



TOWN OF LIBERTY  
NEW YORK

**TOWN BOARD MEETING AGENDA**

**PLACE:** Senior Citizen Center, 119 North Main Street, Liberty, NY 12754

**DATE:** March 16, 2026

**TIME:** 6:30 P.M.

**FRANK DEMAYO, SUPERVISOR**  
DEAN FARRAND, COUNCILMEMBER  
VINCENT McPILLIPS, COUNCILMEMBER

**LURIE DUTCHER, TOWN CLERK**  
SHERRI KAVLESKI, COUNCILMEMBER  
BRUCE DAVIDSON, COUNCILMEMBER

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**-Introductory Local Law No. 1 of 2026 entitled Amending Chapter 121 of the Code of the Town of Liberty entitled "Sewers and Sewage

**CORRESPONDENCE**

**INCOMING:**

1. Correspondence from the Town of Bethel regarding a Public Hearing on 3/16/26 for an area variance.
2. Correspondence from the NYSDEC regarding the National Flood Insurance Program.
3. Copy of receipt from Sullivan County for grant match-Engineering water and sewer to the Commercial/Industrial Corridor.

**OUTGOING:**

1. Letter of support from Supervisor DeMayo to Resorts World Catskills for Dr. Hope Blecher and the Daffodil Garden Project.

**NEW BUSINESS**

1. Motion to approve the following audit:
  - March 2026 Abstract Claims #313 to #465 totaling \$501,610.41.
  - February 2026 Post Audit Claims #286 to #312 totaling \$222,913.08.
  - February 2026 General Ledger Abstract Claims # to # totaling \$
2. Motion approving the following monthly reports:
  - Town Clerk's Report 2/26
  - Tax Collector's Report 2/26
  - Tax Collector's Report 1/1/26-3/12/26
  - Revenue & Expense Summary 2/26
  - Supervisor's Report 2/26
3. Motion accepting the 3/2/26 minutes as submitted by the Town Clerk.

**OUR MISSION STATEMENT**

*We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.*



TOWN OF LIBERTY  
NEW YORK  
**TOWN BOARD MEETING AGENDA**

**PLACE:** Senior Citizen Center, 119 North Main Street, Liberty, NY 12754

**DATE:** March 16, 2026

**TIME:** 6:30 P.M.

**FRANK DEMAYO**, SUPERVISOR  
DEAN FARRAND, COUNCILMEMBER  
VINCENT McPILLIPS, COUNCILMEMBER

**LAURIE DUTCHER**, TOWN CLERK  
SHERRI KAVLESKI, COUNCILMEMBER  
BRUCE DAVIDSON, COUNCILMEMBER

---

4. Motion accepting the resignation of Lucas Roth from the Town Highway Department effective 4/3/26.
5. Motion approving the 2026 Municipal Clean-up Agreement with the County of Sullivan.
6. Motion to set the Town Spring Clean-up, as requested by the Highway Superintendent, for May 7<sup>th</sup> -9<sup>th</sup> at the Town Barn.
7. Motion to set Stone Bid on 4/16/26 at 11:00 a.m. at the Town Clerk's Office, 120 North Main Street, Liberty.
8. Motion authorizing the Highway Department to hire a mechanic and (2) HMEO's.
9. Motion for a resolution of support for the County's submission of a \$1,000,000.00 grant through the County Infrastructure Grant Program for sewer distribution upgrades and improvements to the Infirmary Road District System.
10. Motion to approve the Parks & Recreation By Laws as presented.
11. Motion to authorize payment in the amount up to \$35,136.90 to Rock Paper Plate, LLC, 29 Main Street, Parksville, upon receipt of payment to the Town for Restore NY Round 6.
12. Motion to authorize payment in the amount up to \$913,350.00 to My First Ave., LLC, 6 Main Street, Liberty, upon receipt of payment to the Town for Restore NY Round 7, the Green Building Restoration.
13. Motion setting a bid opening for a Trailer Mounted Belt Press Rental for the Swan Lake Wastewater Treatment Plant, on March 27, 2027, at the Town Clerk's Office, 120 North Main Street, Liberty.
14. Motion setting a bid opening for Sludge Disposal at the Swan Lake Wastewater Treatment Plant, on March 27, 2027, at the Town Clerk's Office, 120 North Main Street, Liberty.
15. Motion approving Introductory Local Law No. 1 of 2026 entitled Amending Chapter 121 of the Code of the Town of Liberty entitled 'Sewers and Sewage'.

#### **DISCUSSION**

1. Comprehensive Plan Update.
2. IT Request for Proposal.

Page 2 | 3

#### **OUR MISSION STATEMENT**

*We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.*

---



TOWN OF LIBERTY  
NEW YORK

**TOWN BOARD MEETING AGENDA**

**PLACE:** Senior Citizen Center, 119 North Main Street, Liberty, NY 12754

**DATE:** March 16, 2026

**TIME:** 6:30 P.M.

**FRANK DEMAYO, SUPERVISOR**  
DEAN FARRAND, COUNCILMEMBER  
VINCENT McPILLIPS, COUNCILMEMBER

**LAURIE DUTCHER, TOWN CLERK**  
SHERRI KAVLESKI, COUNCILMEMBER  
BRUCE DAVIDSON, COUNCILMEMBER

---

3. Civil Penalty amount under code subsection 60-21 Civil Penalties.

**OLD BUSINESS**

**UNDER REVIEW**

1. Quotes for tree removal at Town Hall.
2. Approval of Progressive Discipline Policy.
3. Regulations for Battery Energy Storage Systems.
4. One Way Street in Parksville.

**IN PROGRESS**

1. Illegal dumping of garbage.
2. Walnut Mt. Pavilion & Bathroom.
3. Solar Moratorium in the Commercial Industrial Zone.

**PUBLIC PARTICIPATION**

**BOARD DISCUSSION**

**EXECUTIVE SESSION-**Litigation -Code Violations.

**ADJOURN**

**OUR MISSION STATEMENT**

*We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.*

---

## Town of Bethel Zoning Board

PO Box 300 - 3454 State Route 55

White Lake, NY 12786

845-583-4350 ext. 105

845-583-0225 Facsimile

Planningandzoning@townofbethelny.gov



### Legal Notice

Town of Bethel  
Notice of Meeting

Notice is hereby given that the Town of Bethel Zoning Board of Appeals has scheduled a meeting on March 16, 2026, at 7:30pm at the Dr. Duggan Community Center, 3460 State Route 55, White Lake, New York, to discuss applications that are on the agenda.

**FURTHER NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING** will be held on March 16, 2026 at 7:30pm, or as soon thereafter as can be heard, for the following application:

1. Application for an Area Variance for two stores and a restaurant to be located at 4684 State Route 55, known as Bethel Tax Map # 8.-1-63, proposed by 4684 Rte. 55, LLC (Joel Mann, Zarin & Steinmetz LLP, Brach & Mann Associates).

The above proposal is available for inspection at the Town of Bethel Building Department, 3454 State Route 55, White Lake, New York and can also be viewed online on our website, [www.townofbethelny.gov](http://www.townofbethelny.gov). Any person(s) wishing to appear at such public hearing may do so in person or by other representation. Written comment, in relation thereto, may be filed with the Zoning Board of Appeals prior to, or at, said public hearing.

In the case of a cancellation due to inclement weather the public hearing will be moved to the following month's meeting agenda.

By the order of:

Stephen Morey, Chairman  
Town of Bethel Zoning Board



Sent electronically only

February 26, 2026

Rich Manley - Code Enforcement Officer  
Alfred Fusco, Jr. - Fusco Engineering  
Town of Liberty  
120 N Main St  
Liberty, NY 12754

RE: **Community Assistance Contact**  
Community ID # 360823  
Town of Liberty  
Sullivan County

Dear Rich Manley and Al Fusco:

It was a pleasure talking with you on February 26, 2026, to discuss the Town's participation in the National Flood Insurance Program (NFIP). The New York State Department of Environmental Conservation (NYSDEC), as state coordinating agency of the NFIP, has the duty of reviewing floodplain activities in participating communities to ensure that locally adopted floodplain management regulations are met. The NYSDEC has contracted with FEMA to perform this evaluation.

Community participation in the NFIP enables residents to purchase flood insurance coverage on structures located within the municipality. In Special Flood Hazard Areas (SFHA), flood insurance is a mandatory requirement for any structure with a loan or mortgage issued by a federally regulated lending institution. Participating communities are responsible for administering and enforcing the standards of a local law adopted for floodplain management, as referenced in Title 44 of the Code of Federal Regulations (44 CFR Part 59.2 (b)). From the call, it is an understanding that the Town has access to Local Law 2 of 2010: Flood Damage Prevention ([Chapter 79](#) within the ecodes). This document is an essential tool for understanding and enforcing the NFIP regulations. The Town of Liberty has higher standard language for critical facilities and compensatory storage within the local law as well.

#### **Floodplain Development and Compliance**

By definition, floodplain development is not limited to buildings and other structures, but also includes mining, paving, dredging, filling, excavation, and storage of equipment or materials. Therefore, the community must monitor activities that take place within the floodplain to ensure that all development is compliant with local regulations and must issue a local floodplain development permit for any development within the SFHA. The Town does currently have a separate floodplain permit on file. I also included the NYSDEC model floodplain development permit in the attached resources for your reference.

According to NYS Environmental Conservation Law Article 36, "Any local law or ordinance adopted for the purpose of qualifying a local government as a participant in the national flood insurance program shall apply to any construction or improvement undertaken within any such local government by any county, city, town, village, school district or public improvement district." [\[ECL Article 36-0107\]](#) As discussed during the meeting, any development proposed in the floodplain must receive a floodplain development permit even if it is a town or county project.

FEMA recently released an updated version of the Elevation Certificate (EC) form. This form will replace the 2019 Elevation Certificate and the revised form must be used going forward. ECs that have been certified and completed using the previous form prior to July 7, 2023, will remain valid. It is recommended that an EC is obtained if any structural development is proposed within the floodplain. The most up-to-date Elevation Certificate form has been included as an attachment for your reference.

### **Floodplain Mapping**

During the CAC, it was mentioned that the Town refers to the paper Flood Insurance Rate Maps (FIRMs) to determine if proposed construction is within the floodplain. The [FEMA's National Flood Hazard Layer \(NFHL\) Viewer \(arcgis.com\)](#) is a digital resource helpful for determining the location of development relative to the SFHA. The FEMA Map Service Center can be found at: [FEMA Flood Map Service Center | Welcome!](#) This website will allow you to download the flood maps for your entire community, the Flood Insurance Study (FIS), and any Letters of Map Change. The most recent FIRM panels for the Town of Liberty are dated 2/18/2011 (30 panels). Keep in mind that the Town is required to keep hard copies of the FIRM panels and FIS on file since the local Flood Damage Prevention Law states that the Town Hall is a repository for this information and must be made available to the public.

### **Training Resources**

Effective administration of the NFIP helps ensure more resilient development, minimizes flooding impacts, and can result in lower insurance rates for residents of your community. NFIP training opportunities are regularly offered by the NYSDEC, FEMA, and other organizations. Some of these are listed on the New York State Floodplain and Stormwater Managers Association (NYSFSMA) website: <https://nyfloods.org>. The Association of State Floodplain Managers (ASFPM) has released a new NFIP 101 online course. This course is an independent study version of the FEMA 273: Managing Floodplain Development through the National Flood Insurance Program four-day course. It can be accessed here: [NFIP101 \(floods.org\)](#). The NFIP Technical Bulletins are a great resource to better understand specific building requirements for topics such as flood openings, flood resistant materials, wet and dry floodproofing, etc.

The NYSDEC Floodplain Management Program has developed guidance resources related to the NFIP. The [NYS Floodplain Management Quick Guide](#) provides community officials with essential information about floodplain development standards and

floodplain permitting requirements as well as technical resources available to community officials, developers, and residents. The [After-the-Flood Quick Guide](#) is a tool to help NYS residents navigate recovering from flooding and lists essential resources following a flood event.

Sample substantial damage determination letters, the Substantial Damage Quick Guide, and other resources related to substantial damage and substantial improvement can be found on the following webpage: [Flood Response and Substantial Damage in New York State - NYSDEC](#). Please see the attached reference document with links to additional resources and materials.

### **Flood Insurance**

Within the Town, there are currently 10 flood insurance policies and there have been 26 paid losses due to flooding. I have attached for reference an insurance overview for the Town of Liberty. Any residents within the community can purchase flood insurance through the NFIP, even if not located in the special flood hazard area. Additional flood insurance information can be found at [floodsmart.gov](http://floodsmart.gov).

I appreciate you taking the time to meet with me to discuss your program. It was clear from the meeting that the Town is knowledgeable in the NFIP requirements. Please do not hesitate to contact me at [bailey.sawyer@dec.ny.gov](mailto:bailey.sawyer@dec.ny.gov) or (518) 402-9148 if there are any questions.

Sincerely,

*Bailey Sawyer*

**Bailey Sawyer, CFM** (*she/her*)

Environmental Program Specialist, Floodplain Management

### **New York State Department of Environmental Conservation**

Division of Water | Bureau of Flood Protection and Dam Safety

625 Broadway, Albany, NY 12233-3504

P: (518) 402-9148 | [bailey.sawyer@dec.ny.gov](mailto:bailey.sawyer@dec.ny.gov)

E-enclosures:      NYSDEC Model Floodplain Permit  
                             FEMA Elevation Certificate  
                             NFIP Guidance – Essentials  
                             Insurance Overview

Ecc: Frank DeMayo, Town Supervisor  
Laurie Dutcher, Town Clerk  
Kelli Higgins-Roche, CFM, NYSDEC Central Office  
Jacob Addeo, NYSDEC Region 3  
Marianne Luhrs, FEMA Region II  
Jason Fenn, FEMA Region II  
Jonathan Smith, FEMA Region II

County of Sullivan  
 GENERAL FUND  
 100 North Street, P.O. Box 5012  
 Monticello, N.Y. 12701

KEY BANK MONTICELLO  
 BROADWAY  
 MONTICELLO, NY 12701

Check  
 Number **317389**

Vendor Number	Check Date	Check Amount
2346	02/27/2026	\$250,000.00

Two Hundred Fifty Thousand and 00/100 Dollars\*\*\*\*\*

Pay To The Order Of

2346  
 TOWN OF LIBERTY  
 120 NORTH MAIN STREET  
 LIBERTY, NY 12754

*Kathleen Lora*  
 County Treasurer

⑈ 3 1 7 3 8 9 ⑈ ⑆ 0 2 1 9 0 6 9 3 4 ⑆ 1 2 4 0 2 5 6 7 1 ⑈

County of Sullivan - GENERAL FUND

P.O. Box 5012 Monticello, N.Y. 12701

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
12/31/2025	COM2025	COM PO# G/L Account: A-1230-40-4013	250,000.00

Vendor No	Vendor Name	Check No.	Check Date	Check Amount
2346	TOWN OF LIBERTY	317389	02/27/2026	\$250,000.00



## TOWN OF LIBERTY

*A Great Place to Work, Live and Play*

### **Office of the Supervisor**

Town of Liberty Government Center  
120 North Main Street Liberty, New York 12754

March 2, 2026

Resorts World Gives  
Resorts World Catskills  
Monticello, New York 12701

Re: Letter of Support for Dr. Hope Blecher and the Daffodil Garden Project

Dear Resorts World Gives Committee:

On behalf of the Town of Liberty, I am pleased to offer this letter of support for Dr. Hope Blecher and her proposal to bring the Daffodil Garden Project to Resorts World Catskills. This initiative aligns strongly with our community's values of beautification, education, remembrance, and civic engagement, and we believe it would be a meaningful addition to the broader Sullivan County landscape.

The Daffodil Garden Project has demonstrated its ability to transform public spaces into vibrant, reflective environments that honor stories of resilience and hope. Through the planting of daffodils—long recognized as symbols of renewal—the project fosters community pride while encouraging participation from residents, schools, organizations, and visitors. Dr. Blecher's leadership ensures that each garden is thoughtfully designed, accessible, and rooted in local identity.

A partnership between Resorts World Catskills and the Daffodil Garden Project would bring several benefits to our region:

- **Community Connection:** The project invites collaboration across generations and institutions, strengthening ties between Resorts World Catskills and the surrounding communities.
- **Environmental Enhancement:** Daffodil plantings offer sustainable, low-maintenance beauty that enhances the natural environment and supports pollinators.

#### **Our Mission Statement**

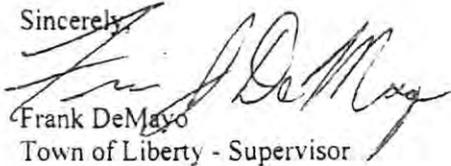
*We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.*

- Educational and Cultural Value: The gardens provide opportunities for learning, and reflection, enriching the experience of both residents and visitors.
- Regional Pride: Hosting this project would reinforce Resorts World Catskills' commitment to community-centered initiatives and contribute to the positive identity of Sullivan County.
- Notably, Resorts World Gives would be the first resort casino to host a Daffodil Garden.

Dr. Blecher is a dedicated educator and community advocate whose work consistently uplifts the people and places she serves. This Daffodil Garden Project aligns with our shared goals of fostering beauty, unity, and meaningful public engagement. For these reasons, the Town of Liberty fully supports the establishment of the Daffodil Garden Project at Resorts World Catskills and encourages Resorts World Gives to consider this proposal favorably.

Thank you for your time and thoughtful consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank DeMayo". The signature is written in a cursive style with a large, stylized initial "F".

Frank DeMayo

Town of Liberty - Supervisor

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
313	4417	CLEARFLY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1110 411		127.40	67269	
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1220 411		32.20		
GENERAL FUND - TOWNWIDE		CONTRACTUAL-TELEPHONE		A 1310 411		31.85		
GENERAL FUND - TOWNWIDE		CONTRACTUAL-TELEPHONE		A 1330 411		16.10		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1355 411		31.85		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1410 411		31.85		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1620 411		619.56		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1680 411		16.10		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 5132 411		100.08		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 6772 411		24.73		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 7020 411		76.76		
TOWN - OUTSIDE VILLAGE		CONTRACTUAL--TELEPHONE		B 3620 411		47.95		
WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--TELEPHONE		MO 8110 411		37.23		1,193.66
314	1096	CHARTER COMMUNICATIONS						
WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--CABLE		MO 8110 413		195.04	67266	195.04
315	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 1620 412		679.48	67267	679.48
316	3038	CONSTELLATION ENERGY SVC OF NY						
LOOMIS SEWER DISTRICT		CONTRACTUAL--ELECTRIC		S1 8110 412		1,999.08	67267	
S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--ELECTRIC		S2 8110 412		4,180.01		
FERNDALE WATER DISTRICT		CONTRACTUAL--ELECTRIC		W2 8310 412		1,086.32		
STEVENSVILLE WATER DISTRICT		CONTRACTUAL--ELECTRIC		W3 8310 412		3,562.91		10,828.32
317	110	NYSE&G						
STEVENSVILLE WATER DISTRICT		CONTRACTUAL--ELECTRIC		W3 8310 412		1,231.60	67263	1,231.60
318	110	NYSE&G						
S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--ELECTRIC		S2 8110 412		74.23	67263	
INFIRMARY ROAD SEWER DISTRICT		CONTRACTUAL--ELECTRIC		S7 8110 412		24.39		98.62
319	110	NYSE&G						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 7110 412		63.15	67263	
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 7110 412		25.27		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 7111 412		100.02		188.44
320	130	VERIZON						
LOOMIS SEWER DISTRICT		CONTRACTUAL--TELEPHONE		S1 8110 411		40.59	67264	
S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--TELEPHONE		S2 8110 411		127.40		
INFIRMARY ROAD SEWER DISTRICT		CONTRACTUAL--TELEPHONE		S7 8110 411		114.40		
LOOMIS WATER DISTRICT		CONTRACTUAL--TELEPHONE		W1 8310 411		255.54		
FERNDALE WATER DISTRICT		CONTRACTUAL--TELEPHONE		W2 8310 411		40.59		
W.S.S. WATER DISTRICT		CONTRACTUAL--TELEPHONE		W4 8310 411		81.19		
ROUTE 55 WATER DISTRICT		CONTRACTUAL--TELEPHONE		W7 8310 411		114.36		774.07
321	4032	VILLAGE OF LIBERTY WATERWORKS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--WATER/SEWER CHARG		A 1620 419		275.92	67268	275.92
322	658	VERIZON WIRELESS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--CELL PHONE		A 7020 414		40.32	67265	
GENERAL FUND - TOWNWIDE		CONTRACTUAL--CELL PHONE		A 7110 414		37.30		77.62

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
323	658	VERIZON WIRELESS WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--TELEPHONE	MO 8110 411	304.84	67265	304.84
324	658	VERIZON WIRELESS GENERAL FUND - TOWNWIDE		CONTRACTUAL--CELL PHONE	A 5010 414	31.25	67265	31.25
325	3038	CONSTELLATION ENERGY SVC OF NY GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC	A 5132 412	502.38	67270	502.38
326	575	ADVANCED AUTO PARTS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS	DA 5130 481	76.10		76.10
327	575	ADVANCED AUTO PARTS GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES	A 7110 48	37.34		37.34
328	575	ADVANCED AUTO PARTS WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--SUPPLIES	MO 8110 48	122.51		122.51
329	2225	SULLIVAN COUNTY LABS WATER AND SEWER OPERATIONAL FUND LOOMIS SEWER DISTRICT S. L. / BRISCOE CONSOLIDATED SEWER	17300	CONTRACTUAL--WATER SAMPLES	MO 8110 477	267.00		
				CONTRACTUAL--LAB TESTING	S1 8110 477	286.00		
				CONTRACTUAL--LAB TESTING	S2 8110 477	294.00		847.00
330	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE GENERAL FUND - TOWNWIDE	17428	CONTRACTUAL--SUPPLIES	A 1410 48	57.95		
				CONTRACTUAL--SUPPLIES	A 1620 48	252.54		310.49
331	5070	AMTHOR'S HIGHWAY FUND - TOWNWIDE - HWY 3 & 4 HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17370	CONTRACTUAL--SUPPLIES	DA 5130 48	432.49		
				CONTRACTUAL--PARTS	DA 5130 481	234.28		666.77
332	2038	ARDEL MOTORS INC HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17363	CONTRACTUAL--SUPPLIES	DA 5130 48	561.65		561.65
333	8119	ATLAS SECURITY SERVICES, INC GENERAL FUND - TOWNWIDE		CONTRACTUAL--SECURITY	A 1110 431	897.37		897.37
334	1740	CAMPBELL FREIGHTLINER HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17365	CONTRACTUAL--PARTS	DA 5130 481	443.06		443.06
335	1740	CAMPBELL FREIGHTLINER HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS	DA 5130 481	190.99		190.99
336	100	CARGILL INCORPORATED HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17367	CONTRACTUAL--SALT	DA 5142 462	20,849.32		20,849.32
337	4117	CN WOOD CO, INC HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17368	CONTRACTUAL--PARTS	DA 5130 481	430.48		430.48
338	829	COOPER ARIAS, LLP GENERAL FUND - TOWNWIDE		Contractual	A 1320 4	17,500.00		17,500.00
339	7206	DAVIS VISION INC GENERAL FUND - TOWNWIDE		Emp. Benefit	A 9060 8	277.95		277.95

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
340	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		468.16		468.16
341	5336	EDMUNDS GOVTECH						
TOWN - OUTSIDE VILLAGE		CONTRACTUAL--SOFTWARE		B 3620 425		5,295.84		5,295.84
342	6028	ENDICOTT COMM INC						
WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--TELEPHONE		MO 8110 411		909.05		909.05
343	2191	CYNTHIA FARRAND						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 7140 48		60.00		60.00
344	5346	FUN EXPRESS LLC	17239					
GENERAL FUND - TOWNWIDE		CONTRACTUAL--EASTER		A 7550 481		461.74		461.74
345	5346	FUN EXPRESS LLC	17226					
GENERAL FUND - TOWNWIDE		CONTRACTUAL--EASTER		A 7550 481		41.54		41.54
346	1992	HUDSON RIVER TRUCK & TRAILER	17369					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5130 48		419.26		419.26
347	1992	HUDSON RIVER TRUCK & TRAILER						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS		DA 5130 481		266.95		266.95
348	2804	JACKTOWN PEST MANAGMENT						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--PEST CONTROL		A 1620 473		105.00		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--PEST CONTROL		A 5132 473		50.00		155.00
349	1474	KIMBALL-MIDWEST	17362					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5130 48		920.86		920.86
350	320	MCDONALD & MCDONALD	17364					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS		DA 5130 481		1,325.18		1,325.18
351	1499	MIRABITO ENERGY PRODUCTS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--TELEPHONE		A 1355 411		49.50		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--GAS		A 7110 441		419.92		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--GAS		DA 5142 441		3,125.62		
WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--GAS		MO 8110 441		1,832.23		5,427.27
352	773	MONTAGE ENTERPRISES, INC	17366					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5140 48		799.94		799.94
353	53	MULLALLY TRACTOR SALES						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 7110 48		69.86		69.86
354	155	N Y S A A	17250					
GENERAL FUND - TOWNWIDE		CONTRACTUAL--CONTINUING EDUCAT		A 1355 426		495.00		495.00
355	155	N Y S A A						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--DUES		A 1355 421		125.00		125.00
356	155	N Y S A A	17249					
GENERAL FUND - TOWNWIDE		CONTRACTUAL--CONTINUING EDUCAT		A 1355 426		495.00		495.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
357	155	NYSA A						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--DUES	A 1355 421		125.00		125.00
358	155	NYSA A						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--CONTINUING EDUCAT	A 1355 426		120.00		120.00
359	110	NYSE&G						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--ELECTRIC	A 5182 412		1,203.00		
FERNDAL LIGHT DISTRICT			CONTRACTUAL--ELECTRIC	L1 5182 412		421.17		
SWAN LAKE LIGHT DISTRICT			CONTRACTUAL--ELECTRIC	L2 5182 412		1,195.62		
W.S.S. LIGHT DISTRICT			CONTRACTUAL--ELECTRIC	L3 5182 412		498.23		
PARKSVILLE LIGHT DISTRICT			CONTRACTUAL--ELECTRIC	L4 5182 412		401.10		
LOCH SHELDRAKE ROAD LIGHT DISTRICT			CONTRACTUAL--ELECTRIC	L5 5182 412		409.49		4,128.61
360	387	PETTY CASH						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--SUPPLIES	A 7020 48		22.30		22.30
361	4221	PITNEY BOWES BANK RESERVE						
GENERAL FUND - TOWNWIDE			ACCOUNT Contractual	A 1670 4		3,000.00		3,000.00
362	4107	PN FIRE & BURGLAR ALARM CO., INC..						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--SECURITY SERVICE	A 1620 432		155.00		155.00
363	1969	PRESTIGE TOWING & RECOVERY	17229					
GENERAL FUND - TOWNWIDE			CONTRACTUAL--VEHICLE MAINTENAN	A 7110 471		291.86		291.86
364	1969	PRESTIGE TOWING & RECOVERY	17100					
GENERAL FUND - TOWNWIDE			CONTRACTUAL--VEHICLE MAINTENAN	A 7110 471		1,208.06		1,208.06
365	3307	RESNICK ENERGY						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--OIL	A 1620 415		766.34		766.34
366	3307	RESNICK ENERGY						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--DIESEL	DA 5142 443		10,621.83		
WATER AND SEWER OPERATIONAL FUND			CONTRACTUAL--DIESEL	MO 8110 443		36.28		10,658.11
367	3307	RESNICK ENERGY						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--OIL	A 5132 415		3,719.60		3,719.60
368	1007	ROSS ELECTRIC	17221					
GENERAL FUND - TOWNWIDE			CONTRACTUAL--MAJOR REPAIRS	A 1620 478		1,234.66		1,234.66
369	6004	SAF-GARD						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--UNIFORM ALLOWANCEDA	5142 489		148.50		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1			CONTRACTUAL--UNIFORM ALLOWANCEDB	5110 489		148.50		297.00
370	160	SCHMIDTS WHOLESALE, INC.	17274					
STEVENSVILLE WATER DISTRICT			CONTRACTUAL--MAJOR REPAIRS	W3 8310 478		977.44		977.44
371	160	SCHMIDTS WHOLESALE, INC.	17280					
S. L. / BRISCOE CONSOLIDATED SEWER			CONTRACTUAL--MAJOR REPAIRS	S2 8110 478		796.68		796.68
372	280	SHOPRITE SUPERMARKETS, INC						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--SECURITY SERVICE	A 6772 432		12.99		12.99

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
373	2200	SLACK CHEMICAL COMPANY INC	17290					
		STEVENSVILLE WATER DISTRICT		W3 8310 461		713.26		
		STEVENSVILLE WATER DISTRICT		W3 8311 461		592.01		1,305.27
374	1525	SNAP ON TOOLS						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		DA 5130 48		96.00		96.00
375	8086	STANDARD LIFE INSURANCE COMP OF NY						
		GENERAL FUND - TOWNWIDE		A 9060 8		198.09		
		TOWN - OUTSIDE VILLAGE		B 9060 8		22.51		
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		DA 9060 8		85.54		
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		DB 9060 8		67.53		
		WATER AND SEWER OPERATIONAL FUND		MO 9060 8		76.53		450.20
376	1251	STAPLES ADVANTAGE						
		WATER AND SEWER OPERATIONAL FUND		MO 8110 48		32.77		32.77
377	1251	STAPLES ADVANTAGE						
		GENERAL FUND - TOWNWIDE		A 1110 48		102.19		102.19
378	1757	TAM ENTERPRISES	17386					
		FERNDALE WATER DISTRICT		W2 8310 478		42,465.00		42,465.00
379	84	CHRISTOPHER KELLY	17227					
		CAPITAL - PARKS EQUIPMENT		HG 7110 4		599.40		599.40
380	1056	TRACTOR SUPPLY CO CREDIT PLAN						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		DA 5130 481		62.97		62.97
381	420	TRADING POST - LIBERTY						
		GENERAL FUND - TOWNWIDE		A 1620 48		67.18		
		GENERAL FUND - TOWNWIDE		A 7020 48		124.54		
		GENERAL FUND - TOWNWIDE		A 7110 48		15.95		207.67
382	420	TRADING POST - LIBERTY						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		DA 5130 48		55.96		
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		DA 5130 481		30.81		86.77
383	420	TRADING POST - LIBERTY						
		WATER AND SEWER OPERATIONAL FUND		MO 8110 48		44.97		44.97
384	8123	HD SUPPLY, INC	17291					
		LOOMIS WATER DISTRICT		W1 8310 48		118.09		
		FERNDALE WATER DISTRICT		W2 8310 48		118.09		
		STEVENSVILLE WATER DISTRICT		W3 8310 48		118.08		
		STEVENSVILLE WATER DISTRICT		W3 8311 48		118.08		
		W.S.S. WATER DISTRICT		W4 8310 48		118.08		
		ROUTE 55 WATER DISTRICT		W7 8310 48		118.08		708.50
385	8123	HD SUPPLY, INC						
		S. L. / BRISCOE CONSOLIDATED SEWER		S2 8110 48		131.66		
		FERNDALE WATER DISTRICT		W2 8310 48		61.70		193.36
386	7023	DELTA DENTAL OF NEW YORK						
		GENERAL FUND - TOWNWIDE		A 9060 8		1,411.60	26030600	1,411.60

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
387	1918	NEW YORK STATE SALES TAX PROCESSING		A 7111 4		992.26	26030900	992.26
GENERAL FUND - TOWNWIDE CONTRACTUAL								
388	130	VERIZON		W3 8310 411		147.37	67272	147.37
STEVENSVILLE WATER DISTRICT CONTRACTUAL--TELEPHONE								
389	1171	SAM'S CLUB / GEMB		A 7550 481		134.82	67273	134.82
GENERAL FUND - TOWNWIDE CONTRACTUAL--EASTER								
390	110	NYSE&G		A 7150 412		50.09	67271	50.09
GENERAL FUND - TOWNWIDE CONTRACTUAL--ELECTRIC								
391	110	NYSE&G		S7 8110 412		490.20	67271	490.20
INFIRMARY ROAD SEWER DISTRICT CONTRACTUAL--ELECTRIC								
392	5403	CHARTER COMMUNICATIONS		A 1620 417		110.00	67275	110.00
GENERAL FUND - TOWNWIDE CONTRACTUAL--INTERNET								
393	9062	RINGSQUARED ACCESS PLUS		A 1110 411		78.00	67276	
GENERAL FUND - TOWNWIDE CONTRACTUAL--TELEPHONE								
				A 1620 411		302.22		
GENERAL FUND - TOWNWIDE CONTRACTUAL--TELEPHONE								
				A 7110 411		78.00		
GENERAL FUND - TOWNWIDE UTILITIES--TELEPHONE								
				MO 8110 411		78.00		536.22
WATER AND SEWER OPERATIONAL FUND CONTRACTUAL--TELEPHONE								
394	3038	CONSTELLATION ENERGY SVC OF NY		A 5182 412		247.18	67274	247.18
GENERAL FUND - TOWNWIDE CONTRACTUAL--ELECTRIC								
395	575	ADVANCED AUTO PARTS		DA 5130 48		192.83		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4 CONTRACTUAL--SUPPLIES								
				DA 5130 481		16.50		209.33
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4 CONTRACTUAL--PARTS								
396	2225	SULLIVAN COUNTY LABS		S2 8110 477		71.00		71.00
S. L. / BRISCOE CONSOLIDATED SEWER CONTRACTUAL--LAB TESTING								
397	5235	AMERICAN EXPRESS		A 1680 451		1,799.89		1,799.89
GENERAL FUND - TOWNWIDE 17476 CONTRACTUAL--SOFTWARE RENEWALS								
398	5235	AMERICAN EXPRESS		A 1310 422		299.00		299.00
GENERAL FUND - TOWNWIDE 17427 CONTRACTUAL--SUBSCRIPTIONS								
399	5235	AMERICAN EXPRESS		MO 8110 48		74.95		
WATER AND SEWER OPERATIONAL FUND 17292 CONTRACTUAL--SUPPLIES								
				S7 8110 48		189.99		
INFIRMARY ROAD SEWER DISTRICT CONTRACTUAL--SUPPLIES								
				W2 8310 48		189.99		454.93
FERNDALE WATER DISTRICT CONTRACTUAL--SUPPLIES								
400	5235	AMERICAN EXPRESS		A 7150 42		210.00		210.00
GENERAL FUND - TOWNWIDE 17230 CONTRACTUAL--SUBSCRIPTIONS/DUE								
401	5235	AMERICAN EXPRESS		DA 5130 48		228.53		228.53
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4 CONTRACTUAL--SUPPLIES								
402	5235	AMERICAN EXPRESS		MO 8110 471		51.98		51.98
WATER AND SEWER OPERATIONAL FUND CONTRACTUAL--VEHICLE MAINTENAN								
403	5235	AMERICAN EXPRESS		A 7110 48		187.68		187.68
GENERAL FUND - TOWNWIDE CONTRACTUAL--SUPPLIES								

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
404	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE				Contractual		16.99		
GENERAL FUND - TOWNWIDE				CONTRACTUAL--SOFTWARE	A 1220 425	24.83		
GENERAL FUND - TOWNWIDE				Contractual	A 1480 4	58.90		100.72
405	5235	AMERICAN EXPRESS						
TOWN - OUTSIDE VILLAGE				CONTRACTUAL--SUPPLIES	B 3620 48	28.49		28.49
406	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--OFFICE SUPPLIES	A 1310 48	40.58		40.58
407	5157	AMERIGAS						
LOOMIS SEWER DISTRICT			17391	CONTRACTUAL--PROPANE	S1 8110 416	1,287.90		1,287.90
408	5070	AMTHOR'S						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				CONTRACTUAL--PARTS	DA 5130 481	184.90		184.90
409	2048	APPLIED LOGIC CORP.						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--APPLIED LOGIC	A 1680 422	1,040.40		1,040.40
410	2048	APPLIED LOGIC CORP.						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--SOFTWARE RENEWALS	A 1680 451	299.00		299.00
411	8900	ASTRO CHEMICALS, INC						
S. L. / BRISCOE CONSOLIDATED SEWER			17388	CONTRACTUAL--SODIUM ALUMINATE	S2 8110 465	2,444.00		2,444.00
412	8119	ATLAS SECURITY SERVICES, INC						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--SECURITY	A 1110 431	802.91		802.91
413	100	CARGILL INCORPORATED						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			17377	CONTRACTUAL--SALT	DA 5142 462	20,833.22		20,833.22
414	7231	CASELLA						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--GARBAGE REMOVAL	A 7110 472	100.00		100.00
415	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE				LEGAL NOTICES	A 1670 41	52.97		52.97
416	368	BADGER METER INC						
LOOMIS WATER DISTRICT				CONTRACTUAL--SOFTWARE	W1 8310 425	43.38		
COLD SPRING ROAD WATER DISTRICT				CONTRACTUAL--SOFTWARE	W6 8310 425	43.38		86.76
417	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE				LEGAL NOTICES	A 1670 41	21.89		21.89
418	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE				LEGAL NOTICES	A 1670 41	216.05		216.05
419	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE				LEGAL NOTICES	A 1670 41	138.94		138.94
420	5406	CHARTER COMMUNICATIONS						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--INTERNET	A 5132 417	148.63		148.63
421	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--WATER/SEWER CHARG	A 1620 419	25.93		25.93

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
422	2815	FALLSBURG LUMBER	17477					
GENERAL FUND - TOWNWIDE		Contractual		A 1967 4		400.08		400.08
423	7124	FINEHAND SIGNS	17478					
GENERAL FUND - TOWNWIDE		Contractual		A 1967 4		4,850.00		4,850.00
424	1944	FOCUS MEDIA, INC	17479					
GENERAL FUND - TOWNWIDE		Contractual		A 1480 4		1,800.00		1,800.00
425	7042	FUSCO ENGINEERING & LAND SURVEYING						
TOWN - OUTSIDE VILLAGE		CONTRACT		B 3620 491		12,083.33		12,083.33
426	5095	HOME DEPOT						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 1620 48		94.98		94.98
427	8062	IMS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--JANITORIAL		A 1620 475		3,626.55		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--JANITORIAL		A 5132 475		282.59		3,909.14
428	2700	JACOB BILLIG, ESQ						
TOWN - OUTSIDE VILLAGE		Contractual		B 1420 4		3,125.00		3,125.00
429	972	JOHN BONHAM ROAD EQ & SUPPLIES, INC	17371					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5142 48		3,633.24		3,633.24
430	972	JOHN BONHAM ROAD EQ & SUPPLIES, INC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5142 48		89.50		89.50
431	7514	KERRY PROFESSIONAL DRIVE SCHOOL LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--TRAINING		DA 5142 426		275.00		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		CONTRACTUAL--TRAINING		DB 5110 426		275.00		550.00
432	1609	KENNETH KLEIN						
GENERAL FUND - TOWNWIDE		Contractual		A 1420 4		5,500.00		5,500.00
433	1710	NYS MAGISTRATES ASSOC.						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--OFFICE SUPPLIES		A 1110 48		144.00		144.00
434	232	STATE OF NY DEPT. OF CIVIL SERVICE						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		44,753.19		
TOWN - OUTSIDE VILLAGE		Empl. Benefit		B 9060 8		5,085.59		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefit		DA 9060 8		19,325.24		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9060 8		15,256.77		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9060 8		17,291.01		101,711.80
435	7184	NORTH EAST PARTS GROUP, LLC	17373					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5130 48		1,330.45		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS		DA 5130 481		1,806.90		3,137.35
436	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS		DA 5130 481		313.64		313.64
437	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5130 48		375.02		375.02

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
438	387	PETTY CASH						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--SECURITY SERVICE	A 6772 432	20.00		20.00
439	8024	QUILL						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--SUPPLIES	A 17231 48	295.63		
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--SUPPLIES	A 1620 48	349.90		
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--SUPPLIES	A 7020 48	14.59		660.12
440	3307	RESNICK ENERGY						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--OIL	A 5132 415	2,039.31		2,039.31
441	3307	RESNICK ENERGY						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--OIL	A 1620 415	2,009.49		2,009.49
442	3152	RIEBER CARTING LLC						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--GARBAGE REMOVAL	A 17375 472	323.08		323.08
443	3152	RIEBER CARTING LLC						
S. L. / BRISCOE CONSOLIDATED SEWER				CONTRACTUAL--GARBAGE REMOVAL	S2 8110 472	323.08		323.08
444	1247	ROUTE 55 WATER DISTRICT						
LOOMIS WATER DISTRICT				CONTRACTUAL--DISTRICT TO DISTRW1	8310 419	5,153.50		5,153.50
445	1525	SNAP ON TOOLS						
HIGHWAY FUND	- TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 17374 48	610.00		610.00
446	1251	STAPLES ADVANTAGE						
WATER AND SEWER OPERATIONAL FUND				CONTRACTUAL--SUPPLIES	MO 8110 48	81.58		81.58
447	5020	STEVENSVILLE WATER DIST.						
S. L. / BRISCOE CONSOLIDATED SEWER				CONTRACTUAL--SUPPLIES	S2 8110 48	200.00		
FERNDAL WATER DISTRICT				DISTRICT TO DISTRICT SALES	W2 8310 419	22,629.75		
ROUTE 55 WATER DISTRICT				CONTRACTUAL--DISTRICT TO DISTRW7	8310 419	9,963.25		32,793.00
448	1757	TAM ENTERPRISES						
S. L. / BRISCOE CONSOLIDATED SEWER				CONTRACTUAL--MAJOR REPAIRS	S2 17289 478	890.00		890.00
449	1752	TARCO INDUSTRIES						
HIGHWAY FUND	- TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 17372 48	499.41		499.41
450	84	CHRISTOPHER KELLY						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--SUPPLIES	A 7140 48	166.88		166.88
451	5175	TOLLS BY MAIL						
GENERAL FUND	- TOWNWIDE			CONTRACTUAL--CONTINUING EDUCAT	A 5010 426	2.00		2.00
452	461	TOWN OF LIBERTY						
WATER AND SEWER OPERATIONAL FUND				CONTRACTUAL--POSTAGE	MO 8110 481	53.28		53.28
453	1056	TRACTOR SUPPLY CO CREDIT PLAN						
HIGHWAY FUND	- TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 5130 48	96.10		96.10
454	420	TRADING POST - LIBERTY						
WATER AND SEWER OPERATIONAL FUND				CONTRACTUAL--SUPPLIES	MO 8110 48	9.99		9.99

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
455	420	TRADING POST - LIBERTY						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				CONTRACTUAL--SUPPLIES	DA 5130 48	30.98		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				CONTRACTUAL--PARTS	DA 5130 481	10.06		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1				CONTRACTUAL--SUPPLIES	DB 5110 48	14.95		55.99
456	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--SUPPLIES	A 1620 48	18.58		
GENERAL FUND - TOWNWIDE				CONTRACTUAL--SUPPLIES	A 7110 48	17.99		
GENERAL FUND - TOWNWIDE				CONTRACTUAL--SUPPLIES	A 7140 48	38.34		74.91
457	8123	HD SUPPLY, INC	17299					
FERNDAL WATER DISTRICT				CONTRACTUAL--SUPPLIES	W2 8310 48	129.20		
W.S.S. WATER DISTRICT				CONTRACTUAL--SUPPLIES	W4 8310 48	129.21		
ROUTE 55 WATER DISTRICT				CONTRACTUAL--SUPPLIES	W7 8310 48	129.20		387.61
458	8123	HD SUPPLY, INC						
WATER AND SEWER OPERATIONAL FUND				CONTRACTUAL--SUPPLIES	MO 8110 48	564.50		
S. L. / BRISCOE CONSOLIDATED SEWER				CONTRACTUAL--SUPPLIES	S2 8110 48	132.65		697.15
459	4032	VILLAGE OF LIBERTY WATERWORKS						
COLD SPRING ROAD WATER DISTRICT				CONTRACTUAL--PURCHASE OF WATERW6	8310 419	4,482.00		4,482.00
460	220	WILLIAMSON LAW BOOK CO						
GENERAL FUND - TOWNWIDE				CONTRACTUAL--OFFICE SUPPLIES	A 1110 48	282.97		282.97
461	1912	BILLIG, LOUGHLIN & SILVER, LLP						
TOWN - OUTSIDE VILLAGE				Contractual	B 1420 4	790.00		790.00
462	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE				Contractual	A 1670 4	131.90		131.90
463	380	PAYROLL ACCOUNT						
GENERAL FUND - TOWNWIDE				Pers. Ser.	A 1010 1	1,455.92	26031100	
GENERAL FUND - TOWNWIDE				Per. Ser.	A 1110 1	9,822.20		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 1220 1	5,314.29		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 1310 1	3,591.06		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 1355 1	4,190.35		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 1410 1	4,990.96		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 3510 1	1,815.87		
GENERAL FUND - TOWNWIDE				Per. Services	A 5132 1	5,100.73		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 7020 1	4,382.57		
GENERAL FUND - TOWNWIDE				Per. Ser.	A 7110 1	2,358.25		
GENERAL FUND - TOWNWIDE				Per. Services	A 7140 1	165.00		
GENERAL FUND - TOWNWIDE				Day Camp Personal Services	A 7312 1	220.55		
TOWN - OUTSIDE VILLAGE				Per. Ser.	B 3620 1	4,199.47		
TOWN - OUTSIDE VILLAGE				Per. Ser.	B 8020 1	400.00		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				Per. Ser.	DA 5130 1	2,980.32		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				Per. Ser.	DA 5142 1	38,617.79		
WATER AND SEWER OPERATIONAL FUND				Per. Ser.	MO 8110 1	22,495.76		112,101.09
464	1227	FIRST NATL. BANK OF JEFFERSONVILLE						
GENERAL FUND - TOWNWIDE				Emp. Benefit	A 9030 8	3,237.10	26031101	
TOWN - OUTSIDE VILLAGE				Emp. Benefit	B 9030 8	349.63		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				Emp. Benefits	DA 9030 8	227.99		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				Emp. Benefits	DA 9030 8	2,880.91		

PRG-AP0008 REPORT AS OF 3/16/26  
RUN TIME 13.18.51 DATE 3/12/26

VOUCHER ABSTRACT  
MUNICIPALITY: TOWN OF LIBERTY

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
		WATER AND SEWER OPERATIONAL FUND	Emp. Benefits	MO 9030 8		1,697.13		8,392.76
	465 5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUBSCRIPTIONS/DUE A 5132 42		84.12		84.12
								501,610.41 **

GENERAL FUND - TOWNWIDE	ACCOUNT	ENC	AMOUNT
Pers. Ser.	A 1010	1	1,455.92
Contractual	A 1010	4	16.99
Per. Ser.	A 1110	1	9,822.20
CONTRACTUAL--TELEPHONE	A 1110	411	205.40
CONTRACTUAL--SECURITY	A 1110	431	1,700.28
CONTRACTUAL--OFFICE SUPPLIES	A 1110	48	529.16
Per. Ser.	A 1220	1	5,314.29
CONTRACTUAL--TELEPHONE	A 1220	411	32.20
CONTRACTUAL--SOFTWARE	A 1220	425	24.83
Per. Ser.	A 1310	1	3,591.06
CONTRACTUAL--TELEPHONE	A 1310	411	31.85
CONTRACTUAL--SUBSCRIPTIONS	A 1310	422	299.00
CONTRACTUAL--OFFICE SUPPLIES	A 1310	48	40.58
Contractual	A 1320	4	17,500.00
CONTRACTUAL--TELEPHONE	A 1330	411	16.10
Per. Ser.	A 1355	1	4,190.35
CONTRACTUAL--TELEPHONE	A 1355	411	81.35
CONTRACTUAL--DUES	A 1355	421	250.00
CONTRACTUAL--CONTINUING EDUCAT	A 1355	426	1,110.00
CONTRACTUAL--SUPPLIES	A 1355	48	295.63
Per. Ser.	A 1410	1	4,990.96
CONTRACTUAL--TELPEHONE	A 1410	411	31.85
CONTRACTUAL--SUPPLIES	A 1410	48	57.95
Contractual	A 1420	4	5,500.00
Contractual	A 1480	4	1,858.90
CONTRACTUAL--TELEPHONE	A 1620	411	921.78
CONTRACTUAL--ELECTRIC	A 1620	412	679.48
CONTRACTUAL--OIL	A 1620	415	2,775.83
CONTRACTUAL--INTERNET	A 1620	417	110.00
CONTRACTUAL--WATER/SEWER CHARG	A 1620	419	301.85
CONTRACTUAL--SECURITY SERVICE	A 1620	432	155.00
CONTRACTUAL--PEST CONTROL	A 1620	473	105.00
CONTRACTUAL--JANITORIAL	A 1620	475	3,626.55
CONTRACTUAL--MAJOR REPAIRS	A 1620	478	1,234.66
CONTRACTUAL--SUPPLIES	A 1620	48	783.18
Contractual	A 1670	4	3,131.90
LEGAL NOTICES	A 1670	41	429.85
CONTRACTUAL--TELPEHONE	A 1680	411	16.10
CONTRACTUAL--APPLIED LOGIC	A 1680	422	1,040.40
CONTRACTUAL--SOFTWARE RENEWALS	A 1680	451	2,098.89
Contractual	A 1967	4	5,250.08
Per. Ser.	A 3510	1	1,815.87
CONTRACTUAL--CELL PHONE	A 5010	414	31.25
CONTRACTUAL--CONTINUING EDUCAT	A 5010	426	2.00
Per. Services	A 5132	1	5,100.73
CONTRACTUAL--TELEPHONE	A 5132	411	100.08
CONTRACTUAL--ELECTRIC	A 5132	412	502.38
CONTRACTUAL--OIL	A 5132	415	5,758.91
CONTRACTUAL--INTERNET	A 5132	417	148.63
CONTRACTUAL--SUBSCRIPTIONS/DUE	A 5132	42	84.12
CONTRACTUAL--GARBAGE REMOVAL	A 5132	472	323.08
CONTRACTUAL--PEST CONTROL	A 5132	473	50.00
CONTRACTUAL--JANITORIAL	A 5132	475	282.59
CONTRACTUAL--ELECTRIC	A 5182	412	1,450.18
CONTRACTUAL--TELEPHONE	A 6772	411	24.73

	ACCOUNT	ENC	AMOUNT	
<b>GENERAL FUND - TOWNWIDE</b>				
CONTRACTUAL--SECURITY SERVICE	A 6772	432	32.99	
Per. Ser.	A 7020	1	4,382.57	
CONTRACTUAL--TELPEPHONE	A 7020	411	76.76	
CONTRACTUAL--CELL PHONE	A 7020	414	40.32	
CONTRACTUAL--SUPPLIES	A 7020	48	161.43	
Per. Ser.	A 7110	1	2,358.25	
UTILITIES--TELEPHONE	A 7110	411	78.00	
CONTRACTUAL--ELECTRIC	A 7110	412	88.42	
CONTRACTUAL--CELL PHONE	A 7110	414	37.30	
CONTRACTUAL--GAS	A 7110	441	419.92	
CONTRACTUAL--VEHICLE MAINTENAN	A 7110	471	1,499.92	
CONTRACTUAL--GARBAGE REMOVAL	A 7110	472	100.00	
CONTRACTUAL--SUPPLIES	A 7110	48	328.82	
CONTRACTUAL	A 7111	4	992.26	
CONTRACTUAL--ELECTRIC	A 7111	412	100.02	
Per. Services	A 7140	1	165.00	
CONTRACTUAL--SUPPLIES	A 7140	48	265.22	
CONTRACTUAL--ELECTRIC	A 7150	412	50.09	
CONTRACTUAL--SUBSCRIPTIONS/DUE	A 7150	42	210.00	
Day Camp Personal Services	A 7312	1	220.55	
CONTRACTUAL--EASTER	A 7550	481	638.10	
Emp. Benefit	A 9030	8	3,237.10	
Emp. Benefit	A 9060	8	47,108.99	
				159,873.98 *
				159,873.98 **
<b>TOWN - OUTSIDE VILLAGE</b>				
Contractual	B 1420	4	3,915.00	
Per. Ser.	B 3620	1	4,199.47	
CONTRACTUAL--TELEPHONE	B 3620	411	47.95	
CONTRACTUAL--SOFTWARE	B 3620	425	5,295.84	
CONTRACTUAL--SUPPLIES	B 3620	48	28.49	
CONTRACT	B 3620	491	12,083.33	
Per. Ser.	B 8020	1	400.00	
Emp. Benefit	B 9030	8	349.63	
Empl. Benefit	B 9060	8	5,108.10	
				31,427.81 *
				31,427.81 **
<b>HIGHWAY FUND - TOWNWIDE - HWY 3 &amp; 4</b>				
Per. Ser.	DA 5130	1	2,980.32	
CONTRACTUAL--SUPPLIES	DA 5130	48	5,849.54	
CONTRACTUAL--PARTS	DA 5130	481	5,392.82	
CONTRACTUAL--SUPPLIES	DA 5140	48	799.94	
Per. Ser.	DA 5142	1	38,617.79	
CONTRACTUAL--TRAINING	DA 5142	426	275.00	
CONTRACTUAL--GAS	DA 5142	441	3,125.62	
CONTRACTUAL--DIESEL	DA 5142	443	10,621.83	
CONTRACTUAL--SALT	DA 5142	462	41,682.54	
CONTRACTUAL--SUPPLIES	DA 5142	48	3,722.74	
CONTRACTUAL--UNIFORM ALLOWANCE	DA 5142	489	148.50	
Emp. Benefits	DA 9030	8	3,108.90	
Emp. Benefit	DA 9060	8	19,410.78	
				135,736.32 *
				135,736.32 **

	ACCOUNT	ENC	AMOUNT	
<b>HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1</b>				
CONTRACTUAL--TRAINING	DB 5110	426	275.00	
CONTRACTUAL--SUPPLIES	DB 5110	48	14.95	
CONTRACTUAL--UNIFORM ALLOWANCE	DB 5110	489	148.50	
Emp. Benefits	DB 9060	8	15,324.30	
				15,762.75 *
				15,762.75 **
<b>CAPITAL - PARKS EQUIPMENT</b>				
FOOTBALL	HG 7110	4	599.40	
				599.40 *
				599.40 **
<b>FERNDALE LIGHT DISTRICT</b>				
CONTRACTUAL--ELECTRIC	L1 5182	412	421.17	
				421.17 *
				421.17 **
<b>SWAN LAKE LIGHT DISTRICT</b>				
CONTRACTUAL--ELECTRIC	L2 5182	412	1,195.62	
				1,195.62 *
				1,195.62 **
<b>W.S.S. LIGHT DISTRICT</b>				
CONTRACTUAL--ELECTRIC	L3 5182	412	498.23	
				498.23 *
				498.23 **
<b>PARKSVILLE LIGHT DISTRICT</b>				
CONTRACTUAL--ELECTRIC	L4 5182	412	401.10	
				401.10 *
				401.10 **
<b>LOCH SHELDRAKE ROAD LIGHT DISTRICT</b>				
CONTRACTUAL--ELECTRIC	L5 5182	412	409.49	
				409.49 *
				409.49 **
<b>WATER AND SEWER OPERATIONAL FUND</b>				
Per. Ser.	MO 8110	1	22,495.76	
CONTRACTUAL--TELEPHONE	MO 8110	411	1,329.12	
CONTRACTUAL--CABLE	MO 8110	413	195.04	
CONTRACTUAL--GAS	MO 8110	441	1,832.23	
CONTRACTUAL--DIESEL	MO 8110	443	36.28	
CONTRACTUAL--VEHICLE MAINTENAN	MO 8110	471	51.98	
CONTRACTUAL--WATER SAMPLES	MO 8110	477	267.00	
CONTRACTUAL--SUPPLIES	MO 8110	48	931.27	
CONTRACTUAL--POSTAGE	MO 8110	481	53.28	
Emp. Benefits	MO 9030	8	1,697.13	
Emp. Benefits	MO 9060	8	17,367.54	
				46,256.63 *
				46,256.63 **
<b>LOOMIS SEWER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	S1 8110	411	40.59	
CONTRACTUAL--ELECTRIC	S1 8110	412	1,999.08	

	ACCOUNT	ENC	AMOUNT	
<b>LOOMIS SEWER DISTRICT</b>				
CONTRACTUAL--PROPANE	S1 8110	416	1,287.90	
CONTRACTUAL--LAB TESTING	S1 8110	477	286.00	
				3,613.57 *
				3,613.57 **
<b>S. L. / BRISCOE CONSOLIDATED SEWER</b>				
CONTRACTUAL--TELEPHONE	S2 8110	411	127.40	
CONTRACTUAL--ELECTRIC	S2 8110	412	4,254.24	
CONTRACTUAL--SODIUM ALUMINATE	S2 8110	465	2,444.00	
CONTRACTUAL--GARBAGE REMOVAL	S2 8110	472	323.08	
CONTRACTUAL--LAB TESTING	S2 8110	477	365.00	
CONTRACTUAL--MAJOR REPAIRS	S2 8110	478	1,686.68	
CONTRACTUAL--SUPPLIES	S2 8110	48	464.31	
				9,664.71 *
				9,664.71 **
<b>INFIRMARY ROAD SEWER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	S7 8110	411	114.40	
CONTRACTUAL--ELECTRIC	S7 8110	412	514.59	
CONTRACTUAL--SUPPLIES	S7 8110	48	189.99	
				818.98 *
				818.98 **
<b>LOOMIS WATER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	W1 8310	411	255.54	
CONTRACTUAL--DISTRICT TO DISTR	W1 8310	419	5,153.50	
CONTRACTUAL--SOFTWARE	W1 8310	425	43.38	
CONTRACTUAL--SUPPLIES	W1 8310	48	118.09	
				5,570.51 *
				5,570.51 **
<b>FERNDALE WATER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	W2 8310	411	40.59	
CONTRACTUAL--ELECTRIC	W2 8310	412	1,086.32	
DISTRICT TO DISTRICT SALES	W2 8310	419	22,629.75	
CONTRACTUAL--MAJOR REPAIRS	W2 8310	478	42,465.00	
CONTRACTUAL--SUPPLIES	W2 8310	48	498.98	
				66,720.64 *
				66,720.64 **
<b>STEVENSVILLE WATER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	W3 8310	411	147.37	
CONTRACTUAL--ELECTRIC	W3 8310	412	4,794.51	
CONTRACTUAL--CHLORINE	W3 8310	461	713.26	
CONTRACTUAL--MAJOR REPAIRS	W3 8310	478	977.44	
CONTRACTUAL--SUPPLIES	W3 8310	48	118.08	
CONTRACTUAL--CHLORINE	W3 8311	461	592.01	
CONTRACTUAL--SUPPLIES	W3 8311	48	118.08	
				7,460.75 *
				7,460.75 **
<b>W.S.S. WATER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	W4 8310	411	81.19	
CONTRACTUAL--SUPPLIES	W4 8310	48	247.29	
				328.48 *
				328.48 **

	ACCOUNT	ENC	AMOUNT	
<b>COLD SPRING ROAD WATER DISTRICT</b>				
CONTRACTUAL--PURCHASE OF WATER	W6 8310 419		4,482.00	
CONTRACTUAL--SOFTWARE	W6 8310 425		43.38	
				4,525.38 *
				4,525.38 **
<b>ROUTE 55 WATER DISTRICT</b>				
CONTRACTUAL--TELEPHONE	W7 8310 411		114.36	
CONTRACTUAL--DISTRICT TO DISTR	W7 8310 419		9,963.25	
CONTRACTUAL--SUPPLIES	W7 8310 48		247.28	
				10,324.89 *
				10,324.89 **
				501,610.41 ***

TO THE SUPERVISOR:

I certify that the vouchers listed above were audited by the \_\_\_\_\_ TOWN BOARD \_\_\_\_\_ and allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount opposite his name. Claims # \_\_\_\_\_ to claims # \_\_\_\_\_ audited on \_\_\_\_\_. Claims # \_\_\_\_\_ to claims # \_\_\_\_\_ audited on \_\_\_\_\_. All other claims were authorized under Blanket Resolution adopted by the Town Board on February 11, 1988.

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 TOWN CLERK

APPROVED AND ORDERED PAID THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 SUPERVISOR

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
286	3038	CONSTELLATION ENERGY SVC OF NY		148.38	67212
287	3038	CONSTELLATION ENERGY SVC OF NY		411.68	67212
288	110	NYSE&G		1,253.41	67156
289	130	VERIZON		294.75	67158
290	643	VERIZON SELECT SERVICES INC.		1.85	67174
291	3393	SEAL RITE SEALCOATING & ASPHALT	17361	31,000.00	67216
292	7023	DELTA DENTAL OF NEW YORK		319.5026022000	
293	110	NYSE&G		86.09	67253
294	110	NYSE&G		3,110.28	67253
295	110	NYSE&G		10,685.72	67253
296	110	NYSE&G		1,411.41	67253
297	110	NYSE&G		361.31	67253
298	1171	SAM'S CLUB / GEMB	17228	398.00	67255
299	1171	SAM'S CLUB / GEMB		125.64	67255
300	658	VERIZON WIRELESS		95.98	67254
301	658	VERIZON WIRELESS		37.99	67254
302	3038	CONSTELLATION ENERGY SVC OF NY		1,644.33	67256
303	3038	CONSTELLATION ENERGY SVC OF NY		1,208.41	67256
304	5404	CHARTER COMMUNICATIONS		119.99	67257
305	5407	CHARTER COMMUNICATIONS		46.81	67258
306	8111	CHARTER COMMUNICATIONS		119.99	67259
307	380	PAYROLL ACCOUNT		13,865.9326022400	
308	1227	FIRST NATL. BANK OF JEFFERSONVILLE		1,060.7526022401	
309	3038	CONSTELLATION ENERGY SVC OF NY		2,231.60	67256
310	7199	NYS EFC		26,469.6826022700	
311	380	PAYROLL ACCOUNT		117,590.8526022500	
312	1227	FIRST NATL. BANK OF JEFFERSONVILLE		8,812.7526022501	
				222,913.08 **	

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

POST AUDIT ACCEPTED/APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_,

CLAIMS FROM #: \_\_\_\_\_ TO #: \_\_\_\_\_ TOTALING : \_\_\_\_\_

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
35	1729 DATE: 2/05/26	SULLIVAN COUNTY TREASURER	TA 36	3,453.19	1973	3,453.19
36	5012 DATE: 2/05/26	LAURIE DUTCHER, TAX COLLECTOR	TA 36	2,174.75	1974	2,174.75
37	1729 DATE: 2/05/26	SULLIVAN COUNTY TREASURER	TA 35	7,712.98	1975	7,712.98
38	1010 DATE: 2/05/26	LIBERTY CENTRAL SCHOOL DISTRICT	TA 35	19,500.38	1976	19,500.38
39	3057 DATE: 2/05/26	LIBERTY PUBLIC LIBRARY	TA 35	622.22	1977	622.22
40	4031 DATE: 2/05/26	VILLAGE OF LIBERTY	TA 35	18,504.69	1978	18,504.69
41	758 DATE: 2/05/26	TOWN OF LIBERTY	TA 35	4,857.50	1979	4,857.50
42	1912 DATE: 2/05/26	BILLIG, LOUGHLIN & SILVER, LLP	TA 95	350.00	1971	350.00
43	930 DATE: 2/05/26	GLENN SMITH, PE, INC.	TA 95	978.25	1972	978.25
44	1770 DATE: 2/11/26	EMPLOYEES OF THE TOWN OF LIBERTY	TP 10	79,588.29	26021102	79,588.29
45	1227 DATE: 2/11/26	FIRST NATL. BANK OF JEFFERSONVILLE	TP 10	27,048.03	26021103	27,048.03
46	285 DATE: 2/11/26	PAYROLL TRUST & AGENCY ACCOUNT	TP 10	11,099.80	25021204	11,099.80
47	758 DATE: 2/11/26	TOWN OF LIBERTY	TP 10	857.93	69644	857.93
48	758 DATE: 2/11/26	TOWN OF LIBERTY	TP 10	753.52	69645	753.52
49	758 DATE: 2/11/26	TOWN OF LIBERTY	TP 10	311.18	69646	311.18
50	2009 DATE: 2/11/26	SULLIVAN COUNTY SUPPORT COLLECTION	TP 10	707.36	69647	707.36
51	1920 DATE: 2/11/26	N.Y.S. INCOME TAX BUREAU	TW 21	4,752.82	26021105	4,752.82
52	310 DATE: 2/11/26	USCM/ NORTHEAST	TW 28	2,439.69	26021106	2,439.69
53	703 DATE: 2/18/26	STATE COMPTROLLER	A 690	20,943.50	3204	20,943.50

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
54	4042	VILLAGE OF LIBERTY DATE: 2/18/26	A 690	507.50	3205	507.50
55	1770	EMPLOYEES OF THE TOWN OF LIBERTY DATE: 2/24/26	TP 10	9,153.91	26022402	9,153.91
56	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 2/24/26	TP 10	4,894.69	26022403	4,894.69
57	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 2/24/26	TP 10	878.08	25021204	878.08
58	1920	N.Y.S. INCOME TAX BUREAU DATE: 2/24/26	TW 21	693.30	26022405	693.30
59	1770	EMPLOYEES OF THE TOWN OF LIBERTY DATE: 2/25/26	TP 10	83,197.38	26022502	83,197.38
60	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 2/25/26	TP 10	28,960.38	26022503	28,960.38
61	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 2/25/26	TP 10	11,441.29	26022504	11,441.29
62	758	TOWN OF LIBERTY DATE: 2/25/26	TP 10	857.93	69706	857.93
63	758	TOWN OF LIBERTY DATE: 2/25/26	TP 10	928.08	69707	928.08
64	758	TOWN OF LIBERTY DATE: 2/25/26	TP 10	311.18	69708	311.18
65	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 2/25/26	TP 10	707.36	69709	707.36
66	1920	N.Y.S. INCOME TAX BUREAU DATE: 2/25/26	TW 21	5,064.47	26022505	5,064.47
67	310	USCM/ NORTHEAST DATE: 2/25/26	TW 28	2,550.38	26022506	2,550.38
68	578	AFLAC NEW YORK DATE: 2/26/26	TW 29	1,418.38	26022507	1,418.38
69	1910	N.Y.STATE & LOCAL RETIREMENT SYSTEM DATE: 2/27/26	TW 18	6,500.13	26012703	6,500.13
						364,720.52 **

ACCEPTED/APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
 CLAIMS FROM # \_\_\_\_\_ TO # \_\_\_\_\_ TOTALING: \$ \_\_\_\_\_

\_\_\_\_\_  
 SUPERVISOR

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

	ACCOUNT	AMOUNT	
<b>GENERAL FUND - TOWNWIDE</b>			
Clearing Account	A 690	21,451.00	21,451.00 *
			21,451.00 **
<b>TRUST AND AGENCY</b>			
Golden Park PILOT Payments	TA 35	51,197.77	
Belmont Management PILOT Payme	TA 36	5,627.94	
Escrow account	TA 95	1,328.25	58,153.96 *
			58,153.96 **
<b>PAYROLL ACCOUNT</b>			
Payroll	TP 10	261,696.39	261,696.39 *
			261,696.39 **
<b>PAYROLL WITHHOLDING</b>			
Retirement	TW 18	6,500.13	
N.Y.S. Income Tax	TW 21	10,510.59	
PEBSCO - Deferred Compensation	TW 28	4,990.07	
AFLAC Contributions	TW 29	1,418.38	23,419.17 *
			23,419.17 **
			364,720.52 ***

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Marriage License TOWN CLERK	Marriage License Fee	3	52.50
		EZ Pass	4	100.00
		Marriage Certificate	3	30.00
		Misc	1	2.00
		Notary Fees	17	34.00
			<b>Sub-Total:</b>	<b>\$218.50</b>
A1670.4	Building Fees	Certified Mailings	4	563.76
			<b>Sub-Total:</b>	<b>\$563.76</b>
A2544	Dog Licensing	Female, Spayed	2	18.00
		Female, Unspayed	3	37.50
		Male, Neutered	2	18.00
		Male, Unneutered	2	25.00
		SENIOR	3	-15.00
			<b>Sub-Total:</b>	<b>\$83.50</b>
B2110	Building Fees	Variance	1	300.00
			<b>Sub-Total:</b>	<b>\$300.00</b>
B2770	Building Fees	Building Permit	16	23,411.35
		Municipal Search	8	800.00
		<b>Sub-Total:</b>	<b>\$24,211.35</b>	
<b>Total Local Shares Remitted:</b>				<b>\$25,377.11</b>
Amount paid to: Ny State Dept. Of Health _____				67.50
Amount paid to: NYS Ag. & Markets for spay/neuter program _____				19.00
<b>Total State, County &amp; Local Revenues:</b>		<b>\$25,463.61</b>	<b>Total Non-Local Revenues:</b>	
			<b>\$86.50</b>	

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

## Balancing Report Town Of Liberty

Warrant	\$16,645,281.42
Adjustments	(\$284.64)
STAR Savings	\$0.00
Adjusted Warrant	\$16,644,996.78

Full Payments	\$4,307,452.99
Partial Payments	\$201,123.36
Direct to County	\$0.00 <i>(NOT deposited in the bank)</i>

<b>Tax Collected</b>	<b>\$4,508,576.35</b>	Collected	27.09%
----------------------	-----------------------	-----------	--------

Tax - Direct	\$4,508,576.35
Service Charges	\$0.00
Surcharges	\$0.00
Misc Collected	(\$30.73)
Penalties	\$4,346.97
2nd Notice Fees	\$20.00
Bad Check Fee Paid	\$120.00
<b>Net Deposit</b>	<b>\$4,513,032.59</b>
Not Collected	\$12,136,420.43

Direct To County	\$0.00
Direct Penalties	\$0.00
<b>Total Direct</b>	<b>\$0.00</b>

Credit	\$246,817.22
Cash	\$45,856.25
Check	\$4,220,359.12
<b>Total Deposit</b>	<b>\$4,513,032.59</b>

Bad Check Fees Billed	(\$180.00)
-----------------------	------------

# Balancing Report Town Of Liberty

Warrant	\$16,645,281.42
Adjustments	(\$284.64)
STAR Savings	\$0.00
Adjusted Warrant	\$16,644,996.78

Full Payments	\$11,948,571.16
Partial Payments	\$411,189.32
Direct to County	\$0.00 <i>(NOT deposited in the bank)</i>

Direct To County	\$0.00
Direct Penalties	\$0.00
<b>Total Direct</b>	<b>\$0.00</b>

<b>Tax Collected</b>	<b>\$12,359,760.48</b>	Collected	74.26%
----------------------	------------------------	-----------	--------

Tax - Direct	\$12,359,760.48
Service Charges	\$0.00
Surcharges	\$0.00
Misc Collected	(\$28.64)
Penalties	\$7,725.65
2nd Notice Fees	\$130.00
Bad Check Fee Paid	\$200.00
Bad Check Fees Billed	(\$380.00)
<b>Net Deposit</b>	<b>\$12,367,787.49</b>
Not Collected	\$4,285,236.30

Credit	\$1,278,212.67
Cash	\$260,000.43
Check	\$10,829,574.39
<b>Total Deposit</b>	<b>\$12,367,787.49</b>

REVENUE SUMMARY

---

FUND NAME	BUDGET AS MODIFIED	CURRENT RECEIPTS	Y-T-D RECEIPTS	UNCOLLECTED BALANCE
GENERAL FUND - TOWNWIDE	3,036,640.00	2,140,509.12	2,151,463.01	885,176.99
TOWN - OUTSIDE VILLAGE	581,993.00	149,978.25	153,073.07	428,919.93
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,713,240.00	1,671,905.94	1,674,040.94	39,199.06
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,301,396.00	1,281,396.00	1,281,396.00	20,000.00
HIGHWAY CHIPS FUND	723,000.00	.00	.00	723,000.00
WATER AND SEWER OPERATIONAL FUND	1,098,720.00	145,789.00	145,789.00	952,931.00
TOTAL SEWER DISTRICTS	931,057.00	736,533.15	743,813.06	187,243.94
PRESIDENTIAL EST. - SEWER EASE RESERVE	.00	.00	.00	.00
TOTAL WATER DISTRICTS	1,496,894.00	420,687.48	444,495.49	1,052,398.51
GRAND TOTALS.....	10,882,940.00	6,546,798.94	6,594,070.57	4,288,869.43

EXPENSE SUMMARY

---

FUND NAME	BUDGET AS MODIFIED	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	P.O. BALANCE	UNENCUMBERED UNEX. BALANCE
GENERAL FUND - TOWNWIDE	3,436,640.00	367,985.72	620,988.41	3,767.17	2,811,884.42
TOWN - OUTSIDE VILLAGE	603,993.00	38,171.26	63,991.00	.00	540,002.00
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,838,240.00	281,835.98	447,130.30	27,110.53	1,363,999.17
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,386,396.00	18,770.67	51,088.21	.00	1,335,307.79
HIGHWAY CHIPS FUND	723,000.00	.00	.00	.00	723,000.00
WATER AND SEWER OPERATIONAL FUND	1,098,720.00	72,721.99	172,502.09	3,692.55	922,525.36
TOTAL SEWER DISTRICTS	1,029,557.00	165,445.09	169,118.56	6,073.10	854,365.34
TOTAL WATER DISTRICTS	1,612,894.00	203,091.66	211,720.84	52,553.28	1,348,619.88
GRAND TOTALS.....	11,729,440.00	1,148,022.37	1,736,539.41	93,196.63	9,899,703.96



Town of Liberty  
Supervisor's Report  
February-26  
Bank Account Reconciliation

Name	Bank	Account #	Current Total
General Fund	Key Bank	*183	\$ 775,140.61
Highway Fund	Key Bank	*191	\$ 913,849.34
Capital Reserve Fund	TD Banknorth	*521	\$ 85,516.98
Capital Reserve Fund	Wayne Bank	*701	\$ 56,269.57
Street Light Districts	CHB	*555	\$ 19,106.90
Water and Sewer Fund	Key Bank	*205	\$ 638,554.90
Trust and Agency	Key Bank	*744	\$ 340,483.52
Central Checking	Key Bank	*183	\$ -
Health Insurance	Jeff Bank	*993	\$ -
Payroll Account	Jeff Bank	*310	\$ -
Payroll Withholding	Jeff Bank	*174	\$ -
NYS CDBG	Key Bank	*418	\$ -
Grant Account	Key Bank	*212	\$ -
		<b>TOTAL:</b>	<b>\$ 2,828,921.82</b>

Key Bank Treasury Bills:			\$ 14,872,490.16
Catskill Hudson Bank CD			-
Jeff Bank CD			\$ -
TD Banknorth CD			\$ 239,300.18
		<b>TOTAL CD:</b>	<b>\$ 15,111,790.34</b>

## **TOWN OF LIBERTY – TOWN BOARD MEETING MINUTES**

**Date:** March 2, 2026

**Time:** 10:00 a.m.

**Location:** Senior Citizens' Center, 119 North Main Street, Liberty, NY 12754

---

**PRESENT:** Supervisor Frank DeMayo; Councilmember Dean Farrand; Councilmember Sherri Kavleski; Councilmember Bruce Davidson; Councilmember Vincent McPhillips; Confidential Secretary Nick Rusin; Town Attorney Kenneth Klein.

**ABSENT:**

### **CALL TO ORDER AND PLEDGE**

The meeting was called to order by Supervisor DeMayo at 10:00 a.m.

---

### **NEW BUSINESS**

#### **69-26 APPROVAL OF CORRESPONDENCE**

Motion to accept the incoming correspondence.

Motion by: Councilmember Dean Farrand

Second by: Councilmember Sherri Kavleski

CARRIED

#### **70-26 AUTHORIZATION – GRANT APPLICATION (CDS FUNDS)**

Motion authorizing the Supervisor to submit a grant application for \$4,000,000 through Senator Gillibrand's office (Congressionally Directed Spending funds), due March 22, 2026, for the Swan Lake Sewer Plant.

Motion by: Councilmember Bruce Davidson

Second by: Councilmember Dean Farrand

5 CARRIED

#### **71-26 DECLARING THE INTENT OF THE TOWN BOARD TO SERVE AS THE LEAD AGENCY FOR THE COORDINATED ENVIRONMENTAL REVIEW OF THE WATER AND SEWER INFRASTRUCTURE PROJECT**

**WHEREAS**, the Town of Liberty has been identified by the Empire State Development Office as a severely distressed economic zone; and

**WHEREAS**, the Town desires to develop its tax base by expanding opportunities for commercial/industrial growth; and

**WHEREAS**, the lack of municipal water and sewer infrastructure has been identified as a barrier to development; and

**WHEREAS**, a conceptual plan has been completed for a Project that would extend existing water and sewer infrastructure to serve the properties located on or near Harris Road (old Route 17) for an estimated cost of \$24M; and

**WHEREAS**, the Project scope includes the installation of ±6,700 lineal feet (lf) of new sanitary force main and the replacement of ±2,000 lf of sanitary force main; the installation of ±2,000 lf of new gravity sewer main and the replacement of ±1,500 lf of gravity sewer main; installation of two new sanitary pump stations and replacement of a 3<sup>rd</sup> sanitary pump station all of which will connect to the Village of Liberty wastewater treatment plant; and

**WHEREAS**, the Town, in conjunction with the Village, has determined that the Village wastewater treatment plant has sufficient capacity to support the project; and

**WHEREAS**, the Project also includes the replacement/upgrade of ±8,050 lf of watermain and the installation of ±800 lf of new watermain that will connect to the Town of Liberty's Ferndale Water District; and

**WHEREAS**, the Town has determined that the Ferndale Water District has sufficient capacity to support the project; and

**WHEREAS**, the Town has applied for and received \$20M in grant funding through the FAST NY program, administered through the New York State Empire State Development, and a \$1M State and Tribal Assistance Grant (STAG) through the United States Environmental Protection Agency in support of the water and sewer extension project; and

**WHEREAS**, in order to proceed with the Project, the Town must first complete an environmental review in accordance with 6 NYCRR Part 617, commonly known as a SEQR; and

**WHEREAS**, the proposed project does not meet the threshold for a Type 1 action as defined in 6 NYCRR 617.4, nor does it qualify as a Type 2 action as defined in 6 NYCRR Part 617.5; and

**WHEREAS**, the environmental review for this Project will require discretionary approval from multiple local, state, and federal agencies.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Town Board of the Town of Liberty declares its intent to serve as the lead agency for the State Environmental Quality Review of the infrastructure expansion project.
2. Under 6 NYCRR Part 617, the project is determined to be an Unlisted action.
3. In accordance with 6 NYCRR Part 617, a coordinated environmental review will be conducted.

Motion offered by: Councilmember Dean Farrand

Motion seconded by: Councilmember Sherri Kavleski

Roll Call Vote:

Dean Farrand:	AYE
Bruce Davidson:	AYE
Sherri Kavelski:	AYE
Vincent McPhillips:	AYE
Frank DeMayo:	AYE

5 AYES CARRIED

**72-26 CAPITAL RESERVE – SWAN LAKE SEWER DISTRICT RECIRCULATION PUMP REPAIR**

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Citizens' Center, 119 North Main Street,

Liberty, New York, in said Town, on the 2nd day of March 2026, 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 Sherri Kavleski  
Councilmember Bruce Davidson

ABSENT:

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

A RESOLUTION AUTHORIZING THE REPAIR OF A RECIRCULATION PUMP FOR THE SWAN LAKE SEWER DISTRICT, AT MAXIMUM ESTIMATED COST OF \$61,500.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$61,500.00 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 repair of a recirculation pump for the Swan Lake Sewer District, at a maximum estimated cost of \$61,500.00, and the expenditure of the sum of \$61,500.00 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) and (2) 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 \$61,500.00 is by the appropriation and expenditure of the sum of \$61,500.00 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 a 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
Councilmember Dean Farrand voting	AYE
Councilmember Vincent McPhillips voting	NO
Councilmember Bruce Davidson voting	AYE
Councilmember Sherri Kavleski voting	AYE

The resolution was thereupon declared duly adopted.

**73-26 AWARD OF CONTRACT – SWAN LAKE WWTP RECIRCULATION PUMP REPAIR PROJECT**

Motion awarding Contract 1021-G-26 (General Construction) to Koester Associates, Inc. for the low bid price of \$61,484.82, contingent upon completion of the required public notice period for use of capital reserve funds.

Motion by: Councilmember Dean Farrand  
Second by: Councilmember Bruce Davidson  
NO: Councilmember Vincent McPhillips  
4 AYES CARRIED

**74-26 AUTHORIZATION – DOCUMENT EXECUTION FOR CONTRACT INITIATION (SWAN LAKE WWTP PUMP REPAIR)**

Motion authorizing the Supervisor to execute all necessary paperwork (Notice of Award, Agreement, Notice to Proceed, pay requests, etc.) for contract initiation and compliance with the work repair of the Swan Lake Wastewater Treatment Plant recirculation pump, contingent upon completion of the public notice period for use of capital reserve funds.

Motion by: Councilmember Dean Farrand  
Second by: Councilmember Sherri Kavleski  
NO: Councilmember Vincent McPhillips  
4 AYES CARRIED

*Councilmember Vincent McPhillips stated he would not vote on matters related to Swan Lake Sewer District plant spending until a firm agreement with Delaware Engineering and secured grant funding is in place; he voted NO on this item.*

**75-26 RETAIN DELAWARE ENGINEERING – BID AWARD & CONSTRUCTION PHASE SERVICES (SWAN LAKE WWTP PUMP REPAIR)**

Motion retaining Delaware Engineering to provide bid award and construction phase services associated with the Swan Lake WWTP recirculation pump repairs, in accordance with the following checklist agreed to by the Town Board:

Item	Fee	Yes	No
A.1. Base Scope (bid documents)	\$5,000	<input checked="" type="checkbox"/>	At 11/3/25 mtg.
B.0. Bid and Award	\$1,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.1. Submittals	\$2,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.2. Payment Requests	\$2,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.3. On-site Observation	\$1,200/visit	-	<input type="checkbox"/>
	1 visit/\$1,200	<input checked="" type="checkbox"/> per visit	<input type="checkbox"/>
	2 visits/\$2,400	<input type="checkbox"/>	<input type="checkbox"/>
B4. Engineering Site Visit	\$1,500	<input checked="" type="checkbox"/> as needed	<input type="checkbox"/>
Total Fee =			

Motion by: Councilmember Dean Farrand  
 Second by: Councilmember Bruce Davidson  
 NO: Councilmember Vincent McPhillips  
 4 AYES CARRIED

**76-26 RETAIN DELAWARE ENGINEERING – CONSTRUCTION PHASE SERVICES (LOOMIS WWTP CLARIFIER REPAIR)**

Motion retaining Delaware Engineering to provide construction phase services associated with the Loomis clarifier repairs, in accordance with the checklist agreed to at the March 2, 2026, meeting. (See below) An amendment to the current contract will be provided for execution by the Town Supervisor.

**SERVICES SELECTED (TOWN TO CHECK BOXES)**

Item	Fee	Yes	No
A.1. Base Scope	\$5,500	<input checked="" type="checkbox"/>	At 11/3/25 mtg.
A.2. Optional Scope (Bid and Award)	\$1,500	<input checked="" type="checkbox"/>	At 11/3/25 mtg.
B.1. Submittals	\$2,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.2. Payment Requests	\$2,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.3. On-site Observation	\$1,200/visit	-	<input type="checkbox"/>
	1 visit/\$1,200	<input checked="" type="checkbox"/> per visit	<input type="checkbox"/>
	2 visits/\$2,400	<input type="checkbox"/>	<input type="checkbox"/>
B4. Engineering Site Visit	\$1,500	<input checked="" type="checkbox"/> as needed	<input type="checkbox"/>
Total Fee =			

Councilmember Dean Farrand requested that the checklists be included in the official minutes.

Motion by: Councilmember Dean Farrand

Second by: Councilmember Bruce Davidson  
 5 AYES CARRIED

**77-26 SUBMISSION – JANUARY 2026 DEC NOTICE OF VIOLATION (NOV)  
 INTERIM REPORT**

Motion to submit the Swan Lake Wastewater Treatment Plant January 2026  
 NYSDEC Notice of Violation interim report to NYSDEC as submitted February 25,  
 2026, or as subsequently modified by and with the Town.

Modification noted: update the sewer use law timeline to reflect a draft by 6/1/26  
 and adoption by the third quarter.

Motion by: Councilmember Dean Farrand  
 Second by: Supervisor Frank DeMayo  
 NO: Councilmember Vincent McPhillips  
 4 AYES CARRIED

**78-26 RETAIN DELAWARE ENGINEERING – NOV SUPPORT SERVICES (2026)**

Motion retaining Delaware Engineering to provide services in support of the Notice  
 of Violation (NOV) in 2026, as selected by the Town Board on March 2, 2026, and

Town of Liberty  
Swan Lake WWTP NYSDEC NOV Compliance Service Matrix  
February 25, 2026

SERVICES SELECTED (TOWN TO CHECK BOXES)

Item	Proposed Fee	Yes	No
A.1. Interim Reports 4/year; \$2,500/report	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.1. Interim Improved Screenings Collection	\$0	-	-
B.2. New Mechanical Screens	\$0	-	+
B.3. Update Sewer Use Law for Rags	\$0	-	-
C.1. Review Flow Meter Accuracy	\$0	-	-
C.2. Improve Large User Flow meter	\$0	-	+
E.1.Improve Sludge Wasting Temporary Dewatering	-		
• Belt press bid/award	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Belt press set up/one site visit	\$1,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Belt press coordination with staff and vendor during the work	\$2,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Belt Press Payment request assistance	\$1,500	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Chemical supply quote	\$2,500	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Chemical supply WTC info, fill out form and send to NYSDEC	\$1,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E.2.Improve Sludge Wasting – Sludge Disposal (Liquid, Dry, and Dumpster)	-	-	-
• Bid award	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. NYSDEC Meetings virtual (# of mgs ?)	\$1,500/mig	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Total Fee =</b>			
	(Town to fill in)		

authorizing the Supervisor to execute the contract.

Motion by: Councilmember Dean Farrand

Second by: Supervisor Frank DeMayo

NO: Councilmember Vincent McPhillips

4 AYES CARRIED

#### **79-26 APPROVAL OF MINUTES**

Motion approving the minutes of February 18, 2026, Regular Meeting as submitted by the Town Clerk.

Motion by: Councilmember Vincent McPhillips

Second by: Councilmember Sherri Kavleski

5 AYES CARRIED

#### **80-26 APPOINTMENTS – PARKS & RECREATION ADVISORY BOARD**

Motion appointing Albert White to fulfill the unexpired term of Paige Lynn Russell expiring on 12/31/28 and Marisol Sarapio to fill a vacancy expiring on 12/31/30, to serve on the Parks & Recreation Advisory Board.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 AYES CARRIED

#### **DISCUSSION**

##### **ONE-WAY TRAFFIC – MAIN STREET, PARKSVILLE**

The Residents and Friends of Parksville requested that Main Street be made one-way from the corner of Short Street and Main Street to Parksville Road (westbound). Councilmember McPhillips requested that all properties on Main Street be polled/confirmed prior to action, as those residents are directly affected. The Board agreed to table the request for the next meeting while additional signatures/confirmations are obtained. The Board discussed holding a public hearing as part of the local law process.

##### **BATTERY ENERGY STORAGE SYSTEMS (BESS)**

The Board reviewed informational materials and discussed the need to evaluate model/local laws (including Forestburgh) for BESS regulation. Discussion included

fire safety provisions, potential claims for “essential services,” and the value of standardizing escrow/decommissioning requirements, as in solar projects. The Board agreed to compile and review sample laws for BESS and solar to protect the Town and residents.

### **HR DOCUMENTS – PROGRESSIVE DISCIPLINE POLICY**

Councilmember Davidson presented materials on the Progressive Discipline policy, which is aligned with State Civil Service guidance. Supervisor DeMayo stated the documents were received that day and requested time for Board review; the item will be placed on the next meeting agenda.

### **SOLAR FARMS / ZONING DISCUSSION**

The Board briefly discussed existing and proposed solar projects, the adequacy of decommissioning escrow, and bonding for package plants. Town Attorney Klein noted the Town could draft a local law to address solar siting in zone districts and further comprehensive review standards.

### **TOWN HALL HEAT**

The Board discussed moving forward with improvements to the Town Hall heating system, including potential grant opportunities through Climate Smart. Supervisor DeMayo noted that state bid pricing for split units covers only equipment and highlighted electrical load and siting considerations that require detailed planning. Councilmember McPhillips referenced correspondence from the Town Court and emphasized the Town’s obligation to provide heat for court functions.

Councilmember Davidson noted vendors (e.g., CR Wolf) can perform heat/load calculations and provide estimates and cautioned that equipment lead times may be 14–16 weeks. Supervisor DeMayo asked Councilmember Davidson to provide vendor/engineer contacts; he will also follow up with Climate Smart on an energy audit and potential funding sources. The Board stated the goal is to have heat improvements completed by September/October 2026.

Councilmember Kavleski reiterated the target completion timeframe for September 2026. Supervisor DeMayo stated the Town will obtain vendor names/estimates and proceed promptly due to equipment lead times and court heat requirements.

### **TREE REMOVAL QUOTES – TOWN HALL GROUNDS**

Supervisor DeMayo reported receiving a quote from Ed Schulte for \$600 to remove a damaged small tree/stump on the corner (pending confirmation whether

Highway/DPW can remove it). He also reported a quote of \$2,500 to remove a largely dead maple in the middle of the lawn, noting it would require a climber and could not be safely dropped. The Board discussed obtaining additional quotes (including a recommended vendor) and carrying the item to the next meeting for a decision.

### **SOLAR MORATORIUM – IN PROGRESS**

Supervisor DeMayo stated that the Town will move forward with the solar moratorium and that he will follow up with the consultant on the next steps.

### **PUBLIC PARTICIPATION**

Kimberly Ravesky addressed conditions at the abandoned I-86 Diner property in Parksville, citing longstanding complaints, recent violations/summons, and worsening exterior conditions. She requested Town action due to impacts on community revitalization efforts. Supervisor DeMayo stated the Town is developing a process (including OpenGov workflows) to prevent long-standing unresolved violations and will follow up with Code Enforcement (Rich). Councilmember McPhillips noted that the dumpster activity may be associated with an adjacent resident behind the diner and suggested verifying ownership and identifying the responsible parties. Rob Ravesky described vehicles, garbage, and overcrowding behind the diner, indicating an ongoing eyesore and safety concern. The Board agreed to follow up.

### **BOARD DISCUSSION**

### **PLANNING BOARD APPLICATION**

Councilmember Dean Farrand reported that a developer recently submitted a Planning Board application. The Building Department indicated that once the Town is granted access to the site, the application will be reviewed. Farrand noted that the Town has been requesting site access for approximately 18 months. No specific date has yet been scheduled for the site visit. Farrand stated that he will follow up with staff to determine whether coordination between departments has occurred.

### **SUNSET LAKE HOUSING DEVELOPMENT / INFRASTRUCTURE GRANT**

Councilmember Vincent McPhillips asked Supervisor Frank DeMayo for clarification regarding a recent email about a potential housing development project near Sunset Lake and the request for a letter of support from the Town Board.

Supervisor DeMayo explained that Sullivan County is applying for a grant of approximately \$1 million to fund infrastructure improvements related to a potential housing development project. Two municipalities had expressed interest in potential projects: the Town of Liberty (Sunset Lake area) and the Town of Fallsburg. According to DeMayo, the county voted to move forward with the Liberty project by submitting a letter of interest for the grant.

Supervisor DeMayo clarified that the county, not the Town of Liberty, submitted the letter of interest to the funding source. He indicated that he has a meeting scheduled with county representatives to obtain additional information and will provide an update to the Town Board at a future meeting.

Councilmember Bruce Davidson emphasized the importance of ensuring residents can provide input regarding any potential development. Supervisor DeMayo acknowledged that public input would occur once the project proposal becomes more defined. At this time, the project remains in its early stages, and no development has been approved by the Town Board.

Councilmember Farrand stated that he would like to hear directly from the developer regarding the scope and nature of any proposed housing development before any decisions are made.

Supervisor DeMayo noted that the developer involved, Ken Carney, previously completed the Liberty Commons development on Barton Road approximately 18 years ago.

Board members discussed the need for additional housing in the Town of Liberty and emphasized the importance of understanding the proposal's details once they become available.

#### **ACKNOWLEDGMENT OF WHITE SULPHUR SPRINGS FIRE DEPARTMENT**

Supervisor DeMayo reported that approximately three weeks prior, a leak occurred in the water system near the Ferndale tank. Members of the White Sulphur Springs Fire Department assisted Town personnel by controlling the water supply with a fire truck, preventing the need to drain the tank. Firefighters volunteered approximately 14 hours of assistance during extremely cold weather. The Board expressed appreciation for their assistance.

#### **RECOGNITION OF TOWN HIGHWAY EMPLOYEE**

Councilmember McPhillips asked about the proclamation written by the Town Clerk recognizing Steve Schroeder, a Town Highway Department employee who assisted in rescuing a mother and her two children during a residential fire while performing road sanding operations.

Supervisor DeMayo explained that the employee had already been recognized during a community meeting and that the matter had not been placed on the agenda for additional action. Board members discussed the need to establish a consistent policy regarding proclamations, resolutions, or other formal recognitions for employees and community members.

Councilmember Farrand suggested that the Town consider developing a formal policy to ensure recognition efforts are consistent.

### **OPENGOV SYSTEM LAUNCH**

Councilmember Farrand reported that the Town has conducted a soft launch of the OpenGov system. Residents can now access portions of the Town budget and certain permit information through the Town website. Additional information will be added over the coming months. Farrand encouraged residents to review the information available online and to provide feedback to help identify any errors or areas that need clarification.

### **RETIREMENT ANNOUNCEMENT**

Councilmember Farrand announced the recent retirement of Mike Fritz from the Highway Department following 31 years of service to the Town of Liberty.

Supervisor DeMayo noted that he had recently spoken with Mr. Fritz, who reported that he is enjoying his retirement.

### **DEPARTMENT HEAD MEETINGS**

Councilmember Bruce Davidson commented on the progress made during regular department head meetings over the past 13 months.

### **ADJOURNMENT**

The meeting was adjourned at 7:24 p.m.

Motion by: Councilmember Vincent McPhillips

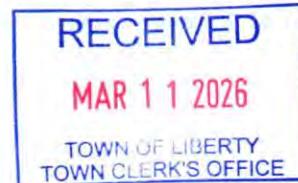
Second by: Councilmember Sherri Kavleski  
5 AYES CARRIED

Respectfully Submitted,

---

Laurie Dutcher, Town Clerk – Town of Liberty

Lucas Roth  
41 Townsend Rd  
Liberty NY 12754



March 2, 2026

Dear Matt,

Please accept this as notice of my resignation from Heavy Equipment Operator. I have enjoyed my time as an employee of the Town of Liberty Highway Dept. and would like to thank you for all of the opportunities I have been afforded here. My last day of work will be April 3, 2026.

Sincerely,

A handwritten signature in black ink, appearing to be "Lucas Roth", written in a cursive style.

Lucas Roth



**COUNTY OF SULLIVAN  
DEPARTMENT OF SOLID WASTE AND RECYCLING**  
100 NORTH STREET, P.O. Box 5012  
MONTICELLO, NY 12701

**MUNICIPAL CLEANUP AGREEMENT**

This agreement is made on \_\_\_\_\_, 2026 between the County of Sullivan, a municipal corporation with offices at 100 North Street, Monticello, New York 12701 (County), and the Town/Village of \_\_\_\_\_, a municipal corporation with offices at \_\_\_\_\_ (Municipality).

The parties, wishing to cooperate in conducting a municipal cleanup to improve the appearance of Sullivan County, agree as follows:

- a. The County shall accept at the Monticello Transfer Station free of charge, an amount of solid waste from the Municipality not exceeding the allotment set forth in the attached schedule under the heading "**2026 Tonnage Allocation**".
- b. In delivering solid waste pursuant to this agreement, the Municipality shall adhere to the attached "**Municipal Cleanup Guidance 2026**" guidance and shall bear the entire cost of collection and delivery.
- c. The Municipality shall pay to the County \$105 per ton for that solid waste delivered in excess of its allotment.
- d. The allotment is for the sole benefit of the Municipality. The right to deliver solid waste pursuant to this agreement may not be transferred or assigned to any other individual or entity, municipality or otherwise.
- e. If the Municipality intends to use a central collection point, the Municipality shall monitor the location to prevent the dumping of improper materials. The Municipality shall be responsible for any costs incurred by the County due to the delivery of improper materials to County solid waste facilities and deposit of materials at unauthorized locations.
- f. All municipal cleanups must be held during the periods April 15<sup>th</sup> thru May 15<sup>th</sup>, 2026 and September 15<sup>th</sup> thru October 15<sup>th</sup>, 2026. Our waste tonnages triple in summer so we cannot accommodate cleanups during this time and stay in compliance with our mandatory NYSDEC operating permit. Please respect this request.
- g. This agreement shall not be effective unless it is properly executed and returned to Sullivan County Division of Public Works prior to the commencement of the cleanup event.
- h. This agreement is authorized by Resolution adopted by the Sullivan County Legislature and by a resolution of the governing body of the Municipality, a copy of which is attached.

Municipally: \_\_\_\_\_

Name of Supervisor/Mayor: \_\_\_\_\_

Signature of Supervisor/Mayor: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*Town of Liberty*

# SPRING CLEAN-UP

**MAY 7 & 8 • 7:30 am – 3:00 pm**

**MAY 9 • 7:30 am – UNTIL DUMPSTERS ARE FULL**

**Located at Town Barn**

*(Corner of Ferndale-Loomis Rd & Rt. 52)*

## **X THINGS WE DO NOT ACCEPT:**

- Items over 4 feet in length
- Fuel tanks, oil drums, or large propane tanks
- Cans containing paint, petroleum products, pesticides, or any other hazardous waste
- Brush, yard waste, bags of leaves, stumps, or rocks
- Explosives, ammunition, radioactive material, medical waste, medications or car batteries
- Household Garbage or Commercial Waste
- Asbestos or liquids

## **We Accept Metal**

- One Load Per Household
- No Permit Required

**For more information call:  
845-292-4172**



**This program is made possible by the taxpayers  
of Sullivan County.**

# **By-Laws of The Town of Liberty Parks and Recreation Advisory Board**

## **ARTICLE I – THE AUTHORITY**

### **Section 1. Name of Authority**

The name of the Authority is the Town of Liberty Parks and Recreation Advisory Board (PRAB).

### **Section 2. Mission Statement**

The PRAB is dedicated to providing recommendations for quality park, recreation, and public facilities for the citizens of Liberty and the general public. The PRAB strives to enhance the town's natural beauty and to act as liaison between the public and the Parks and Recreation Staff in the coordination of recreation, leisure, and athletic activities that promote positive community values in accordance with the Town of Liberty's Core Values and Mission Statement (See attachment A).

### **Section 3. Office of Authority**

The office for the Board shall be located at 119 N. Main Street in the Village of Liberty, or at such place or places that the Authority may from time to time designate by resolution. All books and records of the Board shall be kept at the office herein above designated, unless otherwise provided by board resolution.

### **Section 4. Authority**

The PRAB is established pursuant to applicable provisions of New York State Town Law and serves in an advisory capacity to the Town Board.

**Section 5. Seal of Authority**



**ARTICLE II – THE BOARD MEMBERS**

**Section 1. Appointment and Term**

The PRAB shall consist of five (5) members who shall be appointed by the Town Board. They must be residents of the Town of Liberty. The term of office shall begin January 1st and end December 31<sup>st</sup> upon completion of the five (5) year term. The PRAB may also have one student liaison member who shall be selected by the PRAB, from candidates who are enrolled students at Liberty High School. The term of office for this liaison member shall be one school year. The PRAB will interview interested candidates and select the student liaison by a majority vote in executive session.

**Section 2. Re-appointments**

If a board member desires to continue after their appointment expires, the PRAB Chairperson & PRAB can recommend to the Town Board the reappointment of that individual by November 30<sup>th</sup> of the year in which the term expires.

**Section 3. Vacancies**

The PRAB Chairperson and Town Board shall review the file of interested individuals and as a result of that review, the PRAB Chairperson and Town Supervisor will present the names of potential candidates to the Town Board for appointment.

**Section 4. Remuneration**

Each member of the PRAB shall serve without pay.

**Section 5. Resignation**

Any member may resign by submitting a written notice to the Town Board and PRAB Chairperson. Resignation shall become effective upon acceptance by the Town Board.

**Section 6. Removal**

In addition to removal for non-attendance, a member may be recommended for removal for cause, including misconduct, violation of ethics requirements, or failure to perform assigned duties, subject to Town Board approval.

**ARTICLE III – PARKS AND RECREATION ADVISORY BOARD OFFICERS**

**Section 1. Officer Titles**

The officers of the PRAB consist of a Chairperson, Vice-Chairperson and Secretary.

**Section 2. Election and Term of Officers**

Officers shall be elected annually at the December reorganizational meeting by open ballot from nominations made from the floor. Officers shall serve one-year terms.

**Section 3. Officer Duties**

The PRAB Chairperson, Vice-Chairperson, and Secretary shall be elected by the Board for the purpose of conducting PRAB meetings, appointing committees for additional responsibilities, and overseeing the operation of the PRAB.

The duties of Chairperson include, but are not limited to: presiding over regular and emergency business meetings, attending public functions approved by the PRAB, appointing and dissolving committees, communicating PRAB business to the Town Supervisor and Town Board members, and coordinating meeting agendas with the Parks and Recreation Director and Department Head of Buildings and Grounds.

The duties of Vice-Chairperson include, but are not limited to: fulfilling the duties of Chairperson in case of absence and remaining apprised of committee business.

The duties of Secretary include, but are not limited to: fulfilling the duties of Vice-Chairperson and/or Chairperson if both are absent, reading correspondence at meetings, and writing correspondence deemed necessary by the PRAB Chairman.

The duties of the student liaison will be, but are not limited to, communicating ideas and information between the PRAB, Parks and Recreation Department, and the student body of Liberty Central School.

Effective dates of each office shall be immediately after the re-organizational meeting held in December of each year. The PRAB Chairperson will be limited to no more than two (2) consecutively elected terms, but may be re-elected after not holding the office of Chairperson for one year.

#### **Section 4. Officer Vacancies**

If an officer vacancy occurs, the chain of command will fill vacant positions. Therefore, the Vice-Chairperson would become Chairperson, the Secretary would become Vice-Chairperson. If the normal chain of command does not fill offices, the PRAB may vote to hold a special election to fill an officer vacancy.

### **ARTICLE IV – POWERS AND DUTIES OF THE PRAB**

#### **Section 1. PRAB Purpose**

The purpose of the PRAB is to: 1) provide for communication and liaison duties between the community and the Parks & Recreation Department; 2) Make recommendations for the continuity of planning and implementation of programs; and 3) Observe Parks and Facilities conditions and make recommendations as appropriate.

#### **Section 2. Advisory Authority**

The PRAB serves in an advisory capacity only. All final authority regarding policies, budgets, fees, staffing and capital improvements resides with the Town Board unless specifically delegated by resolution.

#### **Section 3. PRAB Authority – Budget**

The PRAB shall work with the Parks and Recreation Director and Department Head of Building and Grounds to make recommendations for the planning of the overall budget from which the respective Departments will operate, for Town Board consideration.

#### **Section 4. Facilities and Operations**

The PRAB shall have the responsibility to oversee all park and recreation areas, as designated in Article VIII, Section 1, and that all rules, procedures and fees pertaining to their operation are recommended to the Town Board for final approval.

### **ARTICLE V – PRAB MEETINGS**

#### **Section 1. Regular and/or Special Meetings**

Regular meetings of the PRAB shall be held once a month or as deemed necessary by the PRAB, and the PRAB Chairperson shall report all actions to the Town Board.

The PRAB Chairperson shall have the authority to request special meetings when necessary.

Notice of special meetings shall be given to the Town Clerk to be posted at least 24 hours prior to such special meeting and shall state the purpose, time, day, month, date, year and location of the meeting.

The re-organizational meeting will be held at the December meeting. Items to be covered at this meeting include, but are not limited to: 1) election of officers; 2) annual by-law review; 3) establish goals and objectives for the year ahead; 4) review accomplishments of the past year; 5) check committee assignments and make changes if necessary; 6) present any recommendations to the Parks and Recreation Director and/or the Department Head of Building and Grounds.

Budget related discussions will be included in the monthly meeting agendas commencing in May with final budget recommendations to be assembled by the October meeting for presentation to the Town Board. Budget items will include a review of fee schedules, operations expenditures, review of the capital improvement plan(s) and overall revenues and expenditures.

#### **Section 2. Quorum**

A majority of the appointed members shall constitute a quorum for the transaction of business.

#### **Section 3. PRAB Meetings – Minutes**

Minutes will be recorded and filed by the PRAB Secretary with copies made and presented for approval along with the agenda to the PRAB members before each meeting. Business presented before the PRAB must be given to the Secretary for inclusion on the agenda by at least one week prior to the meeting. Minutes of the PRAB meetings will be forwarded to all

Town Board members for their information and review. All PRAB meetings shall be governed by Robert's Rules of Order.

**Section 4. Open Meetings Law**

All meetings shall be conducted in compliance with the New York State Open Meetings Law.

**Section 5. PRAB Member Attendance**

It is understood that member attendance is important to the smooth functioning of the Board. Members will make every effort to attend any and all meetings. Should any member fail to attend three (3) consecutive regular meetings, the Chairperson may recommend to the Town Board to have that member dismissed.

**ARTICLE VI – COMMITTEES**

The Chairperson may appoint standing or ad-hoc committees to study specific issues. Committees shall have no independent authority and shall report recommendations to the full PRAB.

**ARTICLE VII – VOLUNTEERISM**

The Town of Liberty may utilize volunteers to assist with parks and recreation programs, events, and facilities subject to Town policies and applicable law.

Volunteers shall serve at the discretion of the Town and under the supervision of authorized staff. The PRAB may recommend volunteer initiatives and assist with outreach, but shall not directly supervise volunteers.

All volunteers shall comply with Town policies, safety requirements and codes of conduct. Background checks will be required for volunteers working with minors or vulnerable populations.

Volunteers shall not be considered employees of the Town and shall receive no compensation.

**ARTICLE VIII – AREAS AND FACILITIES**

**Section 1. Areas of Charge**

The Town Board will designate the PRAB the responsibility to observe that the following parks and recreation areas and Public Buildings are properly maintained, equipped, and operated and

to make any recommendations to the Parks and Recreation Director and the Department Head of Building and Grounds:

- Francis A. Hanofee Memorial Park, Sunset Lake Road
- Walnut Mountain Park, Walnut Mountain Road
- Shirley Diamond Community Pool, Hanofee Park, Sunset Lake Road
- Town Hall, 120 North Main Street
- Senior Citizens Center, 119 N. Main Street
- Liberty Main Street Stage, 101 N. Main Street
- Swan Lake Park
- Village Skate Park and Basketball Court
- All O&W Rail Trails within the Town and Village
- Dog Kennel on Old Monticello Road
- Parksville Cemetery
- White Sulphur Springs Cemetery
- Other properties that may be used for Parks & Recreation and Public Use purposes.

## **ARTICLE IX – PRAB REVIEW**

### **Section 1. Review of By-Laws**

The PRAB shall review the PRAB By-Laws on an annual basis, at the re-organization meeting, and make any appropriate recommendations to the Town Board. If at any time there is a need for an immediate change in the By-Laws, they can be amended by a majority vote of the PRAB and sent to the Town Board for Approval.

## **ARTICLE X – ETHICS AND CONFLICT OF INTEREST**

PRAB members shall comply with the Town of Liberty Code of Ethics and applicable provisions of New York State Municipal Law. Members shall disclose conflicts of interest and recuse themselves when appropriate.

Revised: February 8, 2026

Adopted by PRAB:

Adopted by Town Board:

ADVERTISEMENT FOR BIDS

The Town of Liberty will be accepting bids via email to [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org) until **Friday, March 27, 2026** at **3:00 PM** local time, at which time all received bids will be recorded:

**TOWN OF LIBERTY  
SULLIVAN COUNTY, NEW YORK  
REQUEST FOR BIDS FOR TRAILER MOUNTED BELT PRESS RENTAL**

Interested parties should may obtain a complete copy of the Request for Bids by contacting the Town Clerk, Laurie Dutcher, at 845-292-5110 or [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org).

No Pre-Bid conference will be held. However, document holders can contact the Water & Sewer Department at (845) 292-5620 with any questions.

Contractors are advised that all work performed under this contract must comply with New York State Department of Labor prevailing wage requirements.



## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, New York 13820

Tel: 607.432.8073 / Fax: 607.432.0432  
DelawareEngineering.com

March 20, 2026

### Town of Liberty, NY

### Request for Bids for Trailer Mounted Belt Press Rental

**Responses are due by 3:00 PM Friday, March 27, 2026 via email to [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org).**

#### Request for Bid:

The Town of Liberty is seeking bids to provide a 1-meter trailer mounted belt press for seasonal sludge dewatering for 2026 with budget pricing for 2027, at the Swan Lake STP, located at 4722 Rt. 55 Swan Lake, NY 12783 in the Town of Liberty.

The rental cost shall be provided on a monthly rate, the term of rental is anticipated to be 3.5 months (June 1st to September 15<sup>th</sup>, 2026). The press shall be delivered to the site and startup training shall be complete no later than June 5<sup>th</sup>. The Town will provide all electric, water and chemicals for press operation for the duration of the contract. The contractor shall provide a weekly rental rate in the event the Town need to extend operation longer than expected but not up to a full month.

The 1-meter trailer mounted belt press shall include but may not be limited to the following:

- 1 - Skid mounted belt press on an enclosed trailer. Complete with control panel with new starters & VFD's. Panel shall include 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 - Portable conveyor
- 1 - 100' power cable

The proposal shall include a trailer setup schematic that indicate the location of the external connections by the Town for system operation (e.g.; wash water, sludge feed, discharge conveyor, power, etc.). The schematic shall be submitted with the bid.

The proposal shall include all costs for mobilization to the site, assisting town personal with press system set up and connections to external resources, operator training for all aspects of system operation and acceptable daily cleaning procedures.

The proposal shall include demobilization from the site, understanding the Town will assist in readying the unit for transit off site.

#### General Items:

- Mobilization and demobilization as many times as required to complete the work
- Conference calls with the Town to review the planned work and up to two more times during the work.

28 Madison Avenue Ext.  
Albany, NY 12203  
518.452.1290

223 Main Street  
Goshen, NY 10924  
845.615.9232

548 Broadway  
Monticello, NY 12701  
845.791.7777

16 East Market Street  
Red Hook, NY 12571  
518.452.1290

14-20 Willeff Avenue, #202  
Port Chester, NY 10573  
914.939.0380

**DELAWARE ENGINEERING, D.P.C.**

- Provide all project paperwork (e.g., submittals, invoices/pay requests, certified payroll, etc.) to the Town

Notes:

- 1.) None

**Restrictions:**

Normal hours of Town Staff are 6:00 am to 2:30 PM, Monday through Friday. All delivery, setup, training and removal shall be completed during these hours unless approved prior to delivery.

**Response:**

Written responses to the request for Bids will be accepted via email to [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org) until Friday **March 27, 2026 at 3:00 PM** local time, at which time all received proposals will be recorded.

Proposal package shall have a cover sheet clearly labeled "Trailer Mounted Belt Press Rental Bid", name of Bidder, and date and time the proposal is due.

No Pre-Bid conference will be held prior to submitting a proposal. However, document holders can contact the Water and Sewer Department at (845) 292-5620 with any questions.

Bid package shall include

- Completed bid form with 2026 pricing and 2027 budget pricing
- Non-Collusion Affidavit of Bidder
- Trailer setup schematic

**Payment/Compensation:**

Contractor shall prepare and submit payment applications to the Town Clerk, Laurie Dutcher (120 North Main Street, Liberty, NY 12745, [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org)). Invoices shall not be submitted more frequently than once per month.

Contractors are advised that all work performed under this contract must comply with New York State Department of Labor prevailing wage requirements ([www.labor.state.ny.us](http://www.labor.state.ny.us)).

In addition, the Contractor must comply with Labor Law 220, section 220-h, which requires that on all public work projects of at least \$250,000.00, all laborers, workers, and mechanics on the site be certified as having successfully completed the OSHA 10-hour construction safety and health course.

All payment requests shall be submitted on company letter head.

No payment request will be processed by the Town unless acceptable certified payroll information is provided.

**Schedule:**

Responses are due by 3:00 PM, March 27, 2026. The Town intends to review and award proposals at their April 6, 2026 Town Board meeting.

**Press shall be operational on site no later than June 4, 2026.**

## DELAWARE ENGINEERING, D.P.C.

### Typical Equipment owners' rental stipulations to the Customer (Town):

Under the terms of this agreement, the Customer (Town) 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 (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.
  - Certificate holder to read: (insert equipment owner, address, etc.)
- 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. (insert equipment owner) reserves the right to inspect the equipment at any time, during normal working hours.

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 (insert equipment owner) location at the conclusion of the rental period.

### **Bonds & Insurance:**

No bonds are required for this project.

**Required insurance for this project shall be as follows:**

## DELAWARE ENGINEERING, D.P.C.

### From Supplementary Conditions Article 4 – Insurance:

- Statutory Requirements: The contractor shall secure and keep in force all insurances in such amounts as are required by New York State Law and the laws of the United States, including Worker’s Compensation Insurance, ~~NYS Disability Insurance, and Unemployment Insurance.~~
- Commercial General Liability Insurance, written on an occurrence form, on a primary and non-contributory basis, by insurance companies authorized to write insurance in New York, insuring against bodily injury and property damage must be provided and maintained in the following amounts:
  - a. Each Occurrence \$1 million
  - b. General Aggregate \$2 million
  - c. Personal and Advertising Injury \$1 million
  - d. Products-Completed Operations Aggregate \$1 million
  - e. Fire Damage – any one fire \$50,000 dollars
  - f. Medical Expense – any one person \$5,000 dollars
  - g. Property Damage insurance to include coverage for explosion, collapse and underground hazards.
- Named Insureds: The Town, its officers, employees, and engineer(s) shall be named as additionally insured.
- Above insurance requirements shall be binding on Subcontractors as well as the General contractor. The Town may request proof of insurance for any Subcontractor working on the site.

The Town will request valid insurance certificates following selection of a contractor (including for any subcontractors) to keep on file.

### **Sales and Use Taxes:**

The Owner is exempt from New York State Sales and Use Taxes on materials and equipment included in this project. Said taxes shall not be included in the Contract Price.

### **O&M Manual:**

Vendor to provide digital copy of the O&M Manual within 15 days after receiving the purchase order from the Town.

### **Multi-year Contract:**

The Town desires to lock in pricing for services in 2026, with the ability to extend services for 2027. Pricing for 2026 will be agreed to this year. Bidder to provide budget pricing for 2027 on the bid sheet that can be considered and finalized in 2027, if needed.

### **Questions:**

Please contact John Peterson via email at [jpeterson@delawareengineering.com](mailto:jpeterson@delawareengineering.com), if you have any questions or require additional information.

**DELAWARE ENGINEERING, D.P.C.**

**Attachments:**

- Bid Sheet
- Non-Collusion Affidavit of Bidder
- Site Plan w/ Temporary Dewatering Trailer Location

Liberty (T) Request for Bids for Trailer Mounted Belt Press Rental 03-20-26.docx

DELAWARE ENGINEERING, D.P.C.

Bid Sheet





***Itemized Bid Sheet***

Items/Description	Quantity	Units	Unit Price
<b>Mobilization/demobilization:</b>	1	Lump Sum	\$ -
<b>Trailer Mounted Belt Press Rental:</b>	1	\$ per month	\$ -
<b>Trailer Mounted Belt Press Rental:</b>	1	cost per week	\$ -
<b>Total Price (in figures):</b>			
	NA	NA	NA

**For 2027 Services - Budget Price - Confirm in 2027**

Items/Description	Quantity	Units	Unit Price
<b>Mobilization/demobilization:</b>	1	Lump Sum	\$ -
<b>Trailer Mounted Belt Press Rental:</b>	1	\$ per month	\$ -
<b>Trailer Mounted Belt Press Rental:</b>	1	cost per week	\$ -
<b>Total Price (in figures):</b>			
	NA	NA	NA

**BID SUBMITTED BY:** \_\_\_\_\_  
(Name of Company)

**Date Submitted:** \_\_\_\_\_

DELAWARE ENGINEERING, D.P.C.

Non-Collusion Affidavit of Bidder

---

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_ ) County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief;
  - a. The prices in this Bid, have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where clauses 4-a, b, and c above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 4-a, b, and c above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of clause 4-b.

Any Bid hereafter made to the Municipality or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to in subparagraph 4-b, of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_, Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, My Commission expires \_\_\_\_\_

DELAWARE ENGINEERING, D.P.C.

Site Plan w/ Temporary Dewatering Trailer Location

---



ADVERTISEMENT FOR BIDS

The Town of Liberty will be accepting bids via email to [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org) until **Friday, March 27, 2026 at 3:00 PM** local time, at which time all received bids will be recorded:

**TOWN OF LIBERTY  
SULLIVAN COUNTY, NEW YORK  
REQUEST FOR BIDS FOR SLUDGE DISPOSAL**

Interested parties should may obtain a complete copy of the Request for Bids by contacting the Town Clerk, Laurie Dutcher, at 845-292-5110 or [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org).

No Pre-Bid conference will be held. However, document holders can contact the Water & Sewer Department at (845) 292-5620 with any questions.

Contractors are advised that all work performed under this contract must comply with New York State Department of Labor prevailing wage requirements.



March 20, 2026

**Town of Liberty, NY**  
**Request for Bids for Sludge Disposal**

**Responses are due by 3:00 PM Friday, March 27, 2026 via email to [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org).**

**Request for Bids:**

The Town of Liberty is seeking proposals to provide seasonal liquid and cake sludge disposal for 2026, at the Swan Lake STP, located at 4722 Rt. 55 Swan Lake, NY 12783 in the Town of Liberty.

**Item #1 Liquid Sludge Disposal**

The proposed cost shall be based on cents per gallon utilizing a 7,000-gallon (minimum volume) tanker loaded from the sludge tank at the Swan Lake STP and disposal to a regulatory approved offsite location. Contractor shall be on call to remove sludge from the facility **up to 7 days per week**.

The town will notify the hauler by 3 PM that sludge needs to be removed from the facility, the hauler **must** respond the next day between 12-2:00 PM to remove 7,000 gallons of sludge from the facility.

**Item #2 Dewatered Sludge Disposal**

The proposed cost shall be based on supply of an acceptable 20 yard roll off container for 15-20% (average 17%) belt press sludge cakes at the Swan Lake STP from June 2<sup>nd</sup> 2026 to September 15<sup>th</sup> 2026. Disposal of cake sludge to an offsite location as required during June – September 2026 based on the Town needs. Contractor shall be on call to remove sludge box from the facility **up to 5 days per week**, 2.5 loads per week is the anticipated volume.

The Town will notify the hauler 1 PM that sludge needs to be removed from the facility, the hauler **must respond** no later than the next day during normal hours to remove the sludge from the facility. The sludge hauler **shall return** the box to the plant no later than 8 AM the following morning.

The Town reserves the right to award both Items 1 and/or 2 to a single firm or select between the liquid or cake sludge disposal option award to multiple firms.

Contractors submitting a proposal shall be registered with NYSDEC to haul sludge in NYS and disposal shall comply with all state and federal regulations.

**General Items:**

- Mobilization and demobilization as many times as required to complete the work
- Provide all project paperwork (e.g., submittals, invoices/pay requests, certified payroll, etc.) to the Town

**Restrictions:**

Normal summer hours of Town Staff are 6:00 am to 2:30 PM, Monday through Friday, weekend disposal will be accommodated as required. All delivery, setup, training and removal shall be completed during

**DELAWARE ENGINEERING, D.P.C.**

these hours. Sludge hauler operations must not interfere with or have detrimental affect on WWTP operations.

**Response:**

Written responses to the request for proposals shall be submitted via email to [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org) until Friday, **March 27, 2026 at 3:00 PM** local time, at which time all received proposals will be recorded.

Proposal package shall have a cover sheet clearly labeled "Sludge Disposal Bid", name of Contractor, and date and time Proposal is due.

No Pre-Bid conference will be held prior to submitting a proposal. However, document holders can contact the Water and Sewer Department at (845) 292-5620 with any questions.

Bid package shall include

- Completed bid form with 2026 pricing and 2027 budget pricing
- Non-Collusion Affidavit of Bidder

**Payment/Compensation:**

Dewater Sludge Disposal:

The contractor must submit original copies of disposal slips obtained from the facility; disposal slips shall include truck number, date, weigh in, weight out and invoiced weight, slips shall be provided with the monthly invoice.

Liquid Sludge Disposal:

The contractor must submit original copies of slips obtained from the disposal facility; slips shall include truck number, date, gallons off loaded, slips shall be provided with the monthly invoice.

Notes:

- 1.) Note any omissions or exclusions in pricing provided
- 2.) Provide any additional costs not mentioned in this document that may arise for consideration

Contractor shall prepare and submit payment applications to the Town Clerk, Laurie Dutcher (120 North Main Street, Liberty, NY 12745, [l.dutcher@townofliberty.org](mailto:l.dutcher@townofliberty.org)). Invoices shall not be submitted more frequently than once per month.

Contractors are advised that all work performed under this contract must comply with New York State Department of Labor prevailing wage requirements ([www.labor.state.ny.us](http://www.labor.state.ny.us)).

In addition, the Contractor must comply with Labor Law 220, section 220-h, which requires that on all public work projects of at least \$250,000.00, all laborers, workers, and mechanics on the site be certified as having successfully completed the OSHA 10-hour construction safety and health course.

All payment requests shall be submitted on company letter head.

**Schedule:**

**Responses are due by 3:00 PM March 27, 2026.** The Town intends to review and award proposals at their April 6, 2026 Town Board meeting.

## DELAWARE ENGINEERING, D.P.C.

### **Bonds & Insurance:**

No bonds are required for this project.

### **Required insurance for this project shall be as follows:**

#### From Supplementary Conditions Article 4 – Insurance:

Statutory Requirements: The contractor shall secure and keep in force all insurances in such amounts as are required by New York State Law and the laws of the United States, including Worker's Compensation Insurance, NYS Disability Insurance, and Unemployment Insurance.

- Commercial General Liability Insurance, written on an occurrence form, on a primary and non-contributory basis, by insurance companies authorized to write insurance in New York, insuring against bodily injury and property damage must be provided and maintained in the following amounts:
  - a. Each Occurrence \$1 million
  - b. General Aggregate \$2 million
  - c. Personal and Advertising Injury \$1 million
  - d. Products-Completed Operations Aggregate \$1 million
  - e. Fire Damage – any one fire \$50,000 dollars
  - f. Medical Expense – any one person \$5,000 dollars
  - g. Property Damage insurance to include coverage for explosion, collapse and underground hazards.
- Named Insureds: The Town, its officers, employees, and engineer(s) shall be named as additionally insured.
- Above insurance requirements shall be binding on Subcontractors as well as the General contractor. The Town may request proof of insurance for any Subcontractor working on the site.

The Town will request valid insurance certificates following selection of a contractor (including for any subcontractors) to keep on file.

### **Sales and Use Taxes:**

The Owner is exempt from New York State Sales and Use Taxes on materials and equipment included in this project. Said taxes shall not be included in the Contract Price.

### **Multi-year Contract:**

The Town desires to lock in pricing for services in 2026, with the ability to extend services for 2027. Pricing for 2026 will be agreed to this year. Bidder to provide budget pricing for 2027 on the bid sheet that can be considered and finalized in 2027, if need

### **Questions:**

Please contact John Peterson via email at [jpeterson@delawareengineering.com](mailto:jpeterson@delawareengineering.com), if you have any questions, or require additional information.

**DELAWARE ENGINEERING, D.P.C.**

**Attachments:**

- Bid Sheet
- Non-Collusion Affidavit of Bidder

Liberty (T) Request for Bids for Sludge Disposal 03-20-26.docx

Bid Sheet



Non-Collusion Affidavit of Bidder



**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_ ) County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
  - a. The prices in this Bid, have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where clauses 4-a, b, and c above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 4-a, b, and c above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of clause 4-b.

Any Bid hereafter made to the Municipality or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to in subparagraph 4-b, of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_, Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, My Commission expires \_\_\_\_\_



**Itemized Bid Sheet**

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

**For 2027 Services - Budget Price - Confirm in 2027**

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

**BID SUBMITTED BY:** \_\_\_\_\_  
(Name of Company)

**Date Submitted:** \_\_\_\_\_

**LEGAL NOTICE**  
**REQUEST FOR PROPOSALS**  
**COMPUTER & INFORMATION TECHNOLOGY (IT) SERVICES**

**NOTICE IS HEREBY GIVEN**, that the Town Board of the Town of Thompson will receive proposals in accordance with specifications prepared therefore, which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following:

**Computer & Information Technology (IT) Services for all Town of  
Thompson Departments and Locations**

Said proposals shall be mailed or delivered so that they shall be received at the office of the said Town Clerk by the close of business on Thursday, January 23, 2026, after which date all proposals shall be opened and read.

By Order of the Town Board  
4052 State Route 42, Monticello, New York  
Dated: December 16, 2025  
Marilee J. Calhoun  
Town Clerk

# **Town of Thompson Computer & Information Technology Services**

## **REQUEST FOR PROPOSAL REQUIREMENTS**

The Town of Thompson is accepting proposals for Computer & Information Technology Consulting Services for the period of January 1, 2026 to December 31, 2027. The Town currently works with multiple vendors for IT needs and we are in need of an IT professional to oversee all aspects of the Town's infrastructure including, but not limited to software, hardware, telephone systems, internet systems, multifunction printers and copiers, cameras and monitoring systems. The Town is looking for a comprehensive approach and vendor, to oversee of the Town's entire IT Infrastructure and provide recommendations and solutions for improvements and increased efficiency, as well as oversee the implementation of same to address staff concerns and needs, with regard to their current operating systems/software/network shortfalls.

The successful bidder shall be required to execute a standard Town Services Agreement, which reflects the terms of these specifications. The Town reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the town.

### **Town Facilities**

The Town is administered through numerous departments at four locations. Included in the scope of this proposal are the following departments and locations (station numbers approximate).

- a. 4052 NYS Route 42
  - i. Supervisor's Office 5 stations
  - ii. Town Clerk Office 4 stations
  - iii. Building Department 7 stations
  - iv. Assessor Office 4 stations
  - v. Tax Receiver Office 2 stations
  - vi. Justice Court Offices 4 stations
- b. 33 Jefferson Street
  - i. Highway Department 2 stations
- c. 128 Rock Ridge Dr.
  - i. Water & Sewer Department 4 stations
- d. 181 Town Park Road
  - i. Parks & Recreation Department 3 stations

In addition to the above several employees also have a laptop for remote work opportunities. There are also cameras and phone/wireless service at Town Park facilities and water and sewer pumpstations throughout the Town that are also included.

## **Technical Requirements**

### **Software Architecture Services**

Consisting of Professional review and opinion regarding the purchase and installation of new software for use by the Town of Thompson offices. Research new trends in relevant software designs and systems and provide information for consideration by the Town of Thompson.

### **Software Integration Analysis**

Consisting of Professional review and opinion regarding the integration of new software or systems purchases with existing hardware and software in use at the Town of Thompson offices. Analysis of risks and impacts of proposed Hardware/Software integration. Coordinate system development tasks to include design, integration, and formal testing. Oversees all transitions into production. Develop and complete actions in system specifications, technical and logistical requirements, and other disciplines. Create and maintain programmatic and technical documentation to ensure efficient planning and execution. Manage and document system configurations.

### **Software Support Services**

Consisting of on-site support of software in use by the Town of Thompson on Servers and Desktops to include network security and all functions of a Microsoft Active Directory environment. Verify proper operations and configurations of software at the Town of Thompson on servers and desktops. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

In addition, the Town coordinates with County for Laserfiche and data documentation repository for several departments. Familiarity with digital records retention and archiving publicly accessible documents is a plus.

### **Hardware Support Services**

Consisting of on-site support of hardware (Servers and Desktops) in use by the Town of Thompson. Verify proper operations and configurations of hardware (Servers, Backup and Desktops) at the Town of Thompson. Upgrade, install and troubleshoot networks, networking hardware devices and software. Assist Town with maintaining an inventory of equipment and parts as well as documentation of vendor activities. Develop and document system standards for computer and network devices. Recommend and schedule repairs to the LAN/WAN.

Support and recommendations for cameras for security and monitoring at all necessary town facilities. Current cameras are installed at town parks, town hall and water and sewer facilities. In addition, the town has monitoring systems in place with temperature sensors for roadway conditions and flood sensors for water levels at the Neversink River.

Development and execution of a preventative maintenance program for hardware in use (Servers/Desktops) at the Town of Thompson offices. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Compose and complete updates to the Town computer inventory with communications to the Town Comptroller, maintained as a Microsoft Excel spreadsheet. This is constantly updated as equipment is purchased and or removed from service.

### **Policy and Standards Support**

Ongoing development of proposed formal computer systems policies and procedures to ensure the security and availability of systems of the Town of Thompson. Procedures to include data backup procedures and disaster recovery plan preparation.

### **Internet Mail and Conversion to Enterprise System**

Responsible for the oversight of the current internet mail system through Zelacom and the conversion to an Enterprise System for integrated mail and shared calendar opportunities. Support and act upon licensing numbers and issues as well as track software in use from the tenant. Coordinate with Zelacom, as needed, to administer ID's and passwords for the tenant as well as email ID's and passwords. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received. Contractor must be proficient in an Enterprise system, such as Office 365, Google Workspace or comparable.

### **EDR (Endpoint Detection and Response - Cybersecurity) Monitoring**

The Town has a contract with CrowdStrike for endpoint protection and response. Continually monitor all network devices from the EDR portal for possible security threats as well as maintain accurate account of network devices both in use and not. Respond to threats through the portal while utilizing Magna5's Network Operations Control group when necessary. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 2 hours of the date and time the call is received.

Enacting is a core competency. Clear working knowledge of applying MFA; maintaining firewalls; cloud security; provide and maintain backups for all functions.

### **Internet and Streaming Knowledge**

Ensure compliance with website requirements and streaming requirements and set-up and coordination thereof. Knowledge of Zoom, YouTube and WordPress and other media solutions are required.

---

## **Project Management**

Run complex projects/programs from design and development to completion. Define requirements and plan project lifecycle deployment.

Define resources and schedule for project implementation. Create strategies for risk mitigation and contingency planning. Plan and schedule project deliverables, goals, milestones.

Direct and oversee project team and manages conflicts within group. Efficiently identify and solve project issues.

Demonstrate leadership to define requirements for project risk. Develop Requests for Proposals (RFP) for external services.

Design and maintain technical and project documentation.

On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

## **On-Going**

Monthly systems audits to verify systems operations and maintenance including data backup verifications. Quarterly and as requested detailed reporting of work performed to the Town Supervisor. Should other professional services or consultants need to be brought in for a given situation, those consultants shall be paid by the Town of Thompson separate and apart from this agreement. Prior approval for such consultants or services shall be pre-approved by the Town Supervisor.

Perform periodic software updates in various proprietary software packages that are used by Town departments. This would include, but is not limited to, programs produced by the following vendors:

- a. Assessors Software
  - i. NYS Office of Real Property Services
  - ii. SDG – Image Mate
- b. Building Department Software
  - i. SDG – Image Mate
  - ii. MuniCollab
  - iii. BAS
- c. Supervisor Office
  - i. Phone System
  - ii. Internet System
  - iii. Financial Software
  - iv.
- d. Tax Receiver Software
  - i. Software
- e. Town Clerks Software
  - i. BAS – Licensing / Certification Program
  - ii. DECALS – NYS DEC Automated License Systems
- f. Town Highway
  - i. Highway Systems – fuel, etc.

- g. Water & Sewer
- i. Lab software

### **Qualifications of Vendors / Proposers**

- Vendor must have at least one individual employed who is skilled to Microsoft Systems Administrators standards.
- Vendor should have at least one individual employed who is skilled to Microsoft Desktop Support Technicians standards.
- Vendor must have at least one individual employed who is skilled in the development, deployment, tuning and maintenance of Microsoft 0365.
- Vendor must possess the knowledge and skills to maintain network system policies.
- Vendor must possess the knowledge and skills to design and implement server redundancy in a domain environment.
- Vendor must possess the knowledge and skills to effectively use Internet Information Services for publishing information to the internet and maintain security when using this system.
- Vendor must possess the knowledge and skills to design and implement a disaster recovery plan for networking equipment, servers and workstations at various locations.
- Vendor must possess the knowledge and skills to configure and optimize Microsoft Software Update Services (SUS) or Microsoft Systems Management Server.

### **Hardware**

- Vendor must possess the knowledge, skills and necessary tools to troubleshoot repair or replace personal computer and service hardware, including but not limited to, hard drives, RAID controllers, RAID hard drives, power supplies, network interface cards, modems, video adaptors, keyboards, mice and monitors.
- Vendor must possess the knowledge and skills to assess future hardware needs and develop recommendations of hardware purchases for the Town.

### **Networking**

- Town Hall Servers/Tower
- Water & Sewer Server/Tower

### **Operating Systems**

- Vendor must have the knowledge in Microsoft operating systems.

### **Software**

- Vendor must possess the knowledge and to administer ad-hoc staffing training on the Microsoft Office 0365 Suite of software products.

- Vendor will be required to assist in deployment and upgrades of the following software packages, including but not limited to:

- (a) Assessors Software
  - (i) NYS Office of Real Property Services
  - (ii) SDG – Image Mate
- (b) Building Department Software
  - (i) SDG – Image Mate
  - (ii) BAS
  - (iii) MuniCollab
- (c) Court Clerks Software
  - (i) BAS
- (d) Supervisor Office
  - (i) Phones
  - (ii) Internet
  - (iii) Copiers
- (e) Tax Receiver Software
- (f) Town Clerks Software
  - (i) First Class – Virtual Town Hall
  - (ii) BAS – Licensing / Certification Program
  - (iii) DECALS – NYS DEC Automated License Systems
- (g) Town Highway Software
- (h) Town Water & Sewer Lab Software

### **Timeliness**

- Vendor must have staff available on an on-call basis Monday – Friday (excluding holidays) for onsite service. Work must be completed between the hours of 9:00 am – 4:00 pm.
- Vendor must have a cellular phone.
- Vendor must be able to have a representative to respond to a voicemail within 2 hours and arrive on-site within 24 hours of requested actionable service call.

### **Cost Proposal**

Firms must submit a firm hourly rate price that includes all travel, labor, consumables and fees for option “A” and or an annual on-call retention rate for travel, labor, consumables and fees for the entire year for option “B”

The Town reserves the right to terminate the contract at any time if the Town is not completely satisfied with the firm’s performance, or if the Town feels the firm does not possess the right skills to proceed.

### **Terms & Conditions**

- The Contractor will not store any equipment on the property without written communication and approval with the majority of the Town Board. If they do decide to leave any equipment of any type on the premises, the Contractor will be responsible for the condition. The Town will not be

held accountable for any damage or theft of any Contractor equipment.

- Proposals shall be presented describing the Contractor's experience in Information Technology services with municipal computer operational needs.
- If the price of the service remains unchanged as of the end of the contract, the Town may extend the contract with the Contractor for additional one-year period increments.
- This agreement can be amended as needed to service the needs of the Town departments. All amendments must be provided with the approval of the Town Board with a majority vote. All changes that will incur costs must be done in writing. Verbal changes that affect the cost will not be permitted without written amendments. Non-cost changes can be done without the Town Board majority approval.
- Questions must be submitted in writing via e-mail to [jweyer@thompsonny.gov](mailto:jweyer@thompsonny.gov). Inquiries submitted to the Town of Thompson must reference the page and section of the RFP document in question.
- All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document. The Town of Thompson shall not be held responsible to notify prospective proposer's who have not returned the Receipt Confirmation Form.
- No changes to wording of the proposer's proposal will be accepted after submission unless requested by the majority of the Town Board.
- All Town of Thompson expenditures are subject to appropriation of funds. Therefore, the Town of Thompson reserves the right to discontinue the RFP process if funding is not available.
- All responses to this request for proposal become the property of the Town of Thompson
- Prospective proposers are responsible for their own expenses in preparing the proposal and subsequent negotiations with the Town of Thompson, if any.
- The Town reserves the right to award a contract in part or full, or not at all, on the basis of responses received.
- This RFP is not to be construed as a contract to purchase goods or services. The Town is not bound to accept the lowest price or any proposal of those submitted.
- While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts, and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.
- All the terms and conditions of this RFP are deemed to be accepted by the proposer and

incorporated in its proposal, except those conditions and provisions that are expressly excluded by the proposer's proposal.

- It shall be a condition precedent of the Town of Thompson's obligation to monthly payments for all acceptable service rendered and invoiced with details pertaining to costs.
- The successful proposer must demonstrate financial stability, and the Town of Thompson reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.
- If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the Town of Thompson may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.
- Unless there is a successful proposer based on the responses, the evaluation procedure will identify all proposers capable of providing a solution based on the written proposals and then a "Competitive Range" based on the cost proposals. All proposers deemed capable of providing a solution and with the "Competitive Range" will be further evaluated and may be requested to make formal oral presentations.
- No part of the work outlined in this RFP may be subcontracted without prior written consent from the Supervisor after the major approval of the Town of Thompson, Town Board.
- There are no Bonds required for this contract.
- The Town of Thompson is Tax Exempt.
- Contractor shall comply with Federal Regulations, Safety and Health Regulations for Construction (OSHA).
- Sample Town Contract attached for reference and referral during the RFP period.

### **Insurance**

The Contractor will provide the following Insurance:

- Statutory Worker's Compensation coverage, in compliance with the Compensation Law of the state of New York.
- General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000.00. The Town of Thompson must be listed as additional named insured.
- Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury

and property damage. The Town of Thompson must be listed as additional named insured.

- Disability Insurance in accordance with State of New York requirements.
- All policies and certificates of insurance of the Contractor shall contain the following clauses:
  - a) Town of Thompson is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Thompson (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
  - b) The Clause “other insurance provisions” in a policy in which the Town of Thompson is named as an additional insured, shall not apply to the Town of Thompson.
  - c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Thompson (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
  - d) Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

#### **RFP REQUIRED INFORMATION & FORMAT**

Proposals should not exceed ten (10) pages in length (excluding cover and section dividers), and should include the following information:

- Transmittal Letter Form (attached at end of this RFP)
- Proposed Scope & Budget
- Firm Summary/Profile
- Summaries of at least three (3) similar projects previously completed, including project budget
- Resumes of key staff that will be assigned to work on the project
- Three (3) client references

#### **RESERVATION OF TOWN RIGHTS**

The Town reserves the right to accept or reject any or all qualifications received in response to this RFP, to waive any irregularities in qualifications received, to request clarification and/or additional information during the evaluation process, to amend or cancel this RFP, to re-advertise for new submittals, and negotiate potential contract terms with the most highly qualified firm. By submitting a qualification response, the respondent hereby authorizes the Town to contact references and make such further investigations as may be in the best interest of the Town. The Town may also negotiate possible contracts to determine the most highly qualified firm to ensure compensation is fair and reasonable based on the project scope, complexity, professional nature, and the estimated value of the services to be rendered.

## QUESTIONS

Questions related to this RFP are to be submitted in writing to Jill Weyer, Director of Community Development, via e-mail to [jweyer@thompsonny.gov](mailto:jweyer@thompsonny.gov) or by phone at 845-794-2500 x304. The deadline for submitting questions is 12 PM EST, Monday, January 12, 2026. Unless otherwise authorized by the Town, respondents are advised that from the date of the release of this RFP until award of the contract, NO contact with Town personnel or Town officials is permitted with respect to this RFP, except to request a copy of the RFP and to submit questions as stated above. Any other contact will result in the disqualification of the respondent's submittal.

## RFP SUBMISSION REQUIREMENTS

Electronic submissions via e-mail are highly encouraged. Interested firms should submit an electronic copy of their proposals by close of business on Thursday January 23, 2026 to MARILEE CALHOUN, TOWN CLERK/REGISTRAR [marilee@thompsonny.gov](mailto:marilee@thompsonny.gov). If you prefer to submit paper copies, please submit **two paper copies (one (1) bound and one (1) unbound)** of your proposal by the time and date indicated to MARILEE CALHOUN, TOWN CLERK/REGISTRAR, TOWN OF THOMPSON, 4052 NY RTE. 42, MONTICELLO, NY 12701.

## CONTRACT

Upon selection of a finalist firm(s), the Town will initiate contract negotiations with the selected firm(s). If negotiations are unsuccessful, the Town will enter into contract negotiations with the next ranked firm. The Town is under no obligation to contract with any firm that responds to this RFP. See attached Standard Rider for all Town Contracts.

**TOWN OF THOMPSON  
4052 NYS Route 42  
Monticello, NY 12701**

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,  
Contract Years January 1, 2026 – December 31, 2027**

**PROPOSAL SHEET**

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Option A. **Hourly Rate** – (includes all labor, travel and fees)

Price for Hour \_\_\_\_\_  
(in numbers)

Price written in words \_\_\_\_\_

Option B. **Annual Rate** - (service labor, travel, and fees not inclusive of replacement parts, consumables or purchase of new equipment)

Price for Annual Rate \_\_\_\_\_  
(in numbers)

Price written in words \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_

Print Representative Name: \_\_\_\_\_

Submission Date: \_\_\_\_\_

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,  
Contract Years January 1, 2026 – December 31, 2027**

**COMPANY FACT SHEET**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

D.B.A. (if applicable): \_\_\_\_\_

Years at current Location: \_\_\_\_\_

If less than 3 years, provide previous address: \_\_\_\_\_

\_\_\_\_\_

Year Company was formed \_\_\_\_\_

How many staff members do you employ? \_\_\_\_\_

How many technical employees? \_\_\_\_\_

Types of certifications held:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What is the number of years' experience per technician?

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

How many clients do you currently have? \_\_\_\_\_ How many are municipalities? \_\_\_\_\_

How many clients are political subdivisions? \_\_\_\_\_

What is your geographical service area? \_\_\_\_\_

\_\_\_\_\_

**Disclosure of Responsibility Statement** (use additional page if needed)

---

List any convictions of any person, subsidiary, or affiliate of this company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

---

List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affected the responsibility of the Contractor.

---

List past and/or pending lawsuits against your company for breach of services and/ or cancelation of contracts or subcontract.

---

List past and/or pending law suits your company has filed against any individual person(s) and/or company for contract disputes.

---

List any prior suspensions of debarments by any government agency.

---

List any contracts not completed or canceled.

---

I, \_\_\_\_\_, as \_\_\_\_\_  
Print Name of Individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature of Individual  
State of \_\_\_\_\_ County of \_\_\_\_\_ Subscribed and sworn to  
before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_  
representing him/herself to be \_\_\_\_\_ of the company \_\_\_\_\_

**COMPUTER & INFORMATION TECHNOLOGY SERVICES**  
**Contract Years 2026 - 2027**

**REFERENCES:**

	Company	Telephone	Contact Name
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

**Additional Company Specialties:**

---

---

---

---

---

---

**Please use the space below to describe your experience with providing similar services:**  
(Use attached sheet if necessary)

---

---

---

# NON-COLLUSIVE BIDDING CERTIFICATE

Made pursuant to Section 103-d of the General  
Municipal Law of the State of New York

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bill have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of competition.

Verification by Subscription and  
Notice under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

Affirmed under penalty of perjury.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**TOWN OF THOMPSON  
STANDARD CONTRACT RIDER**

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. **DEFINITIONS:** Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:
  - i. "Town" shall mean Town of Thompson.
  - ii. "Board" shall mean the Town Board of the Town.
  - iii. "Supervisor" shall mean Town Supervisor.
  - iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
  - v. "State" shall mean the State of New York.
  - vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
  - vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.
  
2. **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants to the Town that:
  - i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
  - ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
  - iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
  - iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
  - v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
  - vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
  - vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
  - viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.
  - ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.

3. **PAYMENTS:** The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.
  - i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
  - ii. Payment shall be made to the Vendor after approval of said voucher by the Town.
  - iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.
4. **APPROPRIATIONS:** If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.
5. **PERFORMANCE OF THIS CONTRACT:** The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.
6. **SINGLE AUDIT PROVISIONS:** If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.
7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or

obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to ensure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. **NON-DISCRIMINATION:**

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.
10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.
11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:
  - i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
  - ii. **WORKER'S COMPENSATION** and **DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
  - iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
  - iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
  - v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.
12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.
13. **EVENTS OF DEFAULT:** The following events shall constitute an event of default:
  - i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
  - ii. The failure of the Vendor to perform any term, provision or covenant of this contract.

- iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
- iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
- v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
- vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
- vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
- viii. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.

**14. REMEDIES:**

- i. If the Vendor shall be in default under this contract, the Town at its option may:
  - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
  - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
  - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
  - (4) Take any other action to protect the interest of the Town.
  - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
  - (6) The remedies provided to the Town are cumulative.
- ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.
- iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

**15. NOTICES:** Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

**16. BINDING NATURE:** This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.

17. **AMENDMENT:** This contract may be modified only in writing.
18. **ADDITIONAL RIDERS AND APPENDICES:** Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.
19. **FACSIMILE SIGNATURES AND TRANSMISSION:** This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.
20. **SECTOR BIDDER:** Is responsible for all costs and permits and must follow the department of health regulations, Selected bidder is responsible for paying all subcontractors in this project and must provide all prevailing wage documents to the Town of Thompson before they release payment.

§ 60-21. Civil penalties.

[Amended 4-7-2025 by L.L. No. 3-2025]

Alternatively, or in addition to the foregoing remedies, any person who shall fail to comply with a written order of the Code Enforcement Officer within the time fixed for compliance therewith, and any owner, builder, architect, tenant, contractor, subcontractor, construction superintendent or their agents or any other person allowing, taking part or assisting in the construction or use of any building who shall knowingly violate any of the applicable provisions of the Uniform Code and all applicable laws, ordinances, codes, rules and regulations covering building construction or alteration and/or property maintenance, including this chapter, or any lawful order, notice, directive, permit or certificate of the Code Enforcement Officer made thereunder shall be liable for a civil penalty in such amount as may be established by resolution of the Town Board from time-to-time for each day or part thereof during which such violation continues. The civil penalties provided by this section shall be recoverable in an action instituted in the name of the Town of Liberty.



# TOWN OF LIBERTY

N E W Y O R K

*A Great Place to Work, Live and Play*

---

## **Progressive Discipline Policy**

### **Purpose**

Town of Liberty's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of Town of Liberty's progressive discipline policy and procedures. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

Pursuant to §75 of Civil Service Law, failure to adhere to this policy may result in removal and other disciplinary action.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Town of Liberty and its employees.

### **Procedure**

#### ***Step 1: Counseling and verbal warning***

Creates an opportunity for the Department Head to bring attention to the existing performance, conduct or attendance issue. The Department Head should discuss with the employee the nature of the problem or the violation of Town policies and procedures. The Department Head is expected to clearly describe expectations and steps the employee must take to improve his or her performance or resolve the problem. Within five business days, the Department Head will prepare

---

### **Our Mission Statement**

*We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.*

written documentation of the verbal counseling. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

***Step 2: Written warning***

The written warning involves more formal documentation of the performance, conduct or attendance issues and consequences, additionally the written warning will advise the employee of their right to representation. During Step 2, the Department Head and a Supervisor will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employees' immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

***Step 3: Suspension and final written warning***

Some performance, conduct or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee for no more than *thirty days* without pay, pending the results of an investigation and hearing. Suspensions that are recommended as part of the normal sequence of the progressive discipline policy and procedures are subject to approval from a supervisor and HR. Depending on the seriousness of the infraction, the employee may be suspended without pay in full day increments consistent with federal, state and local wage and hour employment laws. Employees may not substitute or use an accrued paid vacation, sick or personal day in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance to ensure that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

***Step 4: Recommendation for termination of employment***

The last and most serious step in the progressive discipline process is a recommendation to terminate employment. Generally, The Town of Liberty will try to exercise the progressive nature of this

policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. Management's recommendation to terminate employment must be approved by human resources (HR) and the division director or designate. Final approval may be required from the Town Board.

### **Appeals**

- An employee may appeal if subjected to any of the following penalties:
- Demotion in title or grade
- Dismissal or termination from service
- Suspension without pay
- Fine
- Official reprimand without remittance of pre-hearing suspension pay

An employee must select **one** of the following appeal options:

File a written appeal with the State or Municipal Civil Service Commission having jurisdiction; OR

Initiate a proceeding in a court of competent jurisdiction pursuant to Article 78 of the Civil Practice Law and Rules.

Appeals to the Civil Service Commission must be filed in writing within twenty (20) days after service of the written notice of determination.

If the notice of determination is served by registered mail, the employee shall be granted an additional three (3) days to file the appeal.

Failure to file within the prescribed timeframe may result in dismissal of the appeal.

Following review, the Commission may affirm, reverse, or modify the disciplinary determination.

If reinstated, the employee shall receive back pay for the period of removal, including any prior suspension without pay, less any unemployment insurance benefits received during such period.

The decision of the Civil Service Commission shall be final and binding and shall not be subject to further judicial review.

### **Documentation**

The employee will be provided with copies of all progressive discipline documentation, including all PIPs.

The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file.

*For further clarification and updated rules, refer to § 75 of Civil Service Law.*

**LOCAL LAW NO. \_\_ OF 2026**

**A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF FORESTBURGH TO ESTABLISH REGULATIONS FOR BATTERY ENERGY STORAGE SYSTEMS**

**BE IT ENACTED** by the Town Board of the Town of Forestburgh, Sullivan County, New York, as follows:

**Section 1. Title.**

This Local Law shall be known as the “Battery Energy Storage System Law of the Town of Forestburgh.”

**Section 2. Legislative Intent and Findings.**

The Town Board finds that the development of clean energy resources, including battery energy storage systems, is consistent with the goals of the State of New York to promote renewable energy and reduce greenhouse gas emissions. The Board further finds that such systems must be appropriately sited, designed, and maintained to protect the health, safety, and welfare of the residents of the Town, the natural environment, and the character of the community.

It is the intent of this Local Law to provide for the regulation of battery energy storage systems in a manner that is consistent with the Uniform Fire Prevention and Building Code, the Energy Code of the State of New York, and nationally recognized standards including National Fire Protection Association (NFPA 855) and the National Electric Code (NEC).

**Section 3. Authority.**

This Local Law is enacted pursuant to the Municipal Home Rule Law of the State of New York and Article 16 of the Town Law.

**Section 4. Definitions.**

For the purposes of this Local Law, the following terms shall have the meanings set forth below. Where not defined herein, words shall have their ordinary meaning.

1. **Battery Energy Storage System** – A group of one or more devices, containers, modules, or structures, which are capable of storing energy in order to supply electrical energy at a future time.
2. **Tier 1 Battery Energy Storage System** – A system with an aggregate energy capacity less than or equal to 600 kilowatt-hours (kWh).
3. **Tier 2 Battery Energy Storage System** – A system with an aggregate energy capacity greater than 600 kilowatt-hours (kWh).
4. **Dedicated-Use Building** – A building that is used exclusively for housing and operating a battery energy storage system.

## Battery Energy Storage Systems

5. **Decommissioning** – The removal, dismantling, and proper disposal of a battery energy storage system and associated equipment.
6. **Emergency Operations Plan (EOP)** – A written plan developed by the system owner or operator, in consultation with the Town and local fire officials, that outlines emergency response procedures.

### Section 5. Applicability.

- A. This Local Law shall apply to all battery energy storage systems proposed, installed, or modified after its effective date.
- B. Modifications to existing systems that increase capacity by more than ten percent (10%) shall be subject to the provisions of this Local Law.
- C. Systems lawfully in existence prior to the effective date of this Local Law shall be deemed nonconforming uses and may continue subject to § 280-A of the Town Law.

### Section 6. Permitted Uses.

- A. **Tier 1 Systems.** Tier 1 Battery Energy Storage Systems shall be permitted in all zoning districts, subject to the bulk requirements applicable to public utility facilities, and shall require only a building permit and electrical permit.
- B. **Tier 2 Systems.** Tier 2 Battery Energy Storage Systems shall be permitted only by special permit and site plan approval of the Planning Board, in accordance with Town Code §§ 180-34, 180-35 and 180-36, and only in the following zoning districts:
  1. Rural Residential District (RR) on parcels of at least 100,000 sq. ft. (2.3) acres.
  2. Rural Conservation District (RC) on parcels of at least 100,000 sq. ft. (2.3) acres.

### Section 7. Dimensional and Siting Requirements (Tier 2).

Tier 2 Battery Energy Storage Systems shall comply with the following bulk standards:

- A. Minimum setback from any existing dwelling unit or community building (school, daycare, church): **three hundred (300) feet.**
- B. Minimum setback from all other lot lines: **two hundred (200) feet.**
- C. Maximum structure height: fifteen (15) feet for cabinets; thirty-five (35) feet for dedicated-use buildings.
- D. Lot coverage shall not exceed 50% percent.
- E. Fencing Requirements. Tier 2 Battery Energy Storage Systems, including all mechanical equipment, shall be enclosed by a minimum 7-foot-high fence with a self-locking gate to prevent

## Battery Energy Storage Systems

unauthorized access unless housed in a dedicated-use building and not interfering with ventilation or exhaust ports. No variance for fence height shall be required.

E. Screening and Visibility. Tier 2 Battery Energy Storage Systems shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area and not interfering with ventilation or exhaust ports. Screening shall be provided by a combination of fencing and landscaping sufficient to reasonably shield the system from adjacent properties. Removal of trees should be minimized to the extent possible.

F. Utility Lines and Electrical Circuitry. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

### **Section 8. Additional Site Plan Requirements.**

A. For any Tier 2 Battery Energy Storage System requiring a Special Use Permit, site plan approval shall also be required. In addition to the information otherwise required under the Town Code § 180-35, any application for site plan approval shall include the following:

1. A survey or drawing showing property lines and existing physical features of the project site, including roads.
2. A plan showing proposed changes to the landscape of the site, including grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.
3. A one-line or three-line electrical diagram detailing the Battery Energy Storage System layout, associated components, and electrical interconnection methods, including all National Electrical Code compliant disconnects and over-current devices.
4. A preliminary equipment specification sheet documenting the proposed system components, inverters, and associated electrical equipment. A final specification sheet shall be submitted prior to the issuance of a building permit.
5. The name, address, and contact information of the proposed or potential system installer and the owner and/or operator of the Battery Energy Storage System. The information for the final installer shall be provided prior to issuance of a building permit.
6. The name, address, phone number, and signature of the applicant, as well as all property owners, demonstrating consent to the application and the use of the property for the Battery Energy Storage System.
7. The zoning district designation(s) for the parcel(s) of land comprising the project site.
8. A Commissioning Plan documenting and verifying that the system and its associated controls and safety systems are in proper working condition in accordance with the

Uniform Code. Where commissioning is required by the Uniform Code, such commissioning shall be conducted by a New York State Licensed Professional Engineer after installation but prior to final inspection and approval. Any corrective action plan for open or continuing issues shall also be provided. A report describing the results of commissioning and initial acceptance testing shall be submitted to the Code Enforcement Officer or Reviewing Board prior to final inspection and approval, and a copy shall be maintained on site in an approved location.

9. A Fire Safety Compliance Plan documenting and verifying that the system and its associated controls and safety systems comply with the Uniform Code.
10. An Operation and Maintenance Manual describing continuing system maintenance and property upkeep, as well as design, construction, installation, testing, and commissioning information, in accordance with the Uniform Code.
11. Erosion and sediment control and stormwater management plans prepared to New York State Department of Environmental Conservation standards, where applicable, and to such additional standards as may be required by the Planning Board.
12. Engineering documents signed and sealed by a New York State Licensed Professional Engineer. Such documents shall be submitted prior to issuance of a building permit or final site plan approval, but need not be included at the time of the initial application.
13. An Emergency Operations Plan (EOP), in the form designated by the Planning Board, a copy of which shall be provided to the system owner, the local fire department, and the local fire code official, with a permanent copy maintained at the facility in an approved on-site location. The EOP shall include, at a minimum:
  - a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions, and for safe start-up following cessation of such conditions.
  - b. Procedures for inspection and testing of alarms, interlocks, and controls.
  - c. Procedures to be followed in response to notifications from the Battery Energy Storage Management System indicating potentially dangerous conditions, including shut-down of equipment, summoning service personnel, and notifying the fire department of potentially hazardous conditions.
  - d. Emergency procedures to be followed in the event of fire, explosion, release of liquids or vapors, damage to critical parts, or other potentially dangerous conditions. Such procedures may include sounding alarms, notifying emergency responders, evacuating personnel, de-energizing equipment, and extinguishing fires.
  - e. Response considerations equivalent to a Safety Data Sheet (SDS), addressing response safety concerns and extinguishment methods when an SDS is not otherwise required.
  - f. Procedures for safely handling and removing system components damaged in a fire or other emergency event, including current contact information for qualified personnel.

- g. Any other procedures determined necessary by the Town to protect the safety of occupants, neighboring properties, and emergency responders.
- h. Procedures and schedules for conducting drills of the EOP and training of local first responders on plan contents and appropriate response measures.

**Section 9. Safety and Fire Protection.**

A. System Certification. All Battery Energy Storage Systems and associated equipment shall be listed by a Nationally Recognized Testing Laboratory (NRTL) to UL 9540 (Standard for Battery Energy Storage Systems and Equipment), or an approved equivalent. Subcomponents shall, as applicable, be listed or certified to the following standards:

1. UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications);
2. UL 1642 (Standard for Lithium Batteries);
3. UL 1741 or UL 62109 (Standards for Inverters and Power Converters);
4. Certification under applicable electrical, building, and fire prevention codes.

Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and all applicable codes, regulations, and safety standards may be accepted.

B. Clearances and Enclosures. Battery Energy Storage Systems, components, and all associated ancillary equipment shall have required working space clearances and shall be installed within weatherproof enclosures rated for the environmental conditions of the site. All electrical circuitry shall comply with NFPA 70 (National Electrical Code) and be clearly marked for identification. Combustible vegetation shall be removed within ten (10) feet of the system perimeter.

C. Signage. The signage shall be in compliance with American National Standards Institute (ANSI) Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and 24-hour emergency contact information, including reach-back phone number. As required by the National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

D. Site Access. Adequate access for emergency vehicles, water supply, Knox boxes, and signage shall be provided as approved by the Fire Chief. Site access, including snow and ice removal, shall be maintained at all times at a level acceptable to the local fire department and, where applicable, the local ambulance corps.

E. Local Coordination. Fire Department training and coordination shall be required prior to commissioning.

**Section 10. Noise and Lighting.**

A. The 1-hour average noise generated by any system shall not exceed sixty (60) dBA between as measured at the property line. Applicants may submit equipment and component manufacturers noise ratings to demonstrate compliance. The applicant may be required to provide Operating Sound Pressure Level measurements from a reasonable number of sampled locations at the perimeter of the battery energy storage system to demonstrate compliance with this standard.

B. Lighting shall be the minimum necessary for safety and security and shall employ full cut-off fixtures. Motion-activated lighting is preferred.

**Section 11. Operation and Maintenance.**

A. The owner or operator shall maintain an EOP on file with the Town and the Fire Department at all times.

B. Remote monitoring and automatic shut-down capabilities shall be maintained.

C. The owner or operator shall notify the Town and the Fire Department of any incident within twenty-four (24) hours.

D. Change of ownership or operator shall be reported to the Town within thirty (30) days, with assumption of all permit conditions.

**Section 12. Environmental Protections.**

A. Systems shall comply with applicable stormwater regulations, including the State Pollutant Discharge Elimination System (SPDES) program.

B. No system shall be located within wetlands or floodplains unless expressly authorized with mitigation measures.

C. A hazardous material disposal plan shall be provided for both routine maintenance and post-incident waste removal.

**Section 13. Decommissioning.**

A. A decommissioning plan shall be required and approved as part of the special permit in the form designated by the Planning Board. At minimum, decommissioning shall include removal of all structures, equipment, and batteries, and site restoration.

B. Financial security shall be provided in the form of a bond, letter of credit, or escrow in an amount equal to one hundred twenty-five percent (125%) of the certified decommissioning cost, updated at least every five (5) years. All costs of the financial security shall be borne by the applicant.

C. Decommissioning shall occur within twelve (12) months of cessation of operations. The battery energy storage system shall be considered abandoned when it ceases to operate consistently for 180 days or more. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town may, at its discretion, enter the property and utilize the available bond and/or security for the removal of a Tier 2 Battery Energy Storage System and restoration of the site in accordance with the decommissioning plan. Any costs incurred by the Town in excess of the financial security shall be the responsibility of the property owner and levied as a lien against the property.

#### **Section 14. Ownership Changes.**

In the event of a change in ownership of a Battery Energy Storage System, or a change in ownership of the real property upon which such system is located, the special use permit, site plan approval, and decommissioning plan shall remain in effect, provided that the successor owner or operator, within thirty (30) days of such change, submits written notice to the Code Enforcement Officer or Zoning Enforcement Officer acknowledging the transfer of ownership or operation and expressly assuming all obligations and conditions of the special use permit, site plan approval, and decommissioning plan.

Failure of a successor owner or operator to provide such written notice within the required timeframe shall render the special use permit and all related local approvals void. Reinstatement of a void permit shall be subject to the same review and approval processes as a new application under this Local Law.

#### **Section 15. SEQRA Review.**

All Tier 2 Battery Energy Storage Systems shall be classified as Type I actions under the State Environmental Quality Review Act (SEQRA). The Town Board or Planning Board, as appropriate, shall act as lead agency or coordinate with other involved agencies.

#### **Section 16. Enforcement.**

This Local Law shall be enforced by the Code Enforcement Officer. Violations shall be subject to the penalties provided in Town Code Chapter 180 and in § 268 of the Town Law.

#### **Section 17. Severability.**

If any section or provision of this Local Law is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining sections or provisions.

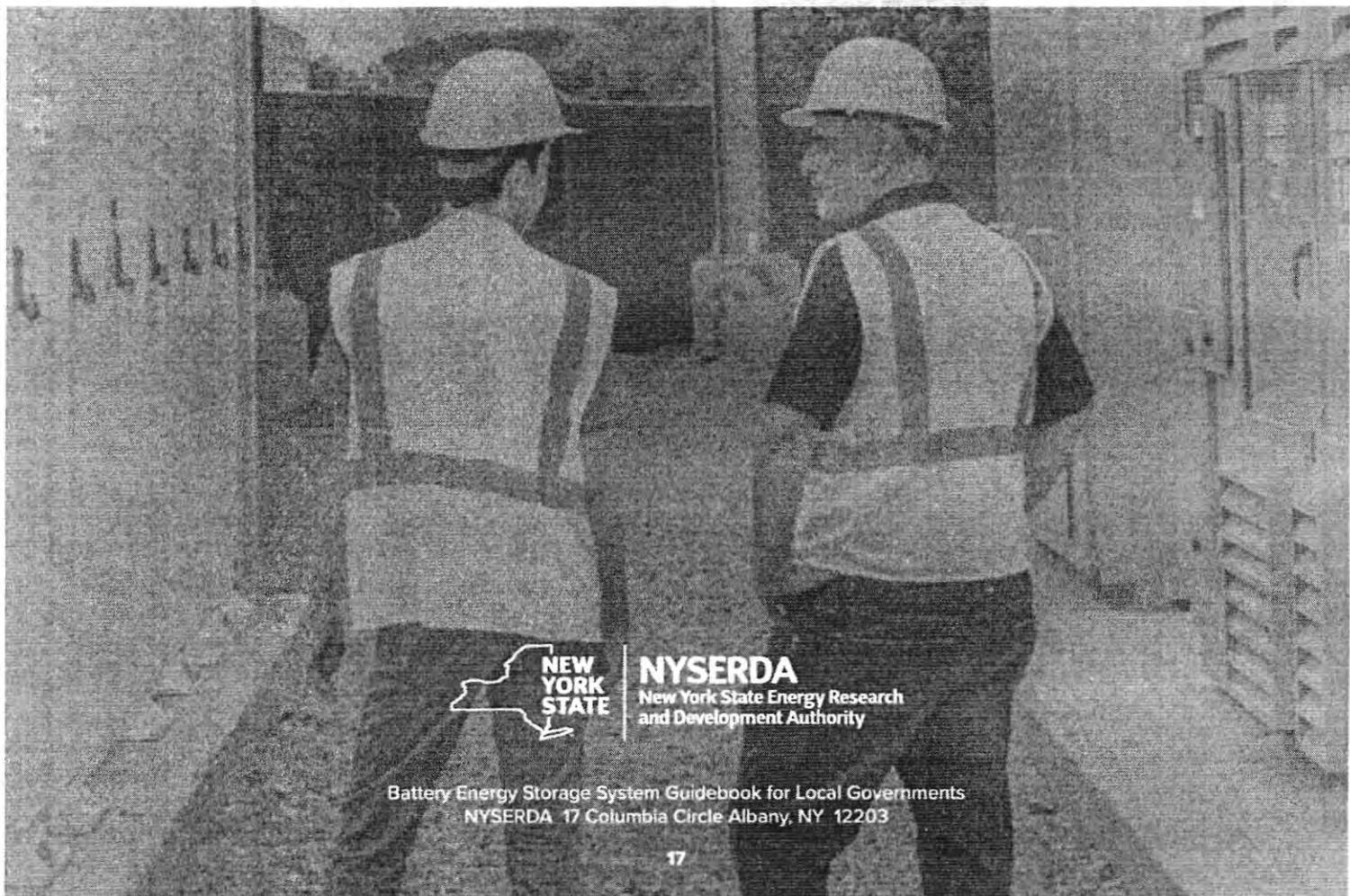
#### **Section 18. Effective Date.**

This Local Law shall take effect immediately upon filing with the Secretary of State.



# Battery Energy Storage System Model Law

For local governments to utilize when drafting local laws  
and regulations for battery energy storage systems.



**NYSERDA**  
New York State Energy Research  
and Development Authority

Battery Energy Storage System Guidebook for Local Governments  
NYSERDA 17 Columbia Circle Albany, NY 12203

# Section Contents

1. Instructions .....	19
2. Model Law .....	21

# Overview

The Model Law is intended to help local government officials and AHJs adopt legislation and regulations to responsibly accommodate battery energy storage systems in their communities. The Model Law lays out procedural frameworks and substantive requirements for residential, commercial, and utility-scale battery energy storage systems.

---

**The workable version of this document can be found at [nyserde.ny.gov/Energy-Storage-Guidebook](https://nyserde.ny.gov/Energy-Storage-Guidebook), under Battery Energy Storage System Model Law tab.**

## 1. Instructions

1. This Model Law can be adopted by the governing board of cities, towns, and villages (hereinafter “local governments” or “municipalities”) to regulate the installation, operation, maintenance, and decommissioning of battery energy storage systems. The Model Law is intended to be an “all-inclusive” local law, regulating the subject of battery energy storage systems under typical zoning and land use regulations and it includes the process for compliance with the State Environmental Quality Review Act. Municipalities should review this Model Law, examine their local laws and regulations and the types, size range and number of battery energy storage system projects proposed, and adopt a local law addressing the aspects of battery energy storage system development that make the most sense for each municipality, deleting, modifying, or adding other provisions as appropriate.
2. This Model Law references a “Battery Energy Storage System Model Permit” that is available as part of NYSERDA’s Battery Energy Storage Guidebook. The Model Permit is intended to help local government officials and AHJs establish the minimum submittal requirements for electrical and structural plan review that are necessary when permitting residential and small commercial battery energy storage systems.
3. In some cases, there may be multiple approaches to regulate a certain aspect of battery energy storage systems. The word “OR” has been placed in the text of the model law to indicate these options. Municipalities should choose the option that works best for their communities. The content provided in brackets and highlighted is optional. Depending on local circumstances, a municipality may want to include this content or choose to adopt a different standard.
4. The Model Law is not intended for adoption precisely as it is written. It is intended to be advisory only, and users should not rely upon it as legal advice. A municipality is not required to adopt this Model Law. Municipal officials are urged to seek legal advice from their attorneys before enacting a battery energy storage system law. Municipalities must carefully consider how the language in this Model Law may be modified to suit local conditions, comprehensive plans, and existing land use and zoning provisions.

5. Before enacting this Model Law, a comprehensive plan outlining the goals and policies for the installation, operation, maintenance, and decommissioning of battery energy storage systems must be adopted by the local governing board (city or common council, town board, village board of trustees). Some local governing boards can satisfy this requirement by updating an existing comprehensive plan while others must adopt a new comprehensive plan. Suggestions on how local governing boards can develop and adopt in their existing or new comprehensive plans battery energy storage system friendly policies and plans that provide local protection are listed below:
  - A. Adopt a resolution or policy statement that outlines a strategy for municipal-wide battery energy storage system development. The chief executive officer of a local government (like a town supervisor or city or village mayor) may choose to issue in accordance with its local charter or other valid local law or regulations an executive order, proclamation or other declaration to advance battery energy storage system development.
  - B. Appoint a Battery Energy Storage Task Force ("Task Force") that represents all interested stakeholders, including residents, businesses, interested non-profit organizations, the battery energy storage industry, utilities, and relevant municipal officials and staff to prepare an action plan, adopt or amend a comprehensive plan to include battery energy storage system planning goals and actions, and develop local laws and/or other regulations to ensure the orderly development of battery energy storage system projects.
  - C. Charge the Task Force with conducting meetings on a communitywide basis to involve all key stakeholders, gather all available ideas, identify divergent groups and views, and secure support from the entire community. The Task Force should also conduct studies and determine whether existing policies, plans, and land use regulations require amendments to remove barriers to and facilitate battery energy storage system development goals.
  - D. Establish a training program for local staff and land use boards. Municipalities are encouraged to utilize State and Federal technical assistance and grants for training programs when available.
  - E. Partner with adjacent communities to adopt compatible policies, plan components, and zoning provisions for battery energy storage system projects. County or regional planning agencies may also advise participating local governments on locally addressing these issues.

# 2. Model Law

## 1. Authority

This Battery Energy Storage System Law is adopted pursuant to Article IX of the New York State Constitution, §2(c)(6) and (10), New York Statute of Local Governments, § 10 (1) and (7); [Select one: sections 261-263 of the Town Law / sections 7-700 through 7-704 of the Village Law / sections 19 and 20 of the City Law and section 10 of the Municipal Home Rule Law] of the State of New York, which authorize the [Village/Town/City] to adopt zoning provisions that advance and protect the health, safety and welfare of the community.

## 2. Statement of Purpose

This Battery Energy Storage System Law is adopted to advance and protect the public health, safety, welfare, and quality of life of [Village/Town/City] by creating regulations for the installation and use of battery energy storage systems, with the following objectives:

- A. To provide a regulatory scheme for the designation of properties suitable for the location, construction and operation of battery energy storage systems;
- B. To ensure compatible land uses in the vicinity of the areas affected by battery energy storage systems;
- C. To mitigate the impacts of battery energy storage systems on environmental resources such as important agricultural lands, forests, wildlife and other protected resources; and
- D. To create synergy between battery energy storage system development and [other stated goals of the community pursuant to its Comprehensive Plan].

## 3. Definitions

As used in this [Article/Chapter], the following terms shall have the meanings indicated:

**ANSI:** American National Standards Institute

**BATTERY(IES):** A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

**BATTERY ENERGY STORAGE MANAGEMENT SYSTEM:** An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

**BATTERY ENERGY STORAGE SYSTEM:** One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:

- A. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
- B. Tier 2 Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

**CELL:** The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

**COMMISSIONING:** A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

**DEDICATED-USE BUILDING:** A building that is built for the primary intention of housing battery energy storage system equipment, is classified as Group F-1 occupancy as defined in the International Building Code, and complies with the following:

- 1) The building's only use is battery energy storage, energy generation, and other electrical grid-related operations.
- 2) No other occupancy types are permitted in the building.
- 3) Occupants in the rooms and areas containing battery energy storage systems are limited to personnel that operate, maintain, service, test, and repair the battery energy storage system and other energy systems.
- 4) Administrative and support personnel are permitted in areas within the buildings that do not contain battery energy storage system, provided the following:
  - a. The areas do not occupy more than 10 percent of the building area of the story in which they are located.
  - b. A means of egress is provided from the administrative and support use areas to the public way that does not require occupants to traverse through areas containing battery energy storage systems or other energy system equipment.

**ENERGY CODE:** The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as currently in effect and as hereafter amended from time to time.

**FIRE CODE:** The fire code section of the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

**NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL):** A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

**NEC:** National Electric Code.

**NFPA:** National Fire Protection Association.

**NON-DEDICATED-USE BUILDING:** All buildings that contain a battery energy storage system and do not comply with the dedicated-use building requirements.

**NON-PARTICIPATING PROPERTY:** Any property that is not a participating property.

**NON-PARTICIPATING RESIDENCE:** Any residence located on non-participating property.

**OCCUPIED COMMUNITY BUILDING:** Any building in Occupancy Group A, B, E, I, R, as defined in the International Building Code, including but not limited to schools, colleges, daycare facilities, hospitals, correctional facilities, public libraries, theaters, stadiums, apartments, hotels, and houses of worship.

**PARTICIPATING PROPERTY:** A battery energy storage system host property or any real property that is the subject of an agreement that provides for the payment of monetary compensation to the landowner from the battery energy storage system owner (or affiliate) regardless of whether any part of a battery energy storage system is constructed on the property.

**UNIFORM CODE:** the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

#### **4. Applicability**

- A. The requirements of this Local Law shall apply to all battery energy storage systems permitted, installed, or modified in [Village/Town/City] after the effective date of this Local Law, excluding general maintenance and repair.
- B. Battery energy storage systems constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.
- C. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Local Law.

#### **5. General Requirements**

- A. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.
- B. Issuance of permits and approvals by the [Reviewing Board] shall include review pursuant to the State Environmental Quality Review Act [ECL Article 8 and its implementing regulations at 6 NYCRR Part 617 ("SEQRA")].
- C. All battery energy storage systems, all Dedicated Use Buildings, and all other buildings or structures that (1) contain or are otherwise associated with a battery energy storage system and (2) subject to the Uniform Code and/or the Energy Code shall be designed, erected, and installed in accordance with all applicable provisions of the Uniform Code, all applicable provisions of the Energy Code, and all applicable provisions of the codes, regulations, and industry standards as referenced in the Uniform Code, the Energy Code, and the [Village/Town/City] Code.

#### **6. Permitting Requirements for Tier 1 Battery Energy Storage Systems**

Tier 1 Battery Energy Storage Systems shall be permitted in all zoning districts, subject to the Uniform Code and the "Battery Energy Storage System Permit," and exempt from site plan review.

#### **7. Permitting Requirements for Tier 2 Battery Energy Storage Systems**

Tier 2 Battery Energy Storage Systems are permitted through the issuance of a [special use permit] within the [XXXXXXXXXXXXXXXX, XXXXXXXXXXXX, XXXXXXXXXXXX] zoning districts, and shall be subject to the Uniform Code and the site plan application requirements set forth in this Section.

- A. Applications for the installation of Tier 2 Battery Energy Storage System shall be:
  - 1) reviewed by the [Code Enforcement/Zoning Enforcement Officer or Reviewing Board] for completeness. An application shall be complete when it addresses all matters listed in this Local Law including, but not necessarily limited to, (i) compliance with all applicable provisions of the Uniform Code and all applicable provisions of the Energy Code and (ii) matters relating to the proposed battery energy storage system and Floodplain, Utility Lines and Electrical Circuitry, Signage, Lighting, Vegetation and Tree-cutting, Noise, Decommissioning, Site Plan and Development, Special Use and Development, Ownership Changes, Safety, and Permit Time Frame and Abandonment. Applicants shall be advised within [10] business days of the completeness of their application or any deficiencies that must be addressed prior to substantive review.
  - 2) subject to a public hearing to hear all comments for and against the application. The [Reviewing Board] of the [Village/Town/City] shall have a notice printed in a newspaper of general circulation in the [Village/Town/City] at least [5] days in advance of such hearing. Applicants shall have delivered the notice by first class mail to adjoining landowners or landowners within [200] feet of the property at least [10] days prior to such a hearing. Proof of mailing shall be provided to the [Reviewing Board] at the public hearing.
  - 3) referred to the [County Planning Department] pursuant to General Municipal Law § 239-m if required.
  - 4) upon closing of the public hearing, the [Reviewing Board] shall take action on the application within 62 days of the public hearing, which can include approval, approval with conditions, or denial. The 62-day period may be extended upon consent by both the [Reviewing Board] and Applicant.
- B. Utility Lines and Electrical Circuitry. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

C. Signage.

- 1) The signage shall be in compliance with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and 24-hour emergency contact information, including reach-back phone number.
- 2) As required by the NEC, disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

D. Lighting. Lighting of the battery energy storage systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

E. Vegetation and tree-cutting. Areas within [10] feet on each side of Tier 2 Battery Energy Storage Systems shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers shall be permitted to be exempt provided that they do not form a means of readily transmitting fire. Removal of trees should be minimized to the extent possible.

F. Noise. The [1-hour] average noise generated from the battery energy storage systems, components, and associated ancillary equipment shall not exceed a noise level of [60] dBA as measured at the outside wall of any non-participating residence or occupied community building. Applicants may submit equipment and component manufacturers noise ratings to demonstrate compliance. The applicant may be required to provide Operating Sound Pressure Level measurements from a reasonable number of sampled locations at the perimeter of the battery energy storage system to demonstrate compliance with this standard.

G. Decommissioning.

- 1) Decommissioning Plan. The applicant shall submit a decommissioning plan, developed in accordance with the Uniform Code, to be implemented upon abandonment and/or in conjunction with removal from the facility. The decommissioning plan shall include:
  - a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;
  - b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;
  - c. The anticipated life of the battery energy storage system;
  - d. The estimated decommissioning costs and how said estimate was determined;
  - e. The method of ensuring that funds will be available for decommissioning and restoration;
  - f. The method by which the decommissioning cost will be kept current;
  - g. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
  - h. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
- 2) Decommissioning Fund. The owner and/or operator of the energy storage system, shall continuously maintain a fund or bond payable to the [Village/Town/City], in a form approved by the [Village/Town/City] for the removal of the battery energy storage system, in an amount to be determined by the [Village/Town/City], for the period of the life of the facility. This fund may consist of a letter of credit from a State of New York licensed-financial institution. All costs of the financial security shall be borne by the applicant.

H. Site plan application. For a Tier 2 Battery Energy Storage System requiring a Special Use Permit, site plan approval shall be required. Any site plan application shall include the following information:

- 1) Property lines and physical features, including roads, for the project site.
- 2) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.
- 3) A [one- or three-line] electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
- 4) A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
- 5) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the battery energy storage system. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- 6) Name, address, phone number, and signature of the project Applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the battery energy storage system.
- 7) Zoning district designation for the parcel(s) of land comprising the project site.
- 8) Commissioning Plan. Such plan shall document and verify that the system and its associated controls and safety systems are in proper working condition per requirements set forth in the Uniform Code. Where commissioning is required by the Uniform Code, Battery energy storage system commissioning shall be conducted by a New York State (NYS) Licensed Professional Engineer after the installation is complete but prior to final inspection and approval. A corrective action plan shall be developed for any open or continuing issues that are allowed to be continued after commissioning. A report describing the results of the system commissioning and including the results of the initial acceptance testing required in the Uniform Code shall be provided to [Code Enforcement/Zoning Enforcement Officer or Reviewing Board] prior to final inspection and approval and maintained at an approved on-site location.
- 9) Fire Safety Compliance Plan. Such plan shall document and verify that the system and its associated controls and safety systems are in compliance with the Uniform Code.
- 10) Operation and Maintenance Manual. Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code.
- 11) Erosion and sediment control and storm water management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Board.
- 12) Prior to the issuance of the building permit or final approval by the [Reviewing Board], but not required as part of the application, engineering documents must be signed and sealed by a NYS Licensed Professional Engineer.
- 13) Emergency Operations Plan. A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
  - a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
  - b. Procedures for inspection and testing of associated alarms, interlocks, and controls.
  - c. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

- d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
- e. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
- f. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
- g. Other procedures as determined necessary by the [Village/Town/City] to provide for the safety of occupants, neighboring properties, and emergency responders.
- h. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

I. Special Use Permit Standards.

- 1) Setbacks. Tier 2 Battery Energy Storage Systems shall comply with the setback requirements of the underlying zoning district for principal structures.
- 2) Height. Tier 2 Battery Energy Storage Systems shall comply with the building height limitations for principal structures of the underlying zoning district.
- 3) Fencing Requirements. Tier 2 Battery Energy Storage Systems, including all mechanical equipment, shall be enclosed by a [7-foot-high] fence with a self-locking gate to prevent unauthorized access unless housed in a dedicated-use building and not interfering with ventilation or exhaust ports.
- 4) Screening and Visibility. Tier 2 Battery Energy Storage Systems shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area and not interfering with ventilation or exhaust ports.

J. Ownership Changes. If the owner of the battery energy storage system changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the battery energy storage system shall notify the [Code Enforcement/Zoning Enforcement Officer] of such change in ownership or operator within [30] days of the ownership change. A new owner or operator must provide such notification to the [Code Enforcement/Zoning Enforcement Officer] in writing. The special use permit and all other local approvals for the battery energy storage system would be void if a new owner or operator fails to provide written notification to the [Code Enforcement/Zoning Enforcement Officer] in the required timeframe. Reinstatement of a void special use permit will be subject to the same review and approval processes for new applications under this Local Law.

## 8. Safety

A. System Certification. Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and Equipment) or approved equivalent, with subcomponents meeting each of the following standards as applicable:

- 1) UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
- 2) UL 1642 (Standard for Lithium Batteries),
- 3) UL 1741 or UL 62109 (Inverters and Power Converters),
- 4) Certified under the applicable electrical, building, and fire prevention codes as required.
- 5) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

B. Site Access. Battery energy storage systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 2 Battery Energy Storage System is located in an ambulance district, the local ambulance corps.

C. Battery energy storage systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA 70.

## 9. Permit Time Frame and Abandonment

A. The Special Use Permit and site plan approval for a battery energy storage system shall be valid for a period of [24] months, provided that a building permit is issued for construction [and/or] construction is commenced. In the event construction is not completed in accordance with the final site plan, as may have been amended and approved, as required by the [Reviewing Board], within [24] months after approval, [Village/Town/City] may extend the time to complete construction for [180] days. If the owner and/or operator fails to perform substantial construction after [36] months, the approvals shall expire.

B. The battery energy storage system shall be considered abandoned when it ceases to operate consistently for [more than one year]. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the [Village/Town/City] may, at its discretion, enter the property and utilize the available bond and/or security for the removal of a Tier 2 Battery Energy Storage System and restoration of the site in accordance with the decommissioning plan.

## 10. Enforcement

Any violation of this Battery Energy Storage System Law shall be subject to the same enforcement requirements, including the civil and criminal penalties, provided for in the zoning or land use regulations of [Village/Town/City].

## 11. Severability

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

# Questions?

If you have any questions about the Battery Energy Storage System Model Law, please email questions to [cleanenergyhelp@nyseda.ny.gov](mailto:cleanenergyhelp@nyseda.ny.gov) or request free technical assistance at [nyseda.ny.gov/Energy-Storage-Guidebook](http://nyseda.ny.gov/Energy-Storage-Guidebook). The NYSERDA team looks forward to partnering with communities across the State.