modify an EFC Funding Agreement, above)
 - Project Listing Update System (PLUS) update is not needed for this project since it has a closed financing. (Confirmed with NYSEFC on 3/5/25).

Moving the WWTP Upgrade Project Forward

- Professional Services Work
 - Information Session Regarding Swan Lake Waste Water Treatment Plant Upgrades was held on 5/28 @ 6:30 pm at the Swan Lake Fire House
 - At the June 3, 2024 meeting the Town agreed to a project budget of \$40M and a plant flow capacity capable of 960,000 gpd (maximum potential WWTP buildout using the existing oxidation ditches)
 - **PER Amendment No. 1 and NY-2A Application Form for a flow expansion and PER Amendment No. 1 were submitted to NYSDEC and NYSEFC**
 - Resume design (e.g., plans and specifications and Basis of Design Report), to be completed by October 2025
 - **See Key Items for Board Review and Consideration at this meeting and Critical Items to Keep Moving the Project Forward above**

DELAWARE ENGINEERING, D.P.C.

- **SPDES Permit/NY-2A Application for Flow Expansion**
 - **NY-2A Application Form package for a flow expansion and PER Amendment No. 1 were submitted to NYSDEC and NYSEFC**
 - **Notice of Incomplete Application received on June 3, 2024**
 - SPDES Permit
 - General Comments from NOI Application cover letter
 - SPDES Outfall Location
 - Incorrect outfall location in the current permit
 - Revise NY-2A to reflect current outfall location
 - Provide easements for all non-Town owned property
 - Stream Disturbance
 - Upgraded outfall pipe will require a Stream Disturbance Permit
 - Freshwater Wetlands
 - No nearby wetlands currently
 - NYSDEC is amending freshwater wetlands regulations, effective 01/01/25
 - NYSDEC may reevaluate our jurisdiction for the proposed project at a later time.
 - State Environmental Quality Review (SEQR)
 - Appears to be an Unlisted action
 - Short Environmental Assessment Form is required
 - Uniform Procedures
 - New applications processed pursuant to Uniform Procedures regulations
 - Major Action, will require a 30-day public comment period
 - Community Risk and Resiliency Act (CRRA)
 - Requirement to demonstrate that the applicant has considered future physical climate risk due to sea-level rise, storm surge and flooding
 - Technical Comments
 - General Corrections – Minor corrections required
 - NY-2A – Minor corrections/additional information required
 - Additional Submittals - Revision Required
 - Topographic Map
 - Conditional Exclusion Certification Form
 - Consideration of Future Physical Climate Risk Form
 - Stream Disturbance, Freshwater Wetlands, SEQR, Uniform Procedures, and Community Risk and Resiliency Act (CRRA)
 - Conference call with NYSDEC on June 21, 2024 focusing on outfall location
 - The current outfall location and receiving waterbody (West Branch Mongaup River), which has been in place since 1984, is not the outfall location and receiving waterbody (tributary to the West Branch Mongaup) in the existing permit.
 - **Affects Water Quality analysis and may affect discharge limits**
 - **A response to notice of incomplete application (NOIA) and was submit to NYSDEC with the final comprehensive NY-2A Form application package**
- **Project Schedule (updated February 26, 2024)**
 - The Anticipated Project Schedule based on completion of design prior to draft effluent limits which are anticipated to be provided by NYSDEC in October 2025
 - A summary of the detailed schedule is as follows:

Task/Milestone	Timeframe Start to Complete	Date/Timeframe (A) / (T)
WQIP CFA 2024 Application	Completed	July 2024 (A)
Design Completion (intermittent)	15-months	July 2024 – September 2025 (T)
NYSEFC Request to Modify an Existing PFA	Completed	September 2024 (A)
WQIP 2024 Award Announcement	1-month	December 2024 (A)
202(b) Process & Bond Resolution	4-months	November 2024 – February 2025 (T)
Submit Final SPDES NY-2A Items	1-3 months	December 2024 – March 2025 (T)
Submit Preliminary Engineering Report	1-3 months	December 2024 – March 2025 (T)
Review & consider revising Schedule of Rates	12-months	January 2025 – December 2025 (T)

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NYSDEC SPDES Permit Technical Review	6-months*	April – September 2025 (T)
WQIP CFA 2025 Application	3-months	June – August 2025 (T)
Complete Design	1-month	October 2025 (T)
NYSDEC SPDES Permit Draft Limits	1-month*	October 2025 (T)
NYSDEC SPDES Public Notice	1-2 months*	October – November 2025 (T)
NYSDEC & NYSEFC PER and Design Rev.	2-4 months*	October 2025 – January 2026 (T)
NYSDEC SPDES Permit Finalized	1-2 months*	December 2025 – January 2026 (T)
Anticipated WQIP Award Announcement	3-months	January – March 2026 (T)
NYSDEC & NYSEFC PER Approval	1-month*	February 2026 (T)
NYSDEC & NYSEFC Design Approval	1-months*	March 2026 (T)
NYSEFC Revised PFA Approval Memo	1-2 months*	March – April 2026 (T)
Authorization to go to Bid from Town	1-month	May 2026 (T)
Close on Revised SRF Financing	1-2 months*	May – June 2026 (T)
Bidding	1-months	May 2026 (T)
Review Bids, Funding, and Revised Budget	1-month	June 2026 (T)
Town GO/NO GO	1-month	June 2026 (T)
Award	1-month	June 2026 (T)
Notice to Proceed	1-2 months*	July – August 2026 (T)
Construction	18-months	September 2026 – February 2028 (T)
Substantial Completion	1-month	January 2028 (T)
Construction Completion	1-month	February 2028 (T)
NYSEFC Long Term Loan Closing	1-month*	June 2028 (T)
Revised Schedule of Rates is effective	1-month	August 2028 (T)

* Gray shading denotes regulatory processes. Estimated timeframes for action, or review and approval periods subject to change. All subsequent anticipated dates shall be revised as necessary once regulatory approvals are obtained.

- On-site Under Ground Fuel Tanks

- **Nothing new this month**
- **NYSDEC is seeking backfees for each 5-year period that each tank was active.** Based on the fee schedule, capacity of tanks 1 and 2 was 1,500 gal, the back fee charges would be \$100 every five years from 1986 to 2011 or approximately \$500. From 2011 to present we are looking at \$300 for every five years or approximately \$900 for a total back fee charge of approximately \$1,400 – NYSDEC confirmed that fee is \$1,400
- At the August 5, 2024 meeting the Town Board Authorize the Town Supervisor to sign the PBS Application Form, and for the Town Director of Finance to issue a check payable to NYSDEC for \$1,400 for the existing underground fuel stage tank registration application
- Delaware picked up check from Cheryl and Application Form from the Town Supervisor and send into NYSDEC along with the tank registration application form
- **Need to confirm with NYSDEC that the remaining section of the registration forms are properly completed**
- **Final PBS Application and Application Fee will be submitted to NYSDEC**

- Subcontract Work

- **Nothing new this month**
- **Mechanical/HVAC Design Review – Jade Stone (MWBE)**
 - Retaining a MWBE firm to provide mechanical/HVAC design review
 - Peer review of HVAC design
 - **Subcontract pending**

2. *Swan Lake WWTP SPDES Permit Notice of Violation (NOV)*

Key Items for Board Review and Consideration at this meeting:

- **Sludge Disposal Services Bid Award**
 - Review the 3/21/25 *Tam Enterprises, Inc.* proposal for *Sludge Disposal Services*, and consider:
 - Accepting the 3/21/25 *TAM Enterprises, Inc.* proposal for *Sludge Disposal Services* for future use and consideration
 - Authorizing the Town to issue a notice of intent to accept services, as needed, including Bid Sheet
 - Authorizing the Town Supervisor and Clerk to execute the necessary paperwork (e.g., invoices, etc.)

- **Temporary Sludge Dewatering Services Bid Award**
 - Review the 3/21/25 *MSD Environmental Services, Inc.* proposal for *Temporary Dewatering Services*, and consider:
 - Accepting the and authorizing the Town Supervisor to sign the 3/21/25 *MSD Environmental Services Inc.* proposal for *Temporary Sludge Dewatering Services* for future use and consideration
 - Authorizing the Town Director of Finance to issue a purchase order to *MSD Environmental Services Inc.* for Mobilization and Demobilization, Startup Assistance and Training, and up to four (4) months of Trailer Mounted Press Rental, with a total not to exceed cost of up to \$101,750, including, Bid Summary & Proposal, and Customer (Town) Certificate of Insurance
 - Authorizing the Town Supervisor and Clerk to execute the necessary paperwork (e.g., certificate of insurance, invoices, etc.)

Status Update

- Delaware submitted the Town's NOV Response package – including Draft Schedule of Compliance – on February 28, 2025 deadline, and requested that the Department review the package, and then set up a meeting to discuss Department comments so that a final SOC can be agreed upon.
- The cost to move forward with the recommended plan is estimated to be between \$700-800K
- Meeting to discuss Department comments is pending

NOV Work In Progress (before Final Schedule of Compliance)

1.) **Effluent Parameter Exceedances**

2-1 **Flow**

2-1-a – Confirm Accuracy of Flow Meters – **Pending onsite work**

- At the March 17, 2025 meeting the Town Board authorized the Town Director of Finance to issue a *Purchase Order* to *Cyclops Process Equipment* for work associated for the *Swan Lake WWTP Notice of Violation*, for the installation and configuration of a vendor supplied temporary doppler meter (and 1-month rental), and Town owned doppler meter to *Confirm the Accuracy of the Flow Meters*, at a cost of \$2,600
- **Flow meter work pending plan to set up rental meter for May 2025 for one month – need to confirm with vendor**

2-1-a – Sewer Use Ordinance Monitoring and Enforcement – **On-going by Town**

2-2 **Organic Removal Performance**

2-2-d – Run All Three (3) Blowers – **Will be done as needed by plant staff**

2-3 **Waste and Remove More Sludge**

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2-3-a – Sludge Disposal Services Bid Award

- On Friday March 21, 2025 the Town received bids for the Swan Lake WWTP NOV, Sludge Disposal Services
- **One (1) response was received from TAM Enterprises, Inc., Bid Sheet attached**
- The *Liquid Sludge Disposal* pricing was requested as a backup/contingency to the *Temporary Sludge Dewatering*, and is not anticipated to be used, unless for some reason there is an issue securing the temporary belt press (See 2-3-b – Temporary Sludge Dewatering)
- It is anticipated that the facility will generate one and a half (1.5) 20-yard containers/24 tons per month X \$225 per ton = \$5,400/month, \$21,600 for four (4) months
- **We recommend that the Town accept the 3/21/25 TAM Enterprises, Inc. proposal for Sludge Disposal Services, for the *Liquid Sludge Disposal (\$0.21/gallon)* and *Dewatered Sludge Disposal (\$225/ton)* for future use and consideration**
- **Therefore, should the Town agree with our recommendations, we then recommend that the Town Board resolve to:**
 - **Accept the 3/21/25 TAM Enterprises, Inc. proposal for Sludge Disposal Service for future use and consideration**
 - **Authorize the Town to issue a notice of intent to accept services, as needed, including Bid Sheet**
 - **Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., invoices, etc.)**

2-3-b – Temporary Sludge Dewatering Services Bid Award

- On Friday March 21, 2025 the Town received bids for the Swan Lake WWTP NOV, Temporary Belt Press Rental
- **One (1) response was received from MSD Environmental Services for Temporary Sludge Dewatering, Bid Summary & Proposal attached**
- **Based on information reviewed with the Town including the February 19, 2025 NOV meeting package, the estimated budget for the Temporary Sludge Dewatering Services was \$150,000 (\$50K/month for three months).**
- During review of the RFP with WWTP Staff decided that the rental is should be onsite June 1st to September 15th, 2025, up to four (4) months of rental
- **We recommend that the Town accept the 3/21/25 MSD Environmental Services proposal for *Temporary Sludge Dewatering Services* for future use and authorize the *Town Director of Finance* to issue a purchase order to *MSD Environmental Services* for Mobilization and Demobilization, Startup Assistance and Training, and up to four (4) months of Trailer Mounted Press Rental, with a total not to exceed cost of up to \$101,750, including MSD Environmental Services for Temporary Sludge Dewatering, Bid Summary & Proposal, and Customer (Town) Certificate of Insurance**
- Under the terms of this agreement, the Customer (Town) will be responsible to provide a certificate of Insurance, providing the following:
 - Property coverage for the value of the rental unit and including (insert equipment owner) as a loss payee: Press Value: \$450,000 Portable Conveyor Value: \$35,000
 - Liability coverage for no less than \$1,000,000 per occurrence for bodily injury and/or property damage and \$2,000,000 aggregate, listing (insert equipment owner) as additional insured
 - Cancellation provision to give 30 days' notice to Certificate Holder.
- **Therefore, should the Town agree with our recommendations, we then recommend that the Town Board resolve to:**

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- Accept the and authorize the Town Supervisor to sign the 3/21/25 MSD Environmental Services proposal for Temporary Sludge Dewatering Services for future use and consideration
- Authorize the Town Director of Finance to issue a purchase order to MSD Environmental Services for Mobilization and Demobilization, Startup Assistance and Training, and up to four (4) months of Trailer Mounted Press Rental, with a total not to exceed cost of up to \$101,750, including MSD Environmental Services for Temporary Sludge Dewatering, Bid Summary & Proposal, and Customer (Town) Certificate of Insurance
- Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., certificate of insurance, invoices, etc.)
- **Water Treatment Chemical (WTC) for Temporary Sludge Dewatering**
 - The Town is required to provide all chemicals that will be used with the temporary sludge dewatering press
 - A Water Treatment Chemical (WTC) Form for the chemical that will be used with the temporary sludge dewatering press was submitted to NYSDEC for review
 - Once NYSDEC approves, we will contact the vendor for pricing
 - It is estimated that 8 gallons will be used each day the press is operated
 - Based on running 2x per week at 8 gallons per day they may use up to four 55-gallon drums during the summer
 - Cost per drum is pending, anticipate that chemical will end up costing the Town \$5,000 or less
 - We will be working with Cheryl and WWTP staff to develop and circulate a quote request for this as part of ongoing NOV GSA work

4.) Sewer Use Law Update

2-1 Update Sewer Use Law (source rag control only) (See Item 1-6 Above)

NOV Work Pending Final Schedule of Compliance (SOC)

1.) Screenings and Rags

- 1-1-a – Hire Additional Staff – Is Town planning to advertise to hire up to two staff for 4 months?
- 1-1-b – Install New Bar Rack
- 1-3 – New Mechanical Screen in Influent Channel (Auger)
- 1-6 – Update Sewer Use Ordinance

3.) Plant Coverage

3-1 Hire more Operators at WWTP

- On December 20, 2024 NYSDEC the Town received a Notice of Violation letter for the Swan Lake WWTP Annual Compliance Inspection
- A NOV technical meeting was held on Wednesday 1/15/2025, and NYSDEC will be expecting in the form of a written response by Friday 2/14/25:
 - A proposal for dealing with screenings and rag removal at the Swan Lake SD STP and a commitment to a schedule for corrective actions so the facility may meet its permitted effluent limits during the summer of 2025
- The Department also expects the development of a revised Sewer Use Law that states a method for limiting rag generation with a control measure at sources, prior to discharge at the plant
- On February 10, 2025 Delaware Engineering requested that the Department consider granting the Town a two-week extension for the response to the NOV from 2/14 to 2/28
- NYSDEC approved this request and an extension to 2/28
- Delaware met with the Town on January 30, 2025 and February 19, 2025 to review NOV Items and Discuss the Plan forward
- At the February 19, 2025 meeting, the Town agreed to move forward with the following options:

NOV Item / Options	
1.) Screenings and Rags	
1-1	Hire Additional Staff and Install New Bar Rack

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1-3	New Mechanical Screen in Influent Channel (Auger)
1-6	Update Sewer Use Ordinance, Update by Town Attorney
2.) Effluent Parameter Exceedances	
2-1	Flow
2-1-a	Confirm Accuracy of Flow Meters
2-1-b	Sewer Use Ordinance Monitoring and Enforcement
2-2	Organic Removal Performance
2-2-d	Run All Three (3) Blowers
2-3	Waste and Remove More Sludge
2-3-a	Haul More Liquid Sludge, When Needed
2-3-b	Temporary Sludge Dewatering
3.) Plant Coverage	
3-1	Hire more Operators at WWTP
4. Sewer Use Law Update	
4-1	Update Sewer Use Law (source rag control only) (See Item 1-6 Above)

- On February 24, 2025 Delaware met with NYSDEC to go over the proposed plan
- Delaware submitted the draft NOV Response package for Town review on 2/26/25

3. Stevensville Water Project

Key Items for Board Review and Consideration at this meeting:

- None

Funding

- All invoices paid
- On January 3, 2025 NYSEFC submitted an Unspent Proceeds letter to the Town explain how the unspent proceeds will be applied to debt service. The Town signed and returned the letter to confirm agreement with these terms.

Engineering Services

- As-builts (Record Drawings) have been completed
- Construction certification submitted to NYSDOH with Record Drawings on 1/30/25
- Record drawings were delivered to the Town on 2/10/25
- Hard copies of other deliverables (i.e., inspection reports) and digital copies (i.e., O&Ms, inspection reports and photos, and submittals) are done and will be submitted to the Town on 4/7/25

4. Swan Lake Sewer System Evaluation/I/I EPG Study

Key Items for Board Review and Consideration at this meeting:

- Review status

Project Status

- Grant Agreement Pending (see Project Funding below)
- Target areas for CCTV work identified
- Subcontract with CCTV subcontractor pending
- System component inventory of targeted areas is under way

Project Funding

- All required checklist items submitted to NYSEFC on 8/16/2024
- Town Grant Agreement with NYSEFC is pending
- Grant Agreements expected 2-3 months following acceptable Scoping Call Outline (see below)

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- Engineering Agreement with the Town was reviewed by NYSEFC and approved on 3/5/25
- A Scoping Call was held on 12/3/24 to review project outline with NYSEFC
 - EFC requested an update to the Project Scope to identify target areas in system and to include a map of said areas.
 - The updated scope and map were submitted to EFC on 12/16/24
 - On January 24, 2025 NYSEFC followed up on the Scoping Call Outline asking Delaware to confirm whether flow monitoring will be done as part of this study, and if so, identify the areas being monitored
 - NYSEFC is in the process of reviewing the documents submitted for the Town’s Swan Lake engineering study.
 - It was noticed that the application mentions flow monitoring, but the scope included in the Engineering Agreement does not
 - EFC asks for information like this to make sure the Town remains eligible for future studies
 - On 3/3/35 Delaware response to NYSEFC to confirm:
 - No flow monitoring will be done as part of this study
 - The application provided examples of the technologies that could be employed to investigate sources and causes of I&I. The list was not meant to be either exhaustive nor necessarily representative of the technologies that will be utilized on this project
 - In the case of Swan Lake, the Town has identified areas suspected of high levels of infiltration and have decided that the use of CCTV will be adequate for investigating the condition of the pipe
- At the October 5, 2024 meeting the Town Board resolved to agree to set aside \$60,000 to pay for all cost up front, prior to reimbursement

Anticipated Project Schedule

- The anticipated schedule is as follows:

• Adopt Board Resolutions	March 23, 2023 (A)
• Submit NYSCFA EPG Funding Application	August 11, 2023 (A)
• Award Announcement	February 15, 2024 (A)
• Award Letter received by Town	February 16, 2024 (A)
• Authorize the Town Clerk to publish the legal notice for RFQ	March 4, 2024 (A)
• Deadline to submit an executed Award Acceptance Form	March 8, 2024 (A)
• EPG Checklist of Supporting Documentation received by Town	March 13, 2024 (A)
• Provide update to Town Board	April 1, 2024 (A)
• Town adopts updated Board Resolutions and Plan of Finance	May 6, 2024 (A)
• RFQ for A/E Procurement	May – August 2024 (T/A)
○ Provide Legal Notice to the Town	May 6, 2024 (A)
○ Provide RFQ to the Town	May 9, 2024 (A)
○ Publication of the legal notice	May 10, 2024 (A)
○ Deadline to submit RFQ/SOQ	June 6, 2024 (A)
○ Provide Scoring, Award, & Procurement Documents to Town	by June 25, 2024 (A)
○ Town Clerk to distribute and Board to review RFQs/SOQs	June 10 – 14, 2024 (A)
○ Town Board to score RFQ/SOQ and select firm (at Board meeting)	July 1, 2024 (A)
○ Engineering Contract Submitted to Town	July 31, 2024 (A)
○ Execute Agreement with selected firm (at Board meeting)	August 5, 2024 (A)
• Submit EPG Checklist & Supporting Documentation	August 21, 2024 (A)
• Deadline to submit EPG Checklist Supporting Documentation	August 31, 2024 (A)
• Local Funding Needed (\$60,000)	November 2024 (A)
• Complete I/I Engineering Report	November 2024 – April 2025 (T)
• Field Work (CCTV & Investigations)	November 2024 (T)
• Deadline Execute Grant Agreement (GA)	by January 31, 2025 (A)
• Execute Grant Agreement (GA)	by May, 2025 (T)
• Town Review of the I/I Engineering Report	May 2025 (T)
• Submit the I/I Engineering Report to NYSEFC	by May 30, 2025 (T)
• New project listing deadline for the FFY 2026 IUP (PER) & SRF Application	May 30, 2025 (A)
• WIIA Application Deadline	June – July 2025 (A)
• Deadline to Submit Report to NYSEFC (18 Months from execution of GA)	TBD (A)
• Grant Agreement Expiration (3 years after Grant Agreement is Executed)	TBD (A)

- I&I work and reporting is anticipated to occur between October 2024 – May 2025 (T)

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I&I Study Engineering Work Status Update

- Have base system map from 2023 EPA Administrative Compliance Order Sanitary Sewer O&M
- CCTV Inspection Services Subcontract
 - Received proposals for CCTV Inspection Services. Subcontract execution by 3/14/25
 - CCTV Inspection Services work is anticipated to be completed in March-April
 - W&S Dept. scheduled to provide Traffic Control and Maintenance (TC&M) for CCTV Inspection Services Work before Spring/Summer work load (\$1,300/day savings, and will allow CCTV subcontractor to complete more work)
 - **Subcontract pending**
- Developing system component inventory (e.g. mains, manholes, and pump station) for the targeted areas
- Continuing to summarize WWTP flows and precipitation
- More work pending
- All checklist items were submitted to NYSEFC on 8/22/24
- Engineering Agreement is under review by NYSEFC
- Based on the 2/16/24 Award Notification Letter, the Village must enter into a Grant Agreement by September 30, 2024. More recent correspondence with NYSEFC indicates that a Grant Agreement will be executed in November 2024 and initial funds (\$12,500) will be available in December 2024
- Town needs a plan to have funds in place to pay for all services (\$60,000), until grant is fully disbursed
- The EPG Grant Program is an expenditures reimbursement program
- Overall, the goal is to develop an I&I report to do a capital project that is funded by State (SRF & WIIA) and Federal (BIL) funds
- SRF & BIL application deadline is May 30, 2024 (Financing applications, and new project listing deadline) and WIIA application deadline is typically June-July
- This next funding application will be the last for the BIL funding
- Note, funding for this project is being provided through NYSEFC and the Town is required to commit matching funds equal to 20% (\$10,000) of the grant award
- Grant Payments to the Town, with invoices and cost documentation, are as follows:
 - 25% of grant amount (\$12,500) upon Execution of Grant Agreement
 - 25% of grant amount (\$12,500) upon Engineering Report Submittal
 - 50% of grant amount (\$25,000) upon Engineering Report Acceptance
- Excerpt from 2023 EFG Grant Summary:

Grant Payments

Grants are disbursed in three or more payments based on the municipality's progress toward completion of an approvable engineering report. The municipality will receive the first disbursement in the amount of 25% of the total grant amount as an advance payment upon execution of the Grant Agreement with EFC. The second disbursement in the amount of 25% of the total grant amount will be made to the municipality when an approvable engineering report has been submitted for review. Note invoices and cost documentation is needed at this time. The third and final disbursement will be made once the engineering report has been accepted as complete by EFC/DEC and the remaining invoices have been submitted.

5. *Devaney Road Development Engineering*

Key Items for Board Review and Consideration at this meeting:

- **Comments on revised package returned to the Town on April 1, 2025**

Status Update

- At the January 6, 2025 meeting the Town Board resolved to authorize Delaware Engineering to provide engineering services associated with the Devaney Road Development for services provided in 2024 and going forward in 2025 under the 2025 General Services Agreement, and reimbursed to the Town through the escrow account
- On January 3, 2025 Delaware Engineering participated in a meeting via zoom, with the Town, Developer, and their Engineers to review the latest plans and the technical documents and to discuss the project and plan forward
- **Revised plan submitted to the Town on 2/13/25**
- **Delaware advised on 3/7/25 to proceed with review**
- **Town escrow account agreed to be increased on March 21, 2025**
- **Review was completed on April 1, 2025 with comments sent to Town,**
- **Town to forward to the developer, and developer's engineer**

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- In June-July 2024 Delaware had numerous discussions with Developer, Delta Engineers and Town about the planned development and water supply facilities, and conducted a flow review/data summary on the Stevensville water system to determine available system capacity for the development
 - The Town requested \$5,000 in escrow to complete this work
- At the July 1, 2024 meeting the Town agreed to the development with certain restrictions and conditions on water usage
- On 12/16/24 the Town received the final plans from the Developer/Delta Engineering
- Delaware received a request from the Town Supervisor to review the plans and correspond with Delta, under the escrow account
- Delaware estimates that at least \$10,000 will be required to cover 2024 work and complete the review
- Work can be completed under the 2025 General Services Agreement on a time and materials basis with a budget of \$10,000.
- If we believe that work will exceed this budget, Delaware will notify the Town.

6. *Loomis WWTP Clarifier Repair*

Key Items for Board Review and Consideration at this meeting:

- **Review Loomis WWTP Clarifier Repair RFP Response Summary, and consider:**
 - **Accepting the 3/28/25 Koester Associates, Inc. proposal for the Loomis WWTP Clarifier Repair**
 - **Authorizing the Town Director of Finance to issue a Purchase Order to Koester Associates, Inc., awarding the Loomis WWTP Clarifier Repair Work for a price of \$14,286.25, including Koester Associates, Inc.'s Bid Sheet and Proposal**
 - **Authorizing the Town Supervisor and Clerk to execute the necessary paperwork (e.g., invoices, etc.)**

Request for Proposals (RFP) Award

- On March 28 2025 Delaware received proposals to provide materials and labor to repair the Loomis WWTP secondary clarifier
- Three (3) responses were received, ranging from \$14,286.25 to \$24,300
- We are recommending award to low bidder Koester Associates, Inc. for a price of \$14,286.25
- RFP Response Summary, and Koester Associates, Inc.'s Bid Sheet and Proposal Package, attached
- **We recommend that, Town issue a Purchase Order to Koester Associates, Inc. awarding the Loomis WWTP Clarifier Repair Work for a price of \$14,286.25**
- **Therefore, should the Town agree with our recommendations, we then recommend that the Town Board resolve to:**
 - **Accept the 3/28/25 Koester Associates, Inc. proposal for the Loomis WWTP Clarifier Repair**
 - **Authorize the Town Director of Finance to issue a Purchase Order to Koester Associates, Inc., awarding the Loomis WWTP Clarifier Repair Work for a price of \$14,286.25, including Bid Sheet and Proposal**
 - **Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., purchase order, invoices, etc.)**

Status Update

- The Phase 1 clarifier (Kelly Engineering, installed in 2013-2014) needs some repair work (current offline)
- If an issue were to occur with the second clarifier, the facility would violate the SPDES permit for TSS, BOD, Phosphorus, etc., and would have to submit a Non-Compliance Event Form, and could receive a Notice of Violation (NOV) with enforcement action
- One quote received +/- \$15K from Clarifier vendor (e.g., bearing, oil seal, flange bearing, torque tube, steady shaft, fastener, etc.). Actual scope of work and full description of services not detailed
- Town procurement requires for all estimated public works contracts of:
 - \$3K < \$X < \$10K verbal RFP and proposals from three (3) vendors
 - \$10K < \$X < \$35K written RFP and proposals from three (3) vendors

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- o >\$35K <; formally bid pursuant to General Municipal Law § 103
- At the December 16, 2024 meeting the Town agreed to retain Delaware to assist with work on a time and materials basis with a not to exceed budget under the General Services Agreement
- The Town agreed to the 2025 General Services agreement in place at the January 6, 2025 meeting

Engineering

- At the March 17, 2025 meeting, the Town Board authorized Delaware to provide the proposed engineering services work required for the Loomis WWTP Clarifier repair, on a time and materials basis, under the 2025 General Services Agreement
- **The anticipated scope of engineering services work required to complete the Loomis WWTP Clarifier Repair, generally includes the following:**
 - o Refine the scope of work with clarifier manufacturer/vendor and plant staff – **Complete**
 - o Package vendor supplied Shop Drawings and Submittal information (or develop upgrade drawings, plan and section, 2-4 sheets) if sufficient data is missing – **Complete**
 - o Develop draft RFP including project background, scope, response requirements (site visit optional), payment/compensation (prevailing state wage rates), schedule, insurances, questions, and upgrade drawing – **Complete**
 - o Review RFP with Town W&S Dept. and distributed to 3 vendors – **Complete**
 - o Review and Summarize responses – **Not required**
 - o Provide recommendation or award for Town Board consideration – **Complete**
 - o Coordinate PO with Town Director of Finance – **Pending Town Award**
 - o Review submittals, requests for payment
 - o Up to 4 site visits by a construction inspector for onsite observation
 - o Up to 1 site visit by an engineer/project manager for engineering during construction
 - o Other?

7. *Indian Lake Sanitary Sewer Main Repair (Swan Lake Sanitary Collection System)*

Key Items for Board Review and Consideration at this meeting:

- **Review status**
- **Meeting needed with W&S Dept. and Town to refine the technical problems and options to address this before June 1**

Status Update

- A sanitary sewer main (+/-150) is failing and causing raw sewage to back up and surface
- Sewer main slopes and depths in this area are known to be shallow
- W&D Dept. believe that the main is comprised from shallow depth and freeze thaw cycles
- It appears from historic drawings that there is an existing easement, however there are trees, fences and porches over top of the main
- A contractor provided a quote to replace the sanitary sewer main that exceeded \$35K, and didn't include dealing with the obstructions, and depending on the final scope, it is very likely that This work likely will need to be publicly bid
- Delaware made a preliminary a site visit, and plans come up with options for Town consideration
- At the December 16, 2024 meeting the Town agreed to retain Delaware to assist with work on a time and materials basis with a not to exceed budget under the General Services Agreement
- The Town agreed to the 2025 General Services agreement in place at the January 6, 2025
- **Damon met with the Town Supervisor and the Town has directed Delaware to begin this critical work**
- **Town attorney confirmed Town easements on 3/11/25**
- **Meeting needed with W&S Dept. and Town to refine the technical problems and options to address this before June 1**

Engineering

- At the March 17, 2025 meeting the Town Board authorized Delaware to complete the proposed

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engineering services work required for the *Indian Lake Sewer Replacement*, on a time and materials basis, under the *2025 General Services Agreement*

- **The scope of engineering services work required to complete the Indian Lake Sewer Repair, generally includes the following:**

- Conduct preliminary site visit (completed)
- **Review CCTV work and documents with W&S Dept. and define possible options, impacts to properties, and finalize scope of work**
- **See if it can be done with Town forces**
- **Meeting needed with W&S Dept. and Town to refine the technical problems and options to address this before June 1**

If not:

- Develop upgrade drawings (plan and profiles, 2-4 sheets) based on existing infrastructure (no new site survey) (Regen, LLC \$2,500 or DE w/ Trimble)
- Develop draft RFP including project background, scope, response requirements (site visit optional), payment/compensation (prevailing state wage rates), schedule, insurances, questions, and upgrade drawing, for public bidding
- Review bid document with Town W&S Dept.
- Coordinate with Town Clerk on response schedule
- Develop Advertisement for Bid and Coordinate with Town Clerk for publication for public bidding
- No approvals required? Not an Extension
- Provide final bid documents to Town Clerk for distribution
- Review and Summarize responses
- Provide recommendation or award for Town Board consideration
- Coordinate PO with Town Director of Finance
- Review submittal, request for payment
- Up to 6 site visits by a construction inspector for onsite observation
- Up to 2 site visits by an engineer/project manager for engineering during construction
- Other?

8. *Ferndale Rd/Ferndale Loomis Road Intersection Waterline Crossing*

Key Items for Board Review and Consideration at this meeting:

- **No change**

Status Update

- **Under review with Damon**
- At the December 16, 2024 meeting the Town agreed to retain Delaware to assist with work on a time and materials basis with a not to exceed budget under the General Services Agreement
- The Town agreed to the 2025 General Services agreement in place at the January 6, 2025 meeting

Background

- The barrier that protects the waterline crossing from traffic traveling south-east on the Ferndale Loomis Road (Steep Grade) has been struck by larger vehicles three time since 2021. See photos and plan (attached)
- In the most recent event, the impact moved the barrier so that it is now touching the piping, and may have moved the vertical section of waterline out of alignment. It appears that the barrier may be cast around the vertical segment of pipe. See detail on plan (attached)
- **In its current state it seems stable but it might break the line if it sustains another impact**
- The Town Highway Department has worked with the County to place "Steep Grade" signs at the top of the Ferndale Loomis Road
- Damon and Cheryl have asked us to work with the Town to provide a recommendation for repair and get costs/proposals to complete the repairs, that will be submitted to the insurance company of the business/motorist at fault
- The nearby County bridge and guiderails sustained significant damage in the two recent events, the County wishes to repair the bridge structure and replace the guiderail this season before the traffic in that area increases
- At this time, the recommended repair would be to isolate and shut down the crossing, demo existing barrier, and install a new barrier that is similar to the existing (due to limited space). It is unlikely that the work required to complete repair (demo existing and cast new barrier) will be able to be completed without shutting down the line, and would be without service, for possibly up to a month
- Need to review and confirm with the Town Water & Sewer Dept

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- What needs to be done to shut that line down?
- Can temporary service be installed (e.g., hydrant to hydrant) at/near the bridge?
- Is there a secondary supply?
- If no secondary supply, how long can this line be down for?
- The County is considering the possibility of working with the Town to complete the necessary repairs through an intermunicipal agreement (IMA) with the Town, but may ultimately decline considering the close proximity to the Town's waterline

9. *Liberty Business Park (Old Rte 17 Corridor Development Project)*

Key Items for Board Review and Consideration at this meeting:

- Working through finding agency requirements and finances

Funding

- Total Project Cost: \$24,028,000
 - Scope: Upgrades to the existing water and sewer infrastructure along the old Route 17 corridor
- Funding Secured
 - **\$20M Fast NY Grant (state)** – Approved for design, construction, and utility infrastructure work
 - A conference call was held with ESD on 11/13/24
 - After board approval, all FAST NY projects must go through ESD's public hearing process and subsequently be approved by the Public Authorities Control Board (estimated time frame of 60 days)
 - Payments will be made as frequently as quarterly, pro-rata according to ESD's share of the project, on a cost-incurred basis
 - Need to complete SEQR, SHPO, SGIS
 - There is a one percent (1%) non-reimbursable commitment fee assessed to all awardees based on the grant amount awarded (\$200,280). The commitment fee will be due when the applicant executes documents required for processing the award, following approval by ESD Directors
 - This award shall terminate two calendar years from the date of this letter if the project has not commenced
 - The federal funding can be used for the match requirement
 - **\$1 USEPA STAG CWSRF/Congressionally Directed Spending (CDS) Grant (federal)**
 - A conference call was held with EPA on 10/3/24
 - The cost share requirement will be 20% of the total cost of the project plus the additional 80% from the Community Grant (\$1,000,000 (80%) + \$250,000 community match (20%) to total \$1,250,000 million)
 - The match can be any other source of funds except other federal dollars
 - Require National Environmental Policy Act (NEPA) review

Engineering

- At the February 3, 2025 meeting the Town Board determined through the required RFQ process that Delaware Engineering is the most highly qualified firm to provide the required A/E services, and that Supervisor, Frank DeMayo is hereby authorized to enter into contract negotiations and execute a Professional Services Agreement with said firm.
- It is anticipated that an Professional Services Agreement for the engineering associated with the Liberty Business Park (Old Route 17) Corridor Infrastructure Upgrades will be submitted to the Town for consideration
- Working through finding agency requirements and finances
 - RFQ is required
 - Delaware developed a draft RFQ and sent to the Town Supervisor for review on 12/5/24
 - At the December 2, 2024 meeting the Town Board authorized the Town Clerk to advertise for Professional Services Request for

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Qualifications for engineering services work associated with the Liberty Business Park (Old Route 17 Corridor) Infrastructure Upgrades, contingent upon approval from USEPA and Town choosing the dates for publication and for responses

- The Town Supervisor sent the draft RFQ to the USEPA to confirm that all requirements are present on 12/6/24
- USEPA conducted their review of the RFQ and confirmed that all of their requirements had been met on 12/9/24
- Delaware finalized the RFQ and legal notice and sent to the Town for advertisement in the NYS Contract Reporter, and Sullivan County Democrat with a due date of 1/22/25
 - The RFQ was advertised in the Contract Reporter on 12/23/24
 - The RFQ will be advertised on in the Sullivan County Democrat on 1/3/25
- Responses to the RFQ/Statement of Qualifications (SOQs) submitted to the Town on 1/22/25
- The Town Clerk distributed all responses to the Supervisor and all Board members at the February 3, 2025 meeting

10. Attachments

- Swan Lake WWTP NOV
 - 2-3-a – Sludge Disposal Services Bid Award
 - 3/21/25 TAM Enterprises, Inc. Bid Sheet
 - 2-3-b – Temporary Sludge Dewatering Services Bid Award
 - 3/21/25 MSD Environmental Services Bid Summary and Proposal
- Loomis WWTP Clarifier Repair RFP Award
 - RFP Response Summary, and Koester Associates, Inc.'s Bid Sheet and Proposal Package

11. Items Discussed or Reviewed at Meeting but not distributed with this package:

- None

Liberty (T) TBM Handout 04-07-25.docx
Enclosures



Itemized Quote Sheet

Items/Description	Quantity	Units	Unit Price
Liquid Sludge Disposal:	1	\$ per gallon	\$ 0.21 -
Dewatered Sludge Disposal:	1	\$ per ton	\$ 225.00 -
Sludge Box Rental (20 yard)	1	cost per month	\$ 0.00 -
Other	-	-	\$ -
Total Price (in figures):			
	NA	NA	NA

BID SUBMITTED BY:
(Name of Company)

B-1.2
TAM Enterprises, Inc.

Brian Cutler, VP

Date Submitted: 03/21/2025



Itemized Quote Sheet
MSD Environmental Services, Inc.
3/21/25 Bid Summary

Temporary Sludge Dewatering Services to be included in the Town Purchase Order

Items/Description	Quantity	Units	Unit Price	Total Price
Press Mobilization/demobilization:	1	Lump Sum	\$ 5,000	\$ 5,000
Conveyor Mobilization/demobilization:	1	Lump Sum	\$ 5,000	\$ 5,000
Startup Assistance and Training	1	Lump Sum	\$ 3,750	\$ 3,750
Trailer Mounted Belt Press Rental:	4	\$ per month	\$ 22,000	\$ 88,000
Total Not to Exceed Price (in figures):	NA	NA	NA	\$ 101,750

Additional Services for Town Consideration

	Quantity	Units	Unit Price	Total Price
Additional Startup Assistance and Training, plus travel & per diem	1	Per Day	\$ 3,000	NA
Trailer Mounted Belt Press Rental:	1	\$ per week	\$ 6,500	NA

BID SUBMITTED BY: MSD Environmental Services, Inc.
(Name of Company)

Date Submitted: 3/21/2025



MSD

Environmental Services, Inc.

March 21, 2025 (3:00 PM)

Laurie Dutcher
120 North Main Street
Liberty, NY 12754
Email: ldutcher@townofliberty.org

RE: Cover Letter - Proposal for Rental of a Trailer Mounted Belt Press

Ms. Dutcher,

Thank You for the opportunity to provide this quote for rental equipment.

Please see the following proposal for a belt press rental from MSD Environmental Services Inc.

I just want to clarify that Our Company is Not a Contractor...We are a dewatering equipment sales and rental Company. Our Personnel will not be on site.

MSD does Not have NYS worker's compensation, NYS disability or NYS unemployment.

We are taking exception to those items.

We will however, be working with BDP Industries (*BDP is a leading Belt Press Manufacturer in Greenwich, NY*) for the on-site start-up, training and service. BDP can meet the NYS requirements, including scale wages.

Please feel free to contact me if you have any questions or need additional information.

Best regards,

Dave Deaton

Dave Deaton
MSD Environmental Services inc.



MSD

Environmental Services, Inc.

March 21, 2025

Town Clerk
Laurie Dutcher
120 North Main Street
Liberty, NY 12754
Email: ldutcher@townofliberty.org

RE: Trailer Mounted Belt Press Rental Proposal

Dear Ms. Dutcher,

MSD Environmental Services, Inc. is pleased to provide you with the following quotation for the rental of a belt filter press and associated equipment for your upcoming dewatering project. MSD has both BDP and Ashbrook mobile units. We are unsure which unit will be available at time of rental. Please see the following proposal.

Equipment Description

The proposed press is a trailer mounted, 1 meter unit. The following items are included with the unit:

- 1 - Reconditioned, skid mounted belt press on an enclosed trailer. Complete with Control panel with new starters & VFD's. Includes all press and pump and optional conveyor controls.
- 1 - Venturi mixing valve with 4 point injection ring.
- 1 - Wash water booster pump.
- 1 - Progressive cavity sludge feed pump maximum of 200 GPM.
- 1 - Emulsion Polymer feed system.
- 1 - Hydraulic power unit.
- 1 - 30' long portable conveyor or BDP integrated conveyor (whichever available).

Scope of Work

MSD will perform/provide the following:

- Supply unit as described
- Test run machine prior to shipment

Under the terms of this agreement, the Customer will be responsible to provide the following:

- Access to the site to facilitate the delivery of the press.
- Forklift or backhoe to unload/reload portable conveyor.
- Utilities - 4" filtrate drain line, 4" sludge feed line and 2" water line (all plumbing connections are cam lock fittings) Electrical -480 volt, 3 phase, 100 amp power source with a disconnect.
- Mixing pump capable of maintaining *consistent* feed sludge to press.
- Set up, maintenance and repairs of unit, as outlined in the O&M manual.
- Competent operation of the unit.
- Daily cleaning of the press, after operation has ceased.
- Protection from freezing if rented during Cold temperatures.
- **Certificate of Insurance:** A certificate of Insurance providing the following:
 - Property coverage for the value of the rental unit and including MSD as a loss payee: Press Value: \$550,000 Portable Conveyor Value: \$35,000
 - Liability coverage for no less than \$1,000,000 per occurrence for bodily injury and/or property damage and \$2,000,000 aggregate, listing MSD Environmental Services, Inc. as additional insured.
 - Cancellation provision to give 30 days' notice to Certificate Holder.
 - Certificate holder to read: MSD Environmental Services, Inc., 1000 US 127 South, Eaton, OH 45320
- Any necessary **permits and associated fees** required for the project.
- *All rental equipment must be kept clean, and returned in excellent condition. Customer will be responsible for all maintenance and any cleaning charges. Customer will also be responsible for any damage/wear to the unit while in Customer's possession. Customer is responsible for missing parts or items. MSD reserves the right to inspect the equipment at any time, during normal working hours.*

Rental Pricing

Trailer Mounted Press **\$22,000.00 per month**
(3 month minimum rental term)

Weekly Over-run rental rate is **\$6,500.00 per week**

Price is based on 72 hours per week of operation. *Any additional hours in excess of 72 hours per week will be billed at **\$50.00 per hour** based on the reading from the hour meter on the control panel.*

The rental rate starts the day the unit is picked up. The rental rate stops when unit returns to our shop. It is the responsibility of the Customer to pay for pickup and delivery return transportation of the unit(s) to our Eaton, Ohio location at the conclusion of the rental period.

Mob-De Mob

Press Delivery is estimated at **\$2,500.00**. Press Return is also estimated at **\$2,500.00**.

Portable Conveyor Delivery is estimated at **\$2,500.00**. Return is also estimated at **\$2,500.00**.

Start Up & Training

Start Up assistance and training are **\$3,750.00 for one day of training (Includes travel and per diem)**. Any additional on-site support is **\$3,000.00** per day plus travel and per diem costs.

PAYMENT TERMS

The first month's rent is due prior to delivery of the equipment. The following net invoice amounts shall be due in full within fifteen (15) days from the invoice date.

Taxes and Other Charges. Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.**

This proposal is valid for 7 days

Equipment Availability

Currently, this unit is out on rent. As with any inventoried equipment, the unit is available on a "first come-first serve" basis. If the unit is rented or sold prior to your purchase, MSD can provide quotes on additional equipment.

Thank you for the opportunity to extend this proposal. We would be glad to give you quotes on other units if you are interested. If you have any questions or concerns, don't hesitate to call me at 937-313-9314.

Sincerely,

Dave Deaton

Dave Deaton
MSD Environmental Services, Inc.

Limitation of Liability

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment, and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against any and all accidents, injuries, losses and liabilities.

Non Hazardous Certification

Customer hereby certifies that none of the residuals to be provided to MSD Environmental Services, Inc. under this agreement shall constitute hazardous waste under federal, state or local law. Customer further certifies that it will not combine or mix hazardous waste with the residuals to be provided to MSD Environmental Services, Inc.

Choice of Forum and Applicable Law

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

Shipment and Risk of Loss

Risk of loss or damage to the Equipment shall pass to Customer upon tender of the Equipment to Customer or common carrier at MSD Environmental Services, Inc.'s facility. Customer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the Equipment has been returned to MSD Environmental Services, Inc.

ACCEPTANCE OF THIS PROPOSAL:

We accept the terms and conditions of this proposal as prepared and presented to _____ this _____ day of _____, 2025 for the following:

Rental of Mobile Mounted Belt Press

By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services

Customer

Signature

Signature

Title

Title

Date

Date



Stock photo – 1 meter Ashbrook





Stock photo-1 Meter 3DP unit.



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073
Fax: 607.432.0432

TOWN OF LIBERTY, NY
LOOMIS WWTP
CLARIFIER REPAIR
Proposal Results Summary
March 28, 2025

Contractor (Low to High)	Base Bid Amount	Shipping & Handling	Total
1.) Koester Associates, Inc.	\$ 14,036.25	\$ 350.00	\$ 14,386.25
2.) Kinahan Associates, LLC	\$ 21,750.00	\$ 350.00	\$ 22,100.00
3.) Concepts in Environmental Treatment and Supply	\$ 23,950.00	\$ 350.00	\$ 24,300.00
4.)	\$ -	\$ -	\$ -
5.)	\$ -	\$ -	\$ -
6.)	\$ -	\$ -	\$ -

[Redacted]

Recommended vendor

* (1) Shipping and handling costs shall be invoiced at actual cost on completion of the work.



Itemized Bid Sheet

Items/Description	Quantity	Units	Unit Price
Clarifier Repair Work (Mobilization/demobilization, parts supply, installation, etc.)	1	Lump Sum	\$ 14,036.25
Shipping & Handling Allowance ⁽¹⁾ :	1	Lump Sum	\$ 350.00
Total Price:			\$ 14,386.25

BID SUBMITTED BY: Koester Associates, Inc.
(Name of Company)

Date Submitted: 3/25/2025

⁽¹⁾ Shipping and handling costs shall be invoiced at actual cost on completion of the work, provide documentation with invoice.



QUOTATION		
DATE	NUMBER	PAGE
3/25/2025	0003084	1 of 1

B TOL025
 I TOWN OF LIBERTY
 L 120 N MAIN ST
 L LIBERTY, NY 12754-1861
 T US
 O

S TOWN OF LIBERTY
 H 2851 RTE 52
 I LIBERTY, NY 12754-0001
 P US
 T
 O

Accepted By: _____
 Company: _____
 Date: _____
 PO#: _____
 Ship To: _____

ATTENTION:
 DAMON KNACK

W.S.DEPT@TOWNOFLIBERTY.ORG

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	REPAIR CLARIFIER, WALKER	EJK/EKS	BEST WAY

QTY	PART	DESCRIPTION
-----	------	-------------

1.00	PARTS	SCOPE OF SUPPLY: (1) MK 3-36 BEARING (1) MK 3-38 OIL SEAL (1) MK 3-39 PILOTED FLANGE BEARING (1) MK 15-02 TORQUE TUBE EXT W/ FASTENERS (1) MK 15-03 STEADY SHAFT W/ FASTENERS (1) MK 15-40 FLANGE BEARING W/ FASTENERS
1.00	SERVICE	ESTIMATED DATE OF COMPLETION DATE: 8 WEEKS ARO SCOPE OF SERVICE: - TRAVEL TO SITE TO INSTALL PARTS LISTED ABOVE BASED UPON CLARIFIER EVALUATION ON JULY 1, 2024 - STARTUP & TEST
1.00	KA1247	SHIPPING & HANDLING THIS IS AN ESTIMATED AMOUNT. CUSTOMER WILL BE INVOICED FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG.

THANK YOU FOR THE OPPORTUNITY TO QUOTE.
 ALL SERVICES PERFORMED BY CONFINED SPACE TRAINED, OSHA CERTIFIED TECHNICIANS.
 IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE SIGN & RETURN.
 IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME.
 SINCERELY,
 ERIC KOESTER
 AFTERMARKET SALES MANAGER
 (315)395-5804
 EKOESTER@KOESTERASSOCIATES.COM

<p>This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at www.https://koesterassociates.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.</p> <p>QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE.</p> <p>All applicable sales, use, and excise taxes, and any tariffs, duties, levies, surcharges, or like items that may be assessed, are the sole responsibility of the Buyer and shall be in addition to the prices stated on the quote.</p>	<p>TOTAL: \$14,386.25</p>
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