

TOWN BOARD MEETING AGENDA

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

DATE: May 18, 2026

TIME: 6:30 P.M.

FRANK DEMAYO, SUPERVISOR
DEAN FARRAND, COUNCILMEMBER
VINCENT MCPHILLIPS, COUNCILMEMBER

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

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

INCOMING:

1. Correspondence from the Sullivan County Agriculture and Farmland Protection Board regarding the NYS Agricultural District 30 Day Window.
2. Email from Nancy Levine regarding Neighborhood Shopping Center.
3. Correspondence from Fusco Engineering regarding Code Enforcement Services.

OUTGOING:

NEW BUSINESS

1. Motion to approve the following audit:
 - April 2026 Abstract Claims #686 to #824 totaling \$439,342.95.
 - March 2026 Post Audit Claims #662 to #685 totaling \$127,466.54.
 - March 2026 General Ledger Abstract Claims #93 to #120 totaling \$261,972.48
2. Motion approving the following monthly reports:
 - Town Clerk's Report 4/26
 - Revenue & Expense Summary 4/26
 - Supervisor's Report 4/26
3. Motion approving the following minutes as submitted by the Town Clerk:
 - Bid-Trailer Mounted Belt Press 3/27/26
 - Emergency Mtg. 4/6/26
 - Reg. Mtg. 4/20/26
 - Work Session Mtg. 5/4/26
 - Reg. Mtg. 5/4/26
4. Motion approving payment up to \$117,376.00 for Restore NY Round 8 upon receipt of funds from ESD.
5. Review SEQR Full Environmental Assessment Form (FEAF) Part 1 if acceptable as presented or with changes, resolve to accept the FEAF Part 1, and authorize the Supervisor to sign page 13.

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OUR MISSION STATEMENT

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

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DISCUSSION

1. Temporary Road Closure Application.
2. Mountainview Meadows Sewer Agreement.
3. Fine and Fees.
4. Mobile Bathroom.
5. Old Monticello Rd./Camp Yeshiva Bnos Ahavas Israel.
6. Sullivan County Water Tank.

OLD BUSINESS

UNDER REVIEW

1. Quotes for tree removal at Town Hall.
2. Regulations for Battery Energy Storage Systems.
3. One Way Street in Parksville.
4. Rd. Abandonment Big Woods Rd.
5. Memorandum of Understanding between Green Hills and the Town.
6. Temporary Logo.

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 -Regarding Code Violations.

Personnel- Employee Dismissal

ADJOURN

OUR MISSION STATEMENT

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May 5, 2026

Honorable Frank DeMayo, Supervisor
Town of Liberty
120 North Main St.
Liberty, NY 12754

Re: New York State Agricultural District 30 Day Window

Dear Supervisor DeMayo

The Sullivan County Agricultural and Farmland Protection Board received one request for inclusion into the New York State Agricultural District from a Town of Liberty landowner. Below is the landowner and property information:

Patrick Killian
301, 311, 315 Benton Hollow Rd, Liberty, NY
Liberty: 17.-1-3.2, 17.-1-3.1 & 17.-1-2.1

The Sullivan County Agricultural and Farmland Protection Board will review these applications for recommendation for inclusion at their meeting on May 20th. From there, they will make a recommendation to the County Legislature and anticipate a public hearing to be scheduled in July. A final vote by the County Legislature will be held in August. The municipality will be notified of any recommendations and the public hearing date.

Please let me know if there are any code violations for the parcels above and confirm whether or not the property is located in a zoning district that allows agricultural uses. Please contact me if you have any questions and/or concerns or issues regarding this application. I can be reached at 845-292-6180 x116 or by email at mm2592@cornell.edu.

Sincerely,

A handwritten signature in black ink that reads "Melinda Meddaugh".

Melinda Meddaugh
Agriculture and Food Systems Issue Leader/Staff support for Agriculture and Farmland Protection Board

cc: Laurie Dutcher, Town Clerk
Code Enforcement Officer
Brian McPhillips, District 3 Legislator (via e-mail)
Heather Brown, Planning Commissioner (via e-mail)

supervisordemayo townofliberty.org

From: Laurie Dutcher, Town Clerk, CMC, RMC
Sent: Thursday, May 7, 2026 9:10 AM
To: supervisordemayo townofliberty.org; Dean Farrand; Vince McPhillips; Sherri Kavleski; Bruce Davidson
Cc: Nancy Levine
Subject: Fw: Neighborhood shopping center

[Get Outlook for iOS](#)

From: NANCY LEVINE <swanlakeny@gmail.com>
Sent: Wednesday, May 6, 2026 5:12:28 PM
To: Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>
Subject: Neighborhood shopping center

Please send to the town and planning boards. Thanks, Laurie.

This is the Bethel development, Kiryas Skver. I don't know how this can be approved at this site, just for traffic concerns alone , but we know how that goes.

I thought you should be aware of this because it has major implications for Swan Lake, especially the traffic on 55, and is located right behind the Welcome to Swan Lake sign at the bottom of the hill.

The most current docs are at the bottom - the ones dated 2025. You have to use the document date and not the modified date since they went to a different system. The site plans seem to be in conflict with the long form EAF

Take a look at page 5 of the site plan. It says 13,535 sq ft of roof top but but the EAF said the sq footage is less (by the size of the kitchen) .

There are 98 parking spaces plus 2 loading areas. One big, one small.
Whole lot is 103,237 sq ft
81,064 sq ft impervious surface
13,535 sq ft of the 81,064 sq ft is building - the rest is parking and driveway

I have no idea how many seats there are in the restaurant. One of the older documents says 10 seats. Which makes no sense for a 3,000 sq ft restaurant so the water requirement is probably wrong - by a lot.

Water comes from the bungalow colony well. Sewer will go under the West Branch of the Mongaup.

This is the drive to all of the docs
https://drive.google.com/drive/folders/1UfjZtYehRUdFe4r0irNXugEjk3DAY_OX

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

April 27, 2026

Supervisor Frank DeMayo and Town Board
Town of Liberty
120 North Main Street
Liberty, New York 12754

RE: Code Enforcement Services

Dear Supervisor DeMayo and Town Board Members,

We have had the privilege of serving the Town for over twelve (12) years as sworn officers, having taken an oath to uphold and enforce all applicable local, state, and federal codes. We recognize the responsibility that accompanies that role, and we take it seriously.

While we strive for accuracy and diligence in all aspects of our work, we acknowledge that we are not without fault. In this instance, an oversight occurred. In accordance with NYS Code 19, corrective measures were implemented, including the temporary issuance of a Stop Work Order to address the matter appropriately and in compliance with the Code.

We sincerely apologize for this oversight, as well as for any other concerns that may have arisen. We are fully committed to restoring your confidence. As part of our corrective actions, the employee involved is no longer assigned to the Town, and we have reassigned two code enforcement officers to ensure stronger coverage and oversight moving forward.

If given the opportunity to continue serving the Town, I will take a more direct and personal role in our operations. This will include my personal review of all larger building permit applications and associated plans, as well as a commitment to being onsite on a weekly basis. Over the past six months, my ability to do so was impacted by a family health matter, which has since stabilized, allowing me to fully re-engage at the level the Town expects and deserves.

In recognition of our responsibility in this matter, we are also prepared to reduce our annual contract fee from \$145,000 to \$120,000 for the remainder of 2026. We hope this demonstrates our good faith and commitment to making this right. Additionally, we would welcome the opportunity to meet with you prior to year-end to discuss extending our term and further strengthening our working relationship.

We value the longstanding partnership we have built with the Town and would very much like the opportunity to restore and move forward together.

233 East Main Street
Middletown, NY 10940
(845)344-5863



Please do not hesitate to reach out with any questions or concerns. We are fully available to discuss this matter at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alfred A. Fusco, Jr.", written in a cursive style.

Alfred A. Fusco, Jr., P.E.
Fusco Engineering &
Land Surveying, D. P.C.

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
686	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND	- TOWNWIDE	Emp. Benefit		A 9060 8		488.50	26050100	488.50
687	5403	CHARTER COMMUNICATIONS						
GENERAL FUND	- TOWNWIDE	CONTRACTUAL--INTERNET		A 1620 417		110.00	67482	110.00
688	4417	CLEARFLY						
GENERAL FUND	- TOWNWIDE	CONTRACTUAL--TELEPHONE		A 1110 411		127.40	67481	
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		619.07		
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		1,193.17
689	3038	CONSTELLATION ENERGY SVC OF NY						
S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--ELECTRIC		S2 8110 412		1,555.77	67480	
STEVENSVILLE WATER DISTRICT		CONTRACTUAL--ELECTRIC		W3 8310 412		579.74		2,135.51
690	110	NYSE&G						
GENERAL FUND	- TOWNWIDE	CONTRACTUAL--ELECTRIC		A 5182 412		1,121.24	67478	
FERNDAL LIGHT DISTRICT		CONTRACTUAL--ELECTRIC		L1 5182 412		403.21		
SWAN LAKE LIGHT DISTRICT		CONTRACTUAL--ELECTRIC		L2 5182 412		1,139.66		
W.S.S. LIGHT DISTRICT		CONTRACTUAL--ELECTRIC		L3 5182 412		481.58		
PARKSVILLE LIGHT DISTRICT		CONTRACTUAL--ELECTRIC		L4 5182 412		388.72		
LOCH SHELDRAKE ROAD LIGHT DISTRICT		CONTRACTUAL--ELECTRIC		L5 5182 412		394.47		3,928.88
691	110	NYSE&G						
GENERAL FUND	- TOWNWIDE	CONTRACTUAL--ELECTRIC		A 7110 412		100.50	67478	
GENERAL FUND	- TOWNWIDE	CONTRACTUAL--ELECTRIC		A 7110 412		25.31		
GENERAL FUND	- TOWNWIDE	CONTRACTUAL--ELECTRIC		A 7111 412		51.71		177.52
692	110	NYSE&G						
INFIRMARY ROAD SEWER DISTRICT		CONTRACTUAL--ELECTRIC		S7 8110 412		25.38	67478	25.38
693	130	VERIZON						
STEVENSVILLE WATER DISTRICT		CONTRACTUAL--TELEPHONE		W3 8310 411		147.37	67479	147.37
694	380	PAYROLL ACCOUNT						
GENERAL FUND	- TOWNWIDE	Pers. Ser.		A 1010 1		1,455.92	26050600	
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 1110 1		9,879.71		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 1220 1		5,314.29		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 1310 1		3,398.58		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 1355 1		3,305.70		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 1410 1		4,780.96		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 3510 1		1,815.87		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 5010 1		5,100.73		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 7020 1		4,382.57		
GENERAL FUND	- TOWNWIDE	Per. Ser.		A 7110 1		3,956.20		

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
GENERAL FUND - TOWNWIDE		Day Camp Personal Services		A 7312 1		861.46		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 3620 1		4,199.47		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 8020 1		375.00		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Per. Ser.		DA 5130 1		2,264.00		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Per. Ser.		DB 5110 1		28,150.10		
WATER AND SEWER OPERATIONAL FUND		Per. Ser.		MO 8110 1		21,054.35		100,294.91
695 1227 FIRST NATL. BANK OF JEFFERSONVILLE								
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9030 8		3,307.28	26050600	
TOWN - OUTSIDE VILLAGE		Emp. Benefit		B 9030 8		347.72		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefits		DA 9030 8		173.19		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9030 8		2,091.66		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9030 8		1,588.59		7,508.44
696 5406 CHARTER COMMUNICATIONS								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--INTERNET		A 5132 417		149.26	67489	149.26
697 5407 CHARTER COMMUNICATIONS								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--CABLE		A 5132 413		46.81	67490	46.81
698 3038 CONSTELLATION ENERGY SVC OF NY								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 5182 412		83.59	67488	83.59
699 3038 CONSTELLATION ENERGY SVC OF NY								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 7150 412		28.23	67488	
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 7150 412		47.12		75.35
700 110 NYSE&G								
INFIRMARY ROAD SEWER DISTRICT		CONTRACTUAL--ELECTRIC		S7 8110 412		264.05	67484	264.05
701 110 NYSE&G								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 5132 412		523.02	67484	523.02
702 110 NYSE&G								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 7150 412		50.09	67484	50.09
703 1171 SAM'S CLUB / GEMB								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 7150 48		30.60	67487	
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 7312 48		14.55		45.15
704 643 VERIZON SELECT SERVICES INC.								
S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--TELEPHONE		S2 8110 411		1.80	67485	1.80
705 658 VERIZON WIRELESS								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--CELL PHONE		A 5010 414		31.24	67486	31.24
706 7023 DELTA DENTAL OF NEW YORK								
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		2,020.50	26051100	2,020.50
707 3038 CONSTELLATION ENERGY SVC OF NY								
GENERAL FUND - TOWNWIDE		CONTRACTUAL--ELECTRIC		A 5132 412		307.94	67491	307.94
708 575 ADVANCED AUTO PARTS								
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS		DA 5130 481		120.22		120.22

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
709	575	ADVANCED AUTO PARTS GENERAL FUND - TOWNWIDE		CONTRACTUAL--VEHICLE MAINTENAN A 7110 471		24.98			24.98
710	575	ADVANCED AUTO PARTS WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--VEHICLE MAINTENANMO 8110 471		59.98			59.98
711	2225	SULLIVAN COUNTY LABS WATER AND SEWER OPERATIONAL FUND LOOMIS SEWER DISTRICT S. L. / BRISCOE CONSOLIDATED SEWER	17420	CONTRACTUAL--WATER SAMPLES MO 8110 477 CONTRACTUAL--LAB TESTING S1 8110 477 CONTRACTUAL--LAB TESTING S2 8110 477		267.00 332.00 340.00			939.00
712	2225	SULLIVAN COUNTY LABS S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--LAB TESTING S2 8110 477		71.00			71.00
713	139	ALL GAS & WELDING SUPPLY HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES DA 5130 48		5.00			5.00
714	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE GENERAL FUND - TOWNWIDE	17571	CONTRACTUAL--SUPPLIES A 1410 48 CONTRACTUAL--SUPPLIES A 1620 48		205.95 24.93			230.88
715	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE	17572	CONTRACTUAL--SUPPLIES A 1620 48		360.00			360.00
716	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE	17573	CONTRACTUAL--SUBSCRIPTIONS A 1410 422		519.01			519.01
717	5235	AMERICAN EXPRESS TOWN - OUTSIDE VILLAGE TOWN - OUTSIDE VILLAGE	17574	Equipment B 3620 2 CONTRACTUAL--SUPPLIES B 3620 48		1,101.08 46.98			1,148.06
718	5235	AMERICAN EXPRESS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES DA 5130 48		143.92			143.92
719	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES A 7110 48		552.01			552.01
720	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE GENERAL FUND - TOWNWIDE GENERAL FUND - TOWNWIDE		Contractual A 1010 4 CONTRACTUAL--SOFTWARE A 1220 425 Contractual A 1480 4		16.99 24.83 58.90			100.72
721	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES A 1410 48		34.60			34.60
722	5235	AMERICAN EXPRESS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES DA 5130 48		86.39			86.39
723	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE		Contractual A 1357 4		149.59			149.59
724	850	SULLIVAN MATERIALS HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		CONTRACTUAL--STONE DB 5110 482		141.10			141.10
725	2048	APPLIED LOGIC CORP. GENERAL FUND - TOWNWIDE		CONTRACTUAL--APPLIED LOGIC A 1680 422		183.60			183.60

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
726	8900	ASTRO CHEMICALS, INC S. L. / BRISCOE CONSOLIDATED SEWER	17409	CONTRACTUAL--SODIUM ALUMINATE	S2 8110 465	2,654.00			2,654.00
727	368	BADGER METER INC YOUNGSHILL SEWER DISTRICT W.S.S. WATER DISTRICT		CONTRACTUAL--SOFTWARE	S4 8110 425	43.38			86.76
				CONTRACTUAL--SOFTWARE	W4 8310 425	43.38			
728	2608	BBG, INC GENERAL FUND - TOWNWIDE	17251	APPRAISALS	A 1355 49	4,160.00			4,160.00
729	1912	BILLIG, LOUGHLIN & SILVER, LLP TOWN - OUTSIDE VILLAGE		Contractual	B 1420 4	840.00			840.00
730	850	SULLIVAN MATERIALS HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	17461	CONTRACTUAL--STONE	DB 5110 482	294.30			294.30
731	1740	CAMPBELL FREIGHTLINER HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17452	CONTRACTUAL--PARTS	DA 5130 481	4,363.75			4,363.75
732	7231	CASELLA GENERAL FUND - TOWNWIDE		CONTRACTUAL--GARBAGE REMOVAL	A 7110 472	110.00			110.00
733	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE		LEGAL NOTICES	A 1670 41	469.20			469.20
734	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE		LEGAL NOTICES	A 1670 41	375.00			375.00
735	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE		LEGAL NOTICES	A 1670 41	73.40			73.40
736	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE		CONTRACTUAL--UTILITIES	A 1355 41	101.68			101.68
737	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE		LEGAL NOTICES	A 1670 41	133.00			133.00
738	8133	CHEMTEK, INC DEPT 348 HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17456	CONTRACTUAL--SUPPLIES	DA 5130 48	556.56			556.56
739	8040	CHEMUNG SUPPLY CORP. HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17448	CONTRACTUAL--SUPPLIES	DA 5142 48	2,237.40			2,237.40
740	4117	CN WOOD CO, INC HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17451	CONTRACTUAL--PARTS	DA 5130 481	1,982.32			1,982.32
741	825	COOK BROTHERS TRUCK PARTS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17450	CONTRACTUAL--PARTS	DA 5130 481	971.20			971.20
742	825	COOK BROTHERS TRUCK PARTS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS	DA 5130 481	326.67			326.67
743	2993	CREDIT BUREAU OF MONTICELLO, INC. GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUBSCRIPTIONS	A 1220 422	9.64			9.64
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUBSCRIPTIONS	A 1310 422	9.64			9.64

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
GENERAL FUND - TOWNWIDE			CONTRACUTAL--SUBSCRIPTIONS	A 1355 422		9.64		
GENERAL FUND - TOWNWIDE			CONTRACTUAL--SUBSCRIPTIONS	A 1410 422		9.64		
TOWN - OUTSIDE VILLAGE			CONTRACTUAL--SUBSCRIPTIONS	B 3620 422		9.64		
TOWN - OUTSIDE VILLAGE			CONTRACTUAL--SUBSCRIPTIONS	B 8020 422		9.65		
WATER AND SEWER OPERATIONAL FUND			CONTRACTUAL--SUBSCRIPTIONS	MO 8110 422		9.65		67.50
744	7206	DAVIS VISION INC						
GENERAL FUND - TOWNWIDE			Emp. Benefit	A 9060 8		228.25		228.25
745	7032	DELAWARE ENGINEERING, D.P.C.						
S. L. / BRISCOE CONSOLIDATED SEWER			Contractual	S2 8112 4		24,325.45		24,325.45
746	7032	DELAWARE ENGINEERING, D.P.C.						
GENERAL FUND - TOWNWIDE			EPA Grant	A 1987 41		52,806.00		
GENERAL FUND - TOWNWIDE			County Grant	A 1987 42		13,201.50		66,007.50
747	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND - TOWNWIDE			Emp. Benefit	A 9060 8		425.60		425.60
748	5298	EDWARD PORTER	17575					
GENERAL FUND - TOWNWIDE			CONTRACTUAL--MAJOR REPAIRS	A 1620 478		2,470.00		2,470.00
749	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--WATER/SEWER CHARG	A 5132 419		7.95		7.95
750	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--WATER/SEWER CHARG	A 1620 419		34.92		34.92
751	4069	KATHY DWORETSKY						
GENERAL FUND - TOWNWIDE			Equipment	A 7150 2		120.00		120.00
752	457	EASTERN ELECTRICAL CONTRACTING, INC	17413					
FERNDALE WATER DISTRICT			CONTRACTUAL--SUPPLIES	W2 8310 48		400.00		400.00
753	1454	E & B CONSTRUCTION	17457					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1			CONTRACTUAL--SUPPLIES	DB 5110 48		800.00		800.00
754	64	52 AUTO WORKS, INC						
WATER AND SEWER OPERATIONAL FUND			CONTRACTUAL--VEHICLE MAINTENAN	MO 8110 471		144.95		144.95
755	7042	FUSCO ENGINEERING & LAND SURVEYING						
TOWN - OUTSIDE VILLAGE			CONTRACT	B 3620 491		12,083.33		12,083.33
756	5119	GENIUS LOCI PLANNING						
TOWN - OUTSIDE VILLAGE			Comprehensive Plan Expense	B 8020 3		3,003.75		3,003.75
757	2615	HEALEY FORD LINCOLN	17459					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--PARTS	DA 5130 481		333.56		333.56
758	6102	HONESDALE CDJR	17441					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--PARTS	DA 5130 481		4,097.50		4,097.50
759	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

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
760	1301	INTER CITY TIRE	17460					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--PARTS	DA 5130 481		280.57		280.57
761	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
762	2700	JACOB BILLIG, ESQ						
TOWN - OUTSIDE VILLAGE			Contractual	B 1420 4		3,125.00		3,125.00
763	1474	KIMBALL-MIDWEST	17454					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 5130 48		1,737.47		1,737.47
764	1510	KRISTT CO.						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--COPIER	A 1620 427		502.80		502.80
765	1103	LIBERTY DINER						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--SUPPLIES	A 7020 48		52.76		52.76
766	970	LIBERTY FARM, HOME & PET						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--SUPPLIES	A 7110 48		15.50		15.50
767	1873	LOOMIS WATER DISTRICT						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--WATER/SEWER CHARG	A 5132 419		327.60		327.60
768	970	LIBERTY FARM, HOME & PET	17488					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--UNIFORM ALLOWANCEDA	5130 489		189.99		189.99
769	1499	MIRABITO ENERGY PRODUCTS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL--GAS	A 7110 441		702.69		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--GAS	DA 5142 441		1,613.67		
WATER AND SEWER OPERATIONAL FUND			CONTRACTUAL--GAS	MO 8110 441		1,422.82		3,739.18
770	2918	MSTS RECEIVABLES LLC	17445					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Equipment	DA 5130 2		389.99		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 5130 48		476.03		866.02
771	232	STATE OF NY DEPT. OF CIVIL SERVICE						
GENERAL FUND - TOWNWIDE			Emp. Benefit	A 9060 8		46,972.57		
TOWN - OUTSIDE VILLAGE			Empl. Benefit	B 9060 8		5,337.79		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Emp. Benefit	DA 9060 8		20,283.61		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1			Emp. Benefits	DB 9060 8		16,013.37		
WATER AND SEWER OPERATIONAL FUND			Emp. Benefits	MO 9060 8		18,148.49		106,755.83
772	7184	NORTH EAST PARTS GROUP, LLC	17458					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--PARTS	DA 5130 481		1,918.89		1,918.89
773	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 5130 48		209.06		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--PARTS	DA 5130 481		684.32		893.38
774	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--SUPPLIES	DA 5130 48		518.54		518.54
775	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			CONTRACTUAL--PARTS	DA 5130 481		475.44		475.44

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
776	3013	PARTNERS IN SAFETY, INC.						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9050 8		53.00		53.00
777	3013	PARTNERS IN SAFETY, INC.						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9050 8		46.50		46.50
778	3013	PARTNERS IN SAFETY, INC.						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9050 8		23.25		23.25
779	387	PETTY CASH						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SECURITY SERVICE		A 6772 432		18.75		18.75
780	1730	PITNEY BOWES BANK INC PURCHASE PWR						
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		578.43		578.43
781	4221	PITNEY BOWES BANK RESERVE ACCOUNT						
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		3,000.00		3,000.00
782	4107	PN FIRE & BURGLAR ALARM CO., INC..						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SECURITY SERVICE		A 1620 432		348.00		348.00
783	1969	PRESTIGE TOWING & RECOVERY	17463					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS		DA 5130 481		5,914.92		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--TOWING		DA 5130 482		3,337.50		9,252.42
784	1969	PRESTIGE TOWING & RECOVERY						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES		DA 5130 48		32.00		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--TOWING		DA 5130 482		300.00		332.00
785	8010	QUILL CORPORATION	17447					
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 48		559.91		559.91
786	8024	QUILL						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 1355 48		63.97		
GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES		A 7020 48		99.07		163.04
787	3307	RESNICK ENERGY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--DIESEL		A 7110 443		22.40		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--DIESEL		DA 5142 443		9,761.38		
WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--DIESEL		MO 8110 443		337.70		10,121.48
788	3307	RESNICK ENERGY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--OIL		A 1620 415		863.23		863.23
789	3307	RESNICK ENERGY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--OIL		A 5132 415		554.97		554.97
790	3152	RIEBER CARTING LLC	17455					
GENERAL FUND - TOWNWIDE		CONTRACTUAL--GARBAGE REMOVAL		A 5132 472		323.08		323.08
791	6028	ENDICOTT COMM INC						
WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--TELEPHONE		MO 8110 411		256.42		256.42
792	3152	RIEBER CARTING LLC						
S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--GARBAGE REMOVAL		S2 8110 472		323.08		323.08

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
793	160	SCHMIDTS WHOLESALE, INC. HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17446	CONTRACTUAL--PIPE	DA 5120 481	2,530.98		2,530.98
794	160	SCHMIDTS WHOLESALE, INC. STEVENSVILLE WATER DISTRICT	17421	CONTRACTUAL--SUPPLIES	W3 8310 48	977.44		977.44
795	160	SCHMIDTS WHOLESALE, INC. WATER AND SEWER OPERATIONAL FUND	17407	CONTRACTUAL--SUPPLIES	MO 8110 48	230.00		230.00
796	160	SCHMIDTS WHOLESALE, INC. STEVENSVILLE WATER DISTRICT	17387	CONTRACTUAL--METERS/PARTS	W3 8310 482	44.30		44.30
797	160	SCHMIDTS WHOLESALE, INC. STEVENSVILLE WATER DISTRICT	17387	CONTRACTUAL--METERS/PARTS	W3 8310 482	132.91		132.91
798	160	SCHMIDTS WHOLESALE, INC. FERNDALE WATER DISTRICT		CONTRACTUAL--SUPPLIES	W2 8310 48	117.68		117.68
799	160	SCHMIDTS WHOLESALE, INC. HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PIPE	DA 5120 481	60.06		60.06
800	292	SENTRY ALARMS WATER AND SEWER OPERATIONAL FUND	17412	CONTRACTUAL--TELEPHONE	MO 8110 411	250.00		250.00
801	8086	STANDARD LIFE INSURANCE COMP OF NY GENERAL FUND - TOWNWIDE TOWN - OUTSIDE VILLAGE HIGHWAY FUND - TOWNWIDE - HWY 3 & 4 HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1 WATER AND SEWER OPERATIONAL FUND		Emp. Benefit Empl. Benefit Emp. Benefit Emp. Benefits Emp. Benefits	A 9060 8 B 9060 8 DA 9060 8 DE 9060 8 MO 9060 8	460.50 52.33 198.85 156.99 177.93		1,046.60
802	1525	SNAP ON TOOLS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES	DA 5130 48	82.50		82.50
803	1251	STAPLES ADVANTAGE WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--SUPPLIES	MO 8110 48	88.28		88.28
804	1251	STAPLES ADVANTAGE GENERAL FUND - TOWNWIDE		CONTRACTUAL--OFFICE SUPPLIES	A 1110 48	31.49		31.49
805	1360	STARK TECH SERVICES LLC STEVENSVILLE WATER DISTRICT	17411	CONTRACTUAL--SUPPLIES	W3 8311 48	457.50		457.50
806	1729	SULLIVAN COUNTY TREASURER GENERAL FUND - TOWNWIDE		CONTRACTUAL	A 1220 4	25.50		25.50
807	1729	SULLIVAN COUNTY TREASURER GENERAL FUND - TOWNWIDE		CONTRACTUAL--GARBAGE REMOVAL	A 1620 472	63.00		63.00
808	758	TOWN OF LIBERTY GENERAL FUND - TOWNWIDE		CONTRACTUAL--PHOTO COPIES	A 1220 427	155.00		155.00
809	461	TOWN OF LIBERTY WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--POSTAGE	MO 8110 481	139.12		139.12

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
810	1000	TRACEY RD. EQUIPMENT, INC.	17462					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--PARTS	DA 5130 481	487.49		
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		CONTRACTUAL--SUPPLIES	DB 5110 48	8,376.93		8,864.42
811	453	TRACTOR SUPPLY BUSINESS ACCOUNT						
		S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--SUPPLIES	S2 8110 48	44.99		44.99
812	420	TRADING POST - LIBERTY	17419					
		LOOMIS SEWER DISTRICT		CONTRACTUAL--SUPPLIES	S1 8110 48	179.99		
		S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--SUPPLIES	S2 8110 48	123.63		303.62
813	420	TRADING POST - LIBERTY						
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES	A 1620 48	3.59		
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES	A 7110 48	122.11		125.70
814	420	TRADING POST - LIBERTY						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		CONTRACTUAL--SUPPLIES	DA 5130 48	281.36		
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		CONTRACTUAL--SUPPLIES	DB 5110 48	60.98		342.34
815	420	TRADING POST - LIBERTY						
		WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--SUPPLIES	MO 8110 48	74.89		74.89
816	420	TRADING POST - LIBERTY						
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--SUPPLIES	A 7110 48	118.25		118.25
817	8123	HD SUPPLY, INC	17402					
		STEVENSVILLE WATER DISTRICT		CONTRACTUAL--SUPPLIES	W3 8310 48	425.91		425.91
818	8123	HD SUPPLY, INC						
		S. L. / BRISCOE CONSOLIDATED SEWER		CONTRACTUAL--SUPPLIES	S2 8110 48	108.15		
		FERNDALE WATER DISTRICT		CONTRACTUAL--SUPPLIES	W2 8310 48	85.20		193.35
819	1941	WEX BANK						
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--GAS	A 1220 441	37.78		37.78
820	7055	WOODARD'S CONCRETE PRODUCTS	17439					
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		CONTRACTUAL--SUPPLIES	DB 5110 48	3,357.90		3,357.90
821	340	W.W. GRAINGER, INC						
		WATER AND SEWER OPERATIONAL FUND		CONTRACTUAL--SUPPLIES	MO 8110 48	71.76		71.76
822	246	JOSEPH NEBZYDOSKI, VMD						
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--VET BILLS	A 3510 482	2,378.00		2,378.00
823	1609	KENNETH KLEIN						
		GENERAL FUND - TOWNWIDE		Contractual	A 1420 4	5,500.00		5,500.00
824	2607	DOWSER WATER						
		GENERAL FUND - TOWNWIDE		CONTRACTUAL--WATER/SEWER CHARG	A 1620 419	26.97		26.97
								439,342.95 **

	ACCOUNT	ENC	AMOUNT
GENERAL FUND - TOWNWIDE			
Pers. Ser.	A 1010	1	1,455.92
Contractual	A 1010	4	16.99
Per. Ser.	A 1110	1	9,879.71
CONTRACTUAL--TELEPHONE	A 1110	411	127.40
CONTRACTUAL--OFFICE SUPPLIES	A 1110	48	31.49
Per. Ser.	A 1220	1	5,314.29
CONTRACTUAL	A 1220	4	25.50
CONTRACTUAL--TELEPHONE	A 1220	411	32.20
CONTRACTUAL--SUBSCRIPTIONS	A 1220	422	9.64
CONTRACTUAL--SOFTWARE	A 1220	425	24.83
CONTRACTUAL--PHOTO COPIES	A 1220	427	155.00
CONTRACTUAL--GAS	A 1220	441	37.78
Per. Ser.	A 1310	1	3,398.58
CONTRACTUAL-TELEPHONE	A 1310	411	31.85
CONTRACTUAL--SUBSCRIPTIONS	A 1310	422	9.64
CONTRACTUAL-TELEPHONE	A 1330	411	16.10
Per. Ser.	A 1355	1	3,305.70
CONTRACTUAL--UTILITIES	A 1355	41	101.68
CONTRACTUAL--TELEPHONE	A 1355	411	31.85
CONTRACTUAL--SUBSCRIPTIONS	A 1355	422	9.64
CONTRACTUAL--SUPPLIES	A 1355	48	63.97
APPRAISALS	A 1355	49	4,160.00
Contractual	A 1357	4	149.59
Per. Ser.	A 1410	1	4,780.96
CONTRACTUAL--TELPEHONE	A 1410	411	31.85
CONTRACTUAL--SUBSCRIPTIONS	A 1410	422	528.65
CONTRACTUAL--SUPPLIES	A 1410	48	240.55
Contractual	A 1420	4	5,500.00
Contractual	A 1480	4	58.90
CONTRACTUAL--TELEPHONE	A 1620	411	619.07
CONTRACTUAL--OIL	A 1620	415	863.23
CONTRACTUAL--INTERNET	A 1620	417	110.00
CONTRACTUAL--WATER/SEWER CHARG	A 1620	419	61.89
CONTRACTUAL--COPIER	A 1620	427	502.80
CONTRACTUAL--SECURITY SERVICE	A 1620	432	348.00
CONTRACTUAL--GARBAGE REMOVAL	A 1620	472	63.00
CONTRACTUAL--PEST CONTROL	A 1620	473	105.00
CONTRACTUAL--JANITORIAL	A 1620	475	3,626.55
CONTRACTUAL--MAJOR REPAIRS	A 1620	478	2,470.00
CONTRACTUAL--SUPPLIES	A 1620	48	388.52
Contractual	A 1670	4	3,578.43
LEGAL NOTICES	A 1670	41	1,050.60
CONTRACTUAL--TELPEPHONE	A 1680	411	16.10
CONTRACTUAL--APPLIED LOGIC	A 1680	422	183.60
EPA Grant	A 1987	41	52,806.00
County Grant	A 1987	42	13,201.50
Per. Ser.	A 3510	1	1,815.87
CONTRACTUAL--VET BILLS	A 3510	482	2,378.00
Per. Ser.	A 5010	1	5,100.73
CONTRACTUAL--CELL PHONE	A 5010	414	31.24
CONTRACTUAL--TELEPHONE	A 5132	411	100.08
CONTRACTUAL--ELECTRIC	A 5132	412	830.96
CONTRACTUAL--CABLE	A 5132	413	46.81
CONTRACTUAL--OIL	A 5132	415	554.97
CONTRACTUAL--INTERNET	A 5132	417	149.26

	ACCOUNT	ENC	AMOUNT	
GENERAL FUND - TOWNWIDE				
CONTRACTUAL--WATER/SEWER CHARG	A 5132	419	335.55	
CONTRACTUAL--GARBAGE REMOVAL	A 5132	472	323.08	
CONTRACTUAL--PEST CONTROL	A 5132	473	50.00	
CONTRACTUAL--JANITORIAL	A 5132	475	282.59	
CONTRACTUAL	A 5132	48	559.91	
CONTRACTUAL--ELECTRIC	A 5182	412	1,204.83	
CONTRACTUAL--TELEPHONE	A 6772	411	24.73	
CONTRACTUAL--SECURITY SERVICE	A 6772	432	18.75	
Per. Ser.	A 7020	1	4,382.57	
CONTRACTUAL--TELPEPHONE	A 7020	411	76.76	
CONTRACTUAL--SUPPLIES	A 7020	48	151.83	
Per. Ser.	A 7110	1	3,956.20	
CONTRACTUAL--ELECTRIC	A 7110	412	125.81	
CONTRACTUAL--GAS	A 7110	441	702.69	
CONTRACTUAL--DIESEL	A 7110	443	22.40	
CONTRACTUAL--VEHICLE MAINTENAN	A 7110	471	24.98	
CONTRACTUAL--GARBAGE REMOVAL	A 7110	472	110.00	
CONTRACTUAL--SUPPLIES	A 7110	48	807.87	
CONTRACTUAL--ELECTRIC	A 7111	412	51.71	
Equipment	A 7150	2	120.00	
CONTRACTUAL--ELECTRIC	A 7150	412	125.44	
CONTRACTUAL--SUPPLIES	A 7150	48	30.60	
Day Camp Personal Services	A 7312	1	861.46	
CONTRACTUAL--SUPPLIES	A 7312	48	14.55	
Emp. Benefit	A 9030	8	3,307.28	
Emp. Benefit	A 9050	8	122.75	
Emp. Benefit	A 9060	8	50,595.92	
				198,922.73 *
				198,922.73 **
TOWN - OUTSIDE VILLAGE				
Contractual	B 1420	4	3,965.00	
Per. Ser.	B 3620	1	4,199.47	
Equipment	B 3620	2	1,101.08	
CONTRACTUAL--TELEPHONE	B 3620	411	47.95	
CONTRACTUAL--SUBSCRIPTIONS	B 3620	422	9.64	
CONTRACTUAL--SUPPLIES	B 3620	48	46.98	
CONTRACT	B 3620	491	12,083.33	
Per. Ser.	B 8020	1	375.00	
Comprehensive Plan Expense	B 8020	3	3,003.75	
CONTRACTUAL--SUBSCRIPTIONS	B 8020	422	9.65	
Emp. Benefit	B 9030	8	347.72	
Empl. Benefit	B 9060	8	5,390.12	
				30,579.69 *
				30,579.69 **
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				
CONTRACTUAL--PIPE	DA 5120	481	2,591.04	
Per. Ser.	DA 5130	1	2,264.00	
Equipment	DA 5130	2	389.99	
CONTRACTUAL--SUPPLIES	DA 5130	48	4,128.83	
CONTRACTUAL--PARTS	DA 5130	481	21,956.85	
CONTRACTUAL--TOWING	DA 5130	482	3,637.50	
CONTRACTUAL--UNIFORM ALLOWANCE	DA 5130	489	189.99	
CONTRACTUAL--GAS	DA 5142	441	1,613.67	

	ACCOUNT	ENC	AMOUNT	
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				
CONTRACTUAL--DIESEL	DA 5142	443	9,761.38	
CONTRACTUAL--SUPPLIES	DA 5142	48	2,237.40	
Emp. Benefits	DA 9030	8	173.19	
Emp. Benefit	DA 9060	8	20,482.46	
				69,426.30 *
				69,426.30 **
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1				
Per. Ser.	DB 5110	1	28,150.10	
CONTRACTUAL--SUPPLIES	DB 5110	48	12,595.81	
CONTRACTUAL--STONE	DB 5110	482	435.40	
Emp. Benefits	DB 9030	8	2,091.66	
Emp. Benefits	DB 9060	8	16,170.36	
				59,443.33 *
				59,443.33 **
FERNDALE LIGHT DISTRICT				
CONTRACTUAL--ELECTRIC	L1 5182	412	403.21	
				403.21 *
				403.21 **
SWAN LAKE LIGHT DISTRICT				
CONTRACTUAL--ELECTRIC	L2 5182	412	1,139.66	
				1,139.66 *
				1,139.66 **
W.S.S. LIGHT DISTRICT				
CONTRACTUAL--ELECTRIC	L3 5182	412	481.58	
				481.58 *
				481.58 **
PARKSVILLE LIGHT DISTRICT				
CONTRACTUAL--ELECTRIC	L4 5182	412	388.72	
				388.72 *
				388.72 **
LOCH SHELDRAKE ROAD LIGHT DISTRICT				
CONTRACTUAL--ELECTRIC	L5 5182	412	394.47	
				394.47 *
				394.47 **
WATER AND SEWER OPERATIONAL FUND				
Per. Ser.	MO 8110	1	21,054.35	
CONTRACTUAL--TELEPHONE	MO 8110	411	543.65	
CONTRACTUAL--SUBSCRIPTIONS	MO 8110	422	9.65	
CONTRACTUAL--GAS	MO 8110	441	1,422.82	
CONTRACTUAL--DIESEL	MO 8110	443	337.70	
CONTRACTUAL--VEHICLE MAINTENAN	MO 8110	471	204.93	
CONTRACTUAL--WATER SAMPLES	MO 8110	477	267.00	
CONTRACTUAL--SUPPLIES	MO 8110	48	464.93	
CONTRACTUAL--POSTAGE	MO 8110	481	139.12	
Emp. Benefits	MO 9030	8	1,588.59	
Emp. Benefits	MO 9060	8	18,326.42	
				44,359.16 *
				44,359.16 **

	ACCOUNT	ENC	AMOUNT	
LOOMIS SEWER DISTRICT				
CONTRACTUAL--LAB TESTING	S1 8110 477		332.00	
CONTRACTUAL--SUPPLIES	S1 8110 48		179.99	
				511.99 *
				511.99 **
S. L. / BRISCOE CONSOLIDATED SEWER				
CONTRACTUAL--TELEPHONE	S2 8110 411		1.80	
CONTRACTUAL--ELECTRIC	S2 8110 412		1,555.77	
CONTRACTUAL--SODIUM ALUMINATE	S2 8110 465		2,654.00	
CONTRACTUAL--GARBAGE REMOVAL	S2 8110 472		323.08	
CONTRACTUAL--LAB TESTING	S2 8110 477		411.00	
CONTRACTUAL--SUPPLIES	S2 8110 48		276.77	
Contractual	S2 8112 4		24,325.45	
				29,547.87 *
				29,547.87 **
YOUNGSHILL SEWER DISTRICT				
CONTRACTUAL--SOFTWARE	S4 8110 425		43.38	
				43.38 *
				43.38 **
INFIRMARY ROAD SEWER DISTRICT				
CONTRACTUAL--ELECTRIC	S7 8110 412		289.43	
				289.43 *
				289.43 **
FERNDALE WATER DISTRICT				
CONTRACTUAL--SUPPLIES	W2 8310 48		602.88	
				602.88 *
				602.88 **
STEVENSVILLE WATER DISTRICT				
CONTRACTUAL--TELEPHONE	W3 8310 411		147.37	
CONTRACTUAL--ELECTRIC	W3 8310 412		579.74	
CONTRACTUAL--SUPPLIES	W3 8310 48		1,403.35	
CONTRACTUAL--METERS/PARTS	W3 8310 482		177.21	
CONTRACTUAL--SUPPLIES	W3 8311 48		457.50	
				2,765.17 *
				2,765.17 **
W.S.S. WATER DISTRICT				
CONTRACTUAL--SOFTWARE	W4 8310 425		43.38	
				43.38 *
				43.38 **
				439,342.95 ***

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#
662	7023	DELTA DENTAL OF NEW YORK		299.5026041700	
663	110	NYSE&G		1,305.76	67382
664	110	NYSE&G		392.88	67382
665	110	NYSE&G		924.16	67382
666	110	NYSE&G		368.05	67382
667	130	VERIZON		294.75	67383
668	6035	EMPIRE STATE DEVELOPMENT		6,729.37	67470
669	7023	DELTA DENTAL OF NEW YORK		435.0026042400	
670	380	PAYROLL ACCOUNT		97,701.3826042200	
671	1227	FIRST NATL. BANK OF JEFFERSONVILLE		7,308.3126042201	
672	3038	CONSTELLATION ENERGY SVC OF NY		821.27	67475
673	3038	CONSTELLATION ENERGY SVC OF NY		1,124.75	67475
674	3038	CONSTELLATION ENERGY SVC OF NY		130.60	67475
675	5404	CHARTER COMMUNICATIONS		119.99	67476
676	8111	CHARTER COMMUNICATIONS		119.99	67477
677	1096	CHARTER COMMUNICATIONS		194.04	67474
678	110	NYSE&G		523.15	67471
679	110	NYSE&G		5,970.22	67471
680	110	NYSE&G		1,297.11	67471
681	130	VERIZON		890.17	67472
682	658	VERIZON WIRELESS		37.99	67473
683	658	VERIZON WIRELESS		331.62	67473
684	658	VERIZON WIRELESS		68.88	67473
685	658	VERIZON WIRELESS		77.60	67473
				127,466.54	**

POST AUDIT ACCEPTED/APPROVED THIS _____ day of _____,

CLAIMS FROM #: _____ TO #: _____ TOTALING : _____

SUPERVISOR

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
93	1770	EMPLOYEES OF THE TOWN OF LIBERTY DATE: 4/08/26	TP 10	69,817.79	26040802	69,817.79
94	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 4/08/26	TP 10	23,761.05	26040803	23,761.05
95	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 4/08/26	TP 10	10,243.98	26040804	10,243.98
96	758	TOWN OF LIBERTY DATE: 4/08/26	TP 10	857.93	69958	857.93
97	758	TOWN OF LIBERTY DATE: 4/08/26	TP 10	778.08	69957	778.08
98	758	TOWN OF LIBERTY DATE: 4/08/26	TP 10	311.18	69956	311.18
99	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 4/08/26	TP 10	707.36	69959	707.36
100	1920	N.Y.S. INCOME TAX BUREAU DATE: 4/08/26	TW 21	4,095.08	26040805	4,095.08
101	310	USCM/ NORTHEAST DATE: 4/08/26	TW 28	2,344.25	26040806	2,344.25
102	8889	US DEPARTMENT OF TREASURY DATE: 4/08/26	TW 23	347.17	2467	347.17
103	703	STATE COMPTROLLER DATE: 4/08/26	A 690	29,919.00	3209	29,919.00
104	4042	VILLAGE OF LIBERTY DATE: 4/08/26	A 690	315.00	3210	315.00
105	1770	EMPLOYEES OF THE TOWN OF LIBERTY DATE: 4/22/26	TP 10	68,970.18	26042202	68,970.18
106	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 4/22/26	TP 10	23,451.90	26042203	23,451.90
107	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 4/22/26	TP 10	10,007.44	26042204	10,007.44
108	1920	N.Y.S. INCOME TAX BUREAU DATE: 4/22/26	TW 21	4,143.58	26042205	4,143.58
109	310	USCM/ NORTHEAST DATE: 4/22/26	TW 28	2,259.30	26042206	2,259.30
110	758	TOWN OF LIBERTY DATE: 4/22/26	TP 10	783.55	70009	783.55
111	758	TOWN OF LIBERTY DATE: 4/22/26	TP 10	778.08	70010	778.08

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
112	758	TOWN OF LIBERTY DATE: 4/22/26	TP 10	311.18	70011	311.18
113	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 4/22/26	TP 10	707.36	70012	707.36
114	8889	US DEPARTMENT OF TREASURY DATE: 4/22/26	TW 23	339.60	70013	339.60
115	578	AFLAC NEW YORK DATE: 4/24/26	TW 29	1,198.10	26042401	1,198.10
116	2505	LUCAS ROTH DATE: 4/28/26	TW 18	8.97	2468	8.97
117	7418	BRYCE ROGERSON DATE: 4/28/26	TW 18	67.32	2469	67.32
118	3198	JOSHUA MOORE DATE: 4/28/26	TW 18	22.44	2470	22.44
119	7036	MATTHEW DEWITT DATE: 4/28/26	TW 18	78.47	2471	78.47
120	1910	N.Y.STATE & LOCAL RETIREMENT SYSTEM DATE: 4/28/26	TW 18	5,347.14	26042802	5,347.14
						261,972.48 **

ACCEPTED/APPROVED THIS _____ DAY OF _____,

CLAIMS FROM # _____ TO # _____ TOTALING: \$ _____

 SUPERVISOR

 COUNCILPERSON

 COUNCILPERSON

 COUNCILPERSON

 COUNCILPERSON

	ACCOUNT	AMOUNT	
GENERAL FUND - TOWNWIDE			
Clearing Account	A 690	30,234.00	30,234.00 *
			30,234.00 **
PAYROLL ACCOUNT			
Payroll	TP 10	211,487.06	211,487.06 *
			211,487.06 **
PAYROLL WITHHOLDING			
Retirement	TW 18	5,524.34	
N.Y.S. Income Tax	TW 21	8,238.66	
Income Executions - Garnashee	TW 23	686.77	
PEBSO - Deferred Compensation	TW 28	4,603.55	
AFLAC Contributions	TW 29	1,198.10	
			20,251.42 *
			20,251.42 **
			261,972.48 ***

Account#	Account Description	Fee Description	Qty	Local Share
A 2590	Highway Fees	Road Access Permit	1	250.00
		Sub-Total:		\$250.00
A1255	Marriage License	Marriage License Fee	1	17.50
	Permits	Junk Yard	2	500.00
		Peddlers License	1	100.00
	TOWN CLERK	EZ Pass	7	175.00
		Marriage Certificate	5	50.00
		Misc	4	8.00
		Notary Fees	31	62.00
		Sub-Total:		\$912.50
A1620.4	Central Printing & Mailing	Photo Copies	22	5.50
		Sub-Total:		\$5.50
A1670.4	Building Fees	Certified Mailings	22	229.68
		Legal Notice Publication	1	56.38
		Sub-Total:		\$286.06
A2544	Dog Licensing	Female, Spayed	4	36.00
		Female, Unspayed	1	12.50
		Male, Neutered	7	63.00
		Male, Unneutered	5	62.50
		Replacement Tags	1	5.00
	SENIOR	SENIOR	2	-10.00
		Sub-Total:		\$169.00
A2545	Dog	Boarding Fees	2	50.00
		Redeemed Dog	2	150.00
		Sub-Total:		\$200.00
A3510.4	Dog	Reimbursement Of Expenses	2	50.00
		Sub-Total:		\$50.00
B2115	Building Fees	Lot Improvements	1	400.00
		Special Use	1	300.00
		Sub-Total:		\$700.00
B2770	Building Fees	Building Permit	44	41,947.40
		Commercial Establishment Inspections	1	75.00
		Municipal Search	18	1,800.00
		Other	1	5.00
		Sub-Total:		\$43,827.40

<u>Account#</u>	<u>Account Description</u>	<u>Fee Description</u>	<u>Qty</u>	<u>Local Share</u>
			Total Local Shares Remitted:	\$46,400.46
Amount paid to:	Ny State Dept. Of Health			22.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			29.00
Total State, County & Local Revenues:		\$46,451.96	Total Non-Local Revenues:	\$51.50

To the Supervisor:

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

_____	_____	_____	_____
Supervisor	Date	Town Clerk	Date

EXPENSE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	P.O. BALANCE	UNENCUMBERED UNEX. BALANCE
GENERAL FUND - TOWNWIDE	3,529,681.02	310,093.23	1,172,569.25	917,159.55	1,439,952.22
TOWN - OUTSIDE VILLAGE	603,993.00	53,918.16	154,254.39	.00	449,738.61
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,838,240.00	177,294.30	798,354.04	4,252.57	1,035,633.39
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,386,396.00	81,268.83	148,119.79	1,298.03	1,236,978.18
HIGHWAY CHIPS FUND	723,000.00	.00	.00	.00	723,000.00
WATER AND SEWER OPERATIONAL FUND	1,098,720.00	113,403.59	356,602.82	3,181.79	738,935.39
TOTAL SEWER DISTRICTS	1,029,557.00	37,225.99	270,919.06	4,762.43	753,875.51
TOTAL WATER DISTRICTS	1,613,903.74	25,633.12	384,080.52	8,156.31	1,221,666.91
GRAND TOTALS.....	11,823,490.76	798,837.22	3,284,899.87	938,810.68	7,599,780.21

REVENUE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT RECEIPTS	Y-T-D RECEIPTS	UNCOLLECTED BALANCE
GENERAL FUND - TOWNWIDE	3,129,681.02	122,944.18	2,485,317.16	644,363.86
TOWN - OUTSIDE VILLAGE	581,993.00	61,971.01	241,337.35	340,655.65
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,713,240.00	18,319.63	1,695,381.02	17,858.98
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,301,396.00	2,557.99	1,283,953.99	17,442.01
HIGHWAY CHIPS FUND	723,000.00	.00	.00	723,000.00
WATER AND SEWER OPERATIONAL FUND	1,098,720.00	.00	231,252.00	867,468.00
TOTAL SEWER DISTRICTS	931,057.00	20,149.64	774,069.79	156,987.21
PRESIDENTIAL EST. - SEWER EASE RESERVE	.00	.00	.00	.00
TOTAL WATER DISTRICTS	1,497,903.74	21,022.19	612,411.97	885,491.77
GRAND TOTALS.....	10,976,990.76	246,964.64	7,323,723.28	3,653,267.48



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

Name	Bank	Account #	Current Total
General Fund	Key Bank	*183	\$ 863,795.68
Highway Fund	Key Bank	*191	\$ 494,035.78
Capital Reserve Fund	TD Banknorth	*521	\$ 85,195.06
Capital Reserve Fund	Wayne Bank	*701	\$ 78,608.79
Street Light Districts	CHB	*555	\$ 12,941.77
Water and Sewer Fund	Key Bank	*205	\$ 451,531.05
Trust and Agency	Key Bank	*744	\$ 343,320.50
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	\$ -
		TOTAL:	\$ 2,329,428.63

Key Bank Treasury Bills:			\$ 15,105,957.92
Catskill Hudson Bank CD			-
Jeff Bank CD			\$ -
TD Banknorth CD			\$ 229,300.18
		TOTAL CD:	\$ 15,335,258.10

BID OPENING- Trailer-Mounted Belt Press Rental

Date: March 27, 2026

Time: 3:00 p.m.

Location: Town Clerk’s Office, 120 North Main Street, Liberty, NY

PRESENT:

BID OPENING

Bids were received and opened for the Trailer-Mounted Belt Press Rental in accordance with the legal notice.

BIDDER

MSD Environmental Services, Inc.

1000 US 127

South Eaton, OH 45320

Date Submitted: March 24, 2026



Town of Liberty
Request for Bids for Trailer Mounted Belt Press Rental

Last Revised 03/23/26

Itemized Bid Sheet

For 2026 Services

Items/Description	Quantity	Units	Unit Price	Total Price
Press Mobilization/demobilization:	1	Lump Sum	5,500	NA
Conveyor Mobilization/demobilization:	1	Lump Sum	5,500	NA
Startup Assistance and Training	1	Lump Sum	4,000	NA
Trailer Mounted Belt Press Rental:	1	\$ per month	22,000	NA
Total Not to Exceed Price (in figures):	NA	NA	NA	NA

Additional Services for Town Consideration

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

For 2027 Services - Budget Price - Confirm in 2027

Items/Description	Quantity	Units	Unit Price	Total Price
Press Mobilization/demobilization:	1	Lump Sum	5,500	NA
Conveyor Mobilization/demobilization:	1	Lump Sum	5,500	NA
Startup Assistance and Training	1	Lump Sum	4,000	NA
Trailer Mounted Belt Press Rental:	1	\$ per month	22,000	NA
Total Not to Exceed Price (in figures):	NA	NA	NA	NA

BID SUBMITTED BY: MSD ENVIRONMENTAL S US, INC
(Name of Company)

Date Submitted: 3/24/2026

2026 SERVICES

Press Mobilization/Demobilization: \$5,500 (Lump Sum)

Conveyor Mobilization/Demobilization: \$5,500 (Lump Sum)

Startup Assistance and Training: \$4,000 (Lump Sum)

Trailer-Mounted Belt Press Rental: \$22,000 per month

ADDITIONAL SERVICES (IF REQUIRED)

Additional Startup Assistance and Training: \$3,000 per day

Trailer-Mounted Belt Press Rental: \$6,500 per week

2027 BUDGET PRICING (FOR REFERENCE)

Press Mobilization/Demobilization: \$5,500

Conveyor Mobilization/Demobilization: \$5,500

Startup Assistance and Training: \$4,000

Monthly Rental: \$22,000

NOTES

One (1) bid was received.

The bid opening was adjourned at 3:05 p.m.

Respectfully submitted,

Laurie Dutcher, Town Clerk

TOWN BOARD EMERGENCY MEETING MINUTES

120 North Main Street, Liberty, NY

April 6, 2026

3:00 P.M.

PRESENT: Supervisor Frank DeMayo, Councilmember Dean Farrand, Councilmember Vincent McPhillips, Councilmember Sherri Kavleski, Town Clerk Laurie Dutcher

ABSENT: Councilmember Bruce Davidson, Attorney Kenneth Klein.

CALL TO ORDER

The meeting was called to order by Supervisor DeMayo at 3:00 p.m., followed by the Pledge of Allegiance.

NEW BUSINESS

99-26 APPOINTMENT OF DONNA WAINMAN AS ACTING ASSESSOR

Motion to appoint Donna Wainman as the Town of Liberty Acting Assessor.

Motion by: Councilmember Dean Farrand

Second by: Supervisor Frank DeMayo

NO: Vincent McPhillips

3 Ayes CARRIED

ADJOURNMENT

Motion to adjourn the meeting at 3:10 p.m.

Motion by Councilmember Vincent McPhillips

Second by Supervisor Frank DeMayo

4 Ayes CARRIED

TOWN OF LIBERTY – TOWN BOARD MEETING MINUTES

Date: April 20, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, Liberty, NY

PRESENT:

Supervisor Frank DeMayo, Councilmember Dean Farrand, Councilmember Sherri Kavleski, Councilmember Vincent McPhillips, Councilmember Bruce Davidson, Town Clerk Laurie Dutcher, Town Attorney Kenneth Klein, Finance Director Cheryl Gerow, and Confidential Secretary Nick Rusin.

CALL TO ORDER

Supervisor Frank DeMayo opened the meeting at 6:30 p.m. with the Pledge to the Flag.

2025 AUDIT PRESENTATION BY ANDREW ARIAS

Andrew Arias provided an overview of the town's financial performance and fund balances. He reported that the town exceeded its budget projections across multiple funds, resulting in an increase of approximately \$12,000 in the general fund and \$19,000 in the general B fund. The town's overall financial position was described as strong, with robust reserves and fund balances; however, the state controller may eventually review the high fund balances. The audit identified no significant internal control or compliance issues; only minor verbal comments were made regarding sewer billings.

INSURANCE RENEWAL PRESENTATION BY DILLON FONTAINE & JACK BELLER

Dillon Fontaine and Jack Bella from Marshall & Sterling presented the annual insurance renewal results to the board. They reported that NYMIR remained competitive with a 4% overall increase, though auto insurance saw the largest increase due to rising physical damage costs and inflationary building material costs, resulting in a \$1.2 million increase in property insurance. The team discussed potential strategies, including higher deductibles with reserved funding, and emphasized the importance of proactive claims management and safety measures to maintain favorable insurance rates.

The discussion focused on telematics and its benefits for municipal vehicle fleets. They explained that telematics systems can help reduce insurance claims by providing clear evidence of accidents, though they won't prevent claims where the municipality's vehicles are at fault. He recommended implementing telematics alongside safety policies and driver incentive programs, suggesting a \$50 gift for the best driver performance as an effective approach. Mr. Beller also introduced a potential partnership with Thrive, a company offering IT and related services, which could provide telematic systems at a 15%-20% discount through their preferred partnership.

100-26 APPROVAL OF CORRESPONDENCE

Motion to accept the incoming and outgoing correspondence.

Motion by: Councilmember Dean Farrand
Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

101-26 APPROVAL OF AUDIT

Motion to approve the following audits:

- April 2026 Abstract Claims #495–661 totaling \$686,703.57
- March 2026 Post Audit Claims #466–494 totaling \$173,997.98
- March 2026 General Ledger Abstract Claims #70-92 totaling \$282,713.24

Motion by: Councilmember Bruce Davidson
Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

102-26 APPROVAL OF MONTHLY REPORTS

Motion approving the following reports:

- Town Clerk's Report (March 2026)
- Tax Collector's Report (March 2026)
- Tax Collector's Report (January 1, 2026 – April 16, 2026)
- Revenue & Expense Summary (March 2026)
- Supervisor's Report (March 2026)

Motion by: Councilmember Dean Farrand
Second by: Councilmember Bruce Davidson
5 Ayes CARRIED

103-26 APPROVAL OF MINUTES

Motion accepting the following minutes as submitted by the Town Clerk:

- March 16, 2026 Regular Monthly Mtg.
- April 16, 2026 Stone bid

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Sherri Kavleski

5 Ayes CARRIED

104-26 ACCEPT RESIGNATION – ROBIN QUICK

Motion accepting the resignation of Robin Quick as Assessor effective April 1, 2026.

Motion by: Councilmember Dean Farrand

Second by: Councilmember Sherri Kavleski

5 Ayes CARRIED

105-26 APPROVE GENERAL LIABILITY INSURANCE RENEWAL

Motion approving the Town’s general liability insurance renewal.

Motion by: Councilmember Dean Farrand

Second by: Councilmember Sherri Kavleski

5 Ayes CARRIED

106-26 CANCEL CONTRACT – GREAT OUTDOOR SIGN

Motion to cancel the contract with Great Outdoor for the “Welcome to Liberty” sign on Route 52.

Motion by: Councilmember Bruce Davidson

Second by: Councilmember Sherri Kavleski

5 Ayes CARRIED

107-26 ACKNOWLEDGEMENT OF COURT AUDIT 2025

WHEREAS, Section 2019-a of the New York State Uniform Justice Court Act requires that the records and dockets of the Justice Court be examined and/or audited at least once each year; and

WHEREAS, the Town Board of the Town of Liberty has caused such required examination and/or audit to be conducted on the Justice Court records for the **year 2025**;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Liberty does hereby acknowledge that the required examination and/or audit was

conducted on the Justice Court records for the year **2025**, in compliance with New York State law; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to forward a certified copy of this resolution, together with any required documentation, to the New York State Unified Court System.

Motion: Councilmember Dean Farrand
Second: Supervisor Frank DeMayo
5 AYES CARRIED

108-26 AWARD STONE BID

WHEREAS, the Town of Liberty Highway Department requires stone and related aggregate materials for the maintenance and repair of Town highways; and

WHEREAS, the Town of Liberty duly advertised for sealed bids for the supply of stone materials in accordance with Town policy and applicable law, with bids due by **April 16, 2026, at 11:00 a.m.**; and

WHEREAS, the bid specifications require that all stone conform to **Sullivan County Department of Public Works and New York State Department of Transportation specifications** and be subject to inspection by the Highway Superintendent; and

WHEREAS, the bid period is for **May 7, 2026, through May 6, 2027**, and award of the bid permits other municipalities within Sullivan County to make purchases off this bid; and

WHEREAS, the bid allows the Town Board to award the contract to the most advantageous bidder based on quality and price, to waive informalities, and to reject any and all bids if deemed in the best interest of the Town; and

WHEREAS, the Town Board has reviewed the bids received and the recommendation of the Highway Superintendent;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Liberty hereby awards the **Stone Bid** for the period **May 7, 2026, through May 6, 2027**, to the **lowest responsible bidder** for the items bid, in accordance with the bid specifications on file in the Town Clerk's Office; and

BE IT FURTHER RESOLVED, that this award allows other municipalities within Sullivan County to purchase stone materials off this bid pursuant to the bid terms.

Stone Bid 4/16/25 Town Clerk's Office, 120 North Main Street, Liberty, NY

STONE BID 4/16/26	Callanan Industries, Inc. PO Box 15097 Albany, NY 12212		Aden Mining & Materials, Inc 574 Rt. 416 Montgomery, NY 12549 Fallsburg		Aden Mining & Materials, Inc 574 Rt. 416 Montgomery, NY 12549 East Branch		Deckelman LLC 150 County Rd 95 PO Box 35 Fremont Center, NY 12736		Kays Trucking, LLC 121 Long Rd. Callicoon, NY 12723	
	DELIVERED	FOB	DELIVERED	FOB	DELIVERED	FOB	DELIVERED	FOB	DELIVERED	FOB
#1A (Limestone)	41.80	35.00	N/B	N/B	N/B	N/B	N/B	N/B	48.40	N/B
#1A (Ledge Rock)	37.80	31.00		31.50	37.50	31.50	35.55		36.99	
#1	25.80	19.00		18.58	24.58	18.58	27.55		29.99	
#1B	25.80	19.00		18.37	24.37	18.37	17.55		27.49	
#2	24.05	17.25		17.53	23.53	17.53	22.70		25.15	
#3	24.80	18.00		17.53	23.53	17.53	22.70		26.01	
#4	24.80	18.00		17.53	23.53	17.53	22.70		23.26	
Crusher Run	19.55	12.75		12.81	18.81	12.81	18.45		20.90	
#1 & #2 50/50 Ledge Rock	25.30	18.50		19.11	25.11	19.11	22.70		25.15	
Ledge Stone Sand	24.75	17.95		14.96	20.96	14.96	25.05		20.00	
Surge Stone <u>Non</u> DOT	22.55	15.75		13.61	19.81	13.61	25.50		24.05	
Light Stone Fill	23.80	17.00		18.54	24.54	18.54	25.50		24.05	

All bids were clearly marked and contained a non-collusion bidding certificate.

Motion by: Councilmember Vincent McPhillips
 Second by: Councilmember Dean Farrand
 5 Ayes CARRIED

109-26 SUBSCRIBE TO HELIX INTEL PROGRAM

Motion to subscribe to the Helix Intel maintenance monitoring program at no cost to the Town.

Motion by: Councilmember Dean Farrand
 Second by: Councilmember Sherri Kavleski
 5 Ayes CARRIED

110-26 AUTHORIZE RCAP INCOME SURVEY – WHITE SULPHUR SPRINGS WATER DISTRICT

Motion authorizing the Supervisor to engage RCAP to conduct an income inventory survey for the White Sulphur Springs Water District for potential CDBG funding eligibility.

Motion by: Councilmember Dean Farrand
 Second by: Councilmember Sherri Kavleski
 5 Ayes CARRIED

111-26 TEMPORARY ROAD CLOSURE – HUSCHKE ROAD 5/5/26

The Town Board of the Town of Liberty does hereby approve the closure of Huschke Road (#149–#201) on May 5, 2026, from 4:00 p.m. to 11:00 p.m. for Lag B’Omer, contingent upon notification to residents, proper traffic control, and all required permits. Road will be accessible to emergency vehicles and residents within the closed area.

Motion by: Supervisor Frank DeMayo
Second by: Councilmember Bruce Davidson
5 Ayes CARRIED

**Manny Steinberg advised that certified letters would be sent to the affected residents.*

112-26 AUTHORIZE RESTORE NY GRANT DISBURSEMENT AGREEMENT

Motion authorizing the Supervisor to execute the Restore NY Round 8 grant disbursement agreement for #2 and #29 Main Street, Parksville.

Motion by: Councilmember Bruce Davidson
Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

DELAWARE ENGINEERING REPORT

1. Liberty Business Park Water & Sewer Infrastructure Upgrade Project (Old Rte 17 Corridor)

- Contract work and subcontracting related to Engineering Services (up to 50% design) are underway
- The Town Board resolved to act as Lead Agency for an Unlisted Action-Coordinated SEQR review at the March 2, 2026 meeting
- **FEQR Full Environmental Assessment Form (FEAF) Part 1 will be provided in advance of and for consideration at the May 4, 2026 Town Board Meeting**

2. Swan Lake WWTP Upgrade

- Continuing preparation of responses to NYSDEC SPDES permit/PER comment letter and design work
- FY27 Congressionally Directed Spending (CDS) Request Form submitted by March 22, 2026
- On going discussions with USDA-RD, and Other State and Federal representatives on additional grant funding

3. **Swan Lake WWTP NYSDEC Notice of Violation (NOV)**
 - January 2026 Interim Report including the letter and proposed updated schedule of compliance (SOC) was submitted to NYSDEC on 3/5/26
 - **Delaware to update and submit the April 2026 Interim Report to NYSDEC once acceptable by the Town**
 - **Temporary Sludge Dewatering Services Bid Award**
 - On Friday March 27, 2026 the Town received bids for the Swan Lake WWTP NOV, Sludge Disposal Services.
 - One (1) response was received from MSD Environmental Services for **Temporary Sludge Dewatering for a total of \$103,000 (\$1,250 more than 2025)**. Bid Sheet attached
 - **Recommend Town consider and accept the 3/27/26 MSD Environmental Services proposal for Temporary Sludge Dewatering Services for 2026 and authorize the Town Director of Finance to issue a purchase order to MSD Environmental Services for:**
 - **Press Mobilization and Demobilization**
 - **Conveyor Mobilization and Demobilization**
 - **Startup Assistance and Training**
 - **Trailer Mounted Belt Press Rental**
 - **up to four (4) months with a total not to exceed cost of up to \$103,000, including Customer (Town) Certificate of Insurance, contingent upon processing of Capital Reserve funds and adopt the resolution for public notice for the use of capital reserve funds, and accept pricing for:**
 - **Additional Startup Assistance and Training**
 - **Additional Monthly Belt Rental**
 - **2027 Budget Pricing for future consideration**
 - **Sludge Disposal Services Bid Award**
 - On Friday March 27, 2026 the Town received bids for the Swan Lake WWTP NOV, Temporary Sludge Disposal Services.
 - One (1) response was received from TAM Enterprises, Inc., Bid Sheet attached.
 - **Recommend Town consider and accept the 4/10/26 TAM Enterprises, Inc. proposal for Sludge Disposal Services:**
 - **Liquid Sludge Disposal (\$0.22/gallon) (\$0.21/gallon in 2025)**
 - **Dewatered Sludge Disposal (\$250/ton) (\$225/ton in 2025) and 2027 budget pricing for future use and consideration**
 - **Additional NOV Related Recommendations:**
 - **Adopt Capital Reserves Resolution for the Temporary Sludge Dewatering**
 - **Authorize advertising for additional seasonal staff to rake the bar rack (needs staff in place by June 1, 2026)**
 - **Town Staff to get quotes for sludge dewatering chemical and submit WTC info to NYSDEC**

- **Town to move forward with Sewer Use Ordinance (SUO) for rag control (SOC includes refining the draft law addition by June 30, 2026)**
4. **Swan Lake Sewer System Evaluation//I EPG Study**
 - **Field work completed March 24 thru March 27**
 - Inspection documentation pending
 - The Engineering Report needs to be done by February 2027 (18 months from execution of the Grant Agreement)
 5. **Loomis WWTP Clarifier Repair**
 - Notice to Proceed issued to Poolbrook Contracting on April 1, 2026.
 - Parts ordered; estimated lead time of 6-8 weeks.
 - **Onsite work anticipated late May or early June.**
 - Delaware will update the W&S Dept. Staff as the schedule is confirmed.
 6. **Swan Lake WWTP Recirculation Pump Repair**
 - Notice of Award issued to Koester on April 1, 2026.
 - Notice to Proceed pending receipt of Bonds and Insurance from Koester.
 7. **Ferndale Rd/Ferndale Loomis Road Intersection Waterline Crossing**
 - Nothing new this month
 8. **Basketball Court by Skate Park**
 - Grading plan and construction details are under way
 9. **Ferndale Water District Pump/Tank Communication and Mixer**
 - Coordination with Damon to confirm the scope is anticipated in May
 - Proposed replacement of telephone-line communication between Ferndale Water Tank and Stevensville Booster Station with wireless, due to wet weather communication failure.
 - Delaware will prepare a contract for our work for Board consideration
 10. **Delaware River Basin Commission (DRBC) Groundwater Withdrawal Docket/Permit**
 - The Town's DRBC Groundwater Withdrawal Docket expired on March 16, 2026 (10-year term).
 - A complete renewal application, was due last year (March 2025), 12 months in advance of expiration.
 - In 2014, Delaware worked with the Town to prepare and submit the application. This was a \$15,000-\$20,000 effort.
 - Some applications may remain valid, but a substantial portion will require updating.
 - Does the Town want Delaware to work with the W&S Dept. to update and submit the application? If so, Delaware can provide a cost proposal.
 11. **Green Hills 3**

- Working with the Town to respond to the revised design for the flow meter and rag control.

12. **Attachments**

- Swan Lake WWTP NYSDEC Notice of Violation (NOV)
 - Temporary Sludge Dewatering Services Bid – MDS Environmental
 - Sludge Disposal Services Bid Award – TAM Enterprises

13. **Items Discussed or Reviewed at Meeting but not distributed with this package:** None

113-26 ACCEPT MSD ENVIRONMENTAL SERVICES PROPOSAL

Motion accepting the March 27, 2026, proposal from MSD Environmental Services for temporary sludge dewatering services for 2026.



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

Town of Liberty
Request for Bids for Trailer Mounted Belt Press Rental

Last Revised 03/23/26

Itemized Bid Sheet

For 2026 Services

Items/Description	Quantity	Units	Unit Price	Total Price
Press Mobilization/demobilization:	1	Lump Sum	5,500	NA
Conveyor Mobilization/demobilization:	1	Lump Sum	5,500	NA
Startup Assistance and Training	1	Lump Sum	4,000	NA
Trailer Mounted Belt Press Rental:	1	\$ per month	22,000	NA
Total Not to Exceed Price (in figures):				
	NA	NA	NA	NA

Additional Services for Town Consideration

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

For 2027 Services - Budget Price - Confirm in 2027

Items/Description	Quantity	Units	Unit Price	Total Price
Press Mobilization/demobilization:	1	Lump Sum	5,500	NA
Conveyor Mobilization/demobilization:	1	Lump Sum	5,500	NA
Startup Assistance and Training	1	Lump Sum	4,000	NA
Trailer Mounted Belt Press Rental:	1	\$ per month	22,000	NA
Total Not to Exceed Price (in figures):				
	NA	NA	NA	NA

BID SUBMITTED BY: MSD ENVIRONMENTAL SERVICES, INC.
(Name of Company)

Date Submitted: 3/24/2026

Motion by: Councilmember Vincent McPhillips



Itemized Bid Sheet

Items/Description	Quantity	Units	Unit Price
Liquid Sludge Disposal:	1	\$ per gallon	\$0.22
Dewatered Sludge Disposal:	1	\$ per ton	\$250.00
Sludge Box Rental (20 yard)	1	cost per month	\$
Other			\$
Total Price (in figures):			
	NA	NA	NA

For 2027 Services - Budget Price - Confirm in 2027

Items/Description	Quantity	Units	Unit Price
Liquid Sludge Disposal:	1	\$ per gallon	\$0.23
Dewatered Sludge Disposal:	1	\$ per ton	\$275.00
Sludge Box Rental (20 yard)	1	cost per month	\$
Other			\$
Total Price (in figures):			
	NA	NA	NA

BID SUBMITTED BY: TAM Enterprises Inc.
(Name of Company)

Date Submitted: 04/10/26

Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

114-26 APPROVE TAM ENTERPRISES PROPOSAL – SLUDGE DISPOSAL
Motion approving the April 10, 2026, proposal from Tam Enterprises Inc. for sludge disposal services

Motion by: Supervisor Frank DeMayo
Second by: Councilmember Dean Farrand
5 Ayes CARRIED

115-26 AUTHORIZE EXPENDITURE – SWAN LAKE SEWER CAPITAL RESERVE

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 20th day of April 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 Bruce Davidson
Councilmember Sherri Kavleski

ABSENT:

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

A RESOLUTION AUTHORIZING THE LEASE OF A TEMPORARY SLUDGE DEWATERING PRESS FOR THE SWAN LAKE SEWER DISTRICT, AT A MAXIMUM ESTIMATED COST OF \$103,000.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$103,000.00 FROM THE SWAN LAKE SEWER DISTRICT CAPITAL RESERVE FUND.

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

Section 1. The lease of a Temporary Sludge Dewatering Press for the Swan Lake Sewer District, at a maximum estimated cost of \$103,000.00, and the expenditure of the sum of \$103,000.00 from the Swan Lake Sewer District Capital Reserve Fund to pay such maximum estimated cost is hereby authorized and approved.

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

Section 3. The plan for financing of such maximum estimated cost of \$103,000.00 is by the appropriation and expenditure of the sum of \$103,000.00 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	' AYE '
Councilmember Bruce Davidson voting	` AYE
Councilmember Sherri Kavleski voting	` AYE

The resolution was thereupon declared duly adopted.

Motion advertising for additional seasonal staff to rake the bar rack at the Swan Lake Wastewater Treatment Plant.

The Town Clerk was told this was approved at an earlier meeting.

116-26 APPROVE CHEMICAL PURCHASE

Motion approving the purchase of chemicals from Slack at the same price as in

Budget Modification		
W4 8310.478	\$1,009.74	
W4 2680		\$1,009.74
WSS Hydrant Insurance Claim		
A 1987.42 (County Share)	\$18,608.42	
A 1987.41 (EPA Share)	\$74,432.60	
A 3087		\$93,041.02
17 Corridor/Business Park Study Grant		

Please also approve a budget transfer for Ferndale Water from W2 9950.9200 (transfer to capital) to W2 8310.4 (operating fund) in the amount of \$45,000 for the emergency repairs done within the Ferndale Water District.

2025.

Motion by: Councilmember Dean Farrand
 Second by: Councilmember Sherri Kavleski
 5 Ayes CARRIED

117-26 APPROVE BUDGET TRANSFERS AND MODIFICATIONS

Motion approving the following budget transfers and modifications as submitted by the Finance Director.

Motion by: Councilmember Bruce Davidson
 Second by: Councilmember Dean Farrand
 5 Ayes CARRIED

118-26 APPROVE AQUAGUARD CLEANING – SHERWOOD WELL

Motion approving AquaGuard cleaning of the Sherwood and Roth Wells by Subsurface Technologies in the amount of \$14,250 from the Stevensville /Sherwood Well District Operational Fund.

Motion by: Councilmember Vincent McPhillips
 Second by: Councilmember Dean Farrand
 5 Ayes CARRIED

119-26 APPROVE STANDARD WORKDAY AND REPORTING RESOLUTION
Motion approving the standard workday and reporting resolution.

DRAFT

Motion by: Councilmember Bruce Davidson
Second by: Councilmember Dean Farrand
5 Ayes CARRIED

**120-26 AUTHORIZE PURCHASE – 2026 DODGE RAM 3500 UTILITY TRUCK
& DIRECT TOWN ATTORNEY PREPARE CAPITAL RESERVE
RESOLUTION**

Motion authorizing the purchase of a 2026 Dodge Ram 3500 utility truck in the amount of \$75,808.58 and authorizing preparation of the capital reserve resolution.

Motion by: Councilmember Vincent McPhillips
Second by: Councilmember Dean Farrand
5 Ayes CARRIED

121-26 APPROVE PROGRESSIVE DISCIPLINE POLICY

Motion approving the progressive discipline policy, warning, and performance improvement plan.

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

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

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.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

122-26 REQUEST BIDS – DAY CAMP CONCESSION STAND

Motion to request bids for the Day Camp Concession Stand and to set a bid date of May 28, 2026, at the Town Clerk’s Office, 120 North Main Street, Liberty.

Motion by: Councilmember Vincent McPhillips

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

**123-26 APPROVE ONBOARDING DOCUMENTS – P&R, PLANNING,
ZONING, ASSESSMENT REVIEW BOARDS**

Motion approving onboarding documents for the Parks & Recreation Advisory Board, Planning Board, Zoning Board, and Board of Assessment Review.
(Documents on file in Town Clerk’s Office)

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

124-26 AUTHORIZE IT REQUEST FOR PROPOSALS

Motion authorizing advertisement and solicitation of Requests for Proposals for IT services with a bid date of May 28, 2026.

Motion by: Councilmember Dean Farrand

Second by: Not stated

5 Ayes CARRIED

UNDER REVIEW/IN PROGRESS

125-26 AMEND SOCIAL MEDIA POLICY AND DESIGNATE OVERSIGHT

Motion designating James, Cheryl, Nick, and Laurie for oversight of Town social media and amending the Social Media Use Policy to allow multiple administrators.

Motion by: Councilmember Sherri Kavleski

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

TABLED ONE-WAY STREET – PARKSVILLE

Tabled until all residents of Main Street, Parksville, have been notified.

GREEN HILLS PHASE 2 – CERTIFICATES OF OCCUPANCY / MEMORANDUM OF UNDERSTANDING

Supervisor DeMayo presented the proposed memorandum of understanding for Green Hills Phase 2, which would allow the issuance of certificates of occupancy

contingent upon completion of road and sewer improvements. He explained that the agreement includes bonding requirements to ensure completion of the work, and that the remaining item to be determined is the bond amount for road construction.

The Board discussed the form of bonding and enforcement. The Town Attorney advised that the agreement would function as a contract enforceable through the bond. Board members expressed concern about adequate protection for the Town and discussed a preference for a cash bond or letter of credit over a surety bond.

Additional discussion covered the system's operational requirements, including the property owner's need to pump out holding tanks at least annually. Board members also discussed long-term considerations for wastewater management, including the potential requirement of bar screens or similar systems for larger users to prevent debris from entering the system.

It was further discussed that any future removal of the tank system would be the property owner's responsibility. The Board noted the need for engineering specifications and cost estimates to properly establish bond amounts and system requirements.

Supervisor DeMayo stated that the memorandum would be revised to reflect the Board's direction, including:

- requiring a cash bond or letter of credit,
- establishing annual maintenance requirements, and
- obtaining a cost estimate for road construction to determine the bond amount.

The Board agreed to proceed with the revisions.

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF LIBERTY AND GREEN HILLS ESTATES

This Memorandum of Understanding ("MOU") between the Town of Liberty ("Town") and Green Hills Estates – Phase 3 ("Green Hills") memorializes the framework for cooperation for certain requirements to be performed by Green Hills in order to authorize the Town's Building Inspector to issue Certificates of Occupancy ("CO's") for multiple units within the Green Hills subdivision.

Green Hills shall:

Sewer

- Install a septic tank of sufficient size (minimum 13,000-gallon capacity) and approved by the Town Engineer and Sewer Administrator to accommodate the capture of rags/screenings for all units. Solids must be pumped out annually by the property owner and/or Homeowners Association.

- Install a sewer manhole and operational flowmeter no later than October 31, 2026, in accordance with Town Code Part II General Legislation, Chapter 121 Sewers and Sewage, Article VI Use of Public Sewers, Subsection 121-29 Control Manholes.

- Understand that the Town is evaluating a local law for large district users, which will require additional equipment (eg, mechanical bar screen) to effectively control rags/screenings from entering the sewer distribution system. Large district users will be given a fair amount of time to install the required equipment.

- Provide cash or a letter of credit to be held in escrow in the amount of \$100,000.00 for the supply and installation of both the septic tank and manhole/flowmeter.

Failure to abide by this understanding regarding sewer requirements will result in enforcement and subsequent penalties in accordance with Chapter 121, Article XI Enforcement and Penalties, Subsections 121-40 and 121-41.

Roads

- Install, at a minimum, the subbase and bottom course of all roads no later than June 1, 2026 in accordance with Town Code Part II General Legislation, Chapter 128 Streets, Highways and Sidewalks, Part 2 Street and Highway Construction and Dedication, Article III Design Standards, Subsection 128-10 with road completion in accordance with Town Code subsection 128-10 to be completed no later than October 31, 2026.

- Provide cash or a letter of credit to be held in escrow in the amount of \$100,000.00 to assure the construction of all roads by the prescribed date indicated above.

The Town Building Inspector shall:

- Issue COs upon final inspection of completed units only after full execution of this Memorandum. Nothing contained in the MOU shall be construed as a waiver of any requirement of the NYS Uniform Fire Prevention and Building Code.

This Memorandum is effective as of April 21, 2026, and will remain in full force and effect until all terms are satisfied.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

PUBLIC PARTICIPATION

O'KEEFE HILL ROAD DEVELOPMENT

CINCO DE MAYO

Rob Rayevsky

Read aloud the following letter:

Monday, April 20, 2026 at 17:53:15 Eastern Daylight Time

Subject: re: I-86 Diner Trash in Parksville
Date: Monday, April 20, 2026 at 5:53:11 PM Eastern Daylight Time
From: info@parksville.ny.us
To: Rob Rayevsky

From: Rob Rayevsky

Dear Town Board Members:

We now have a junkyard right at the entrance to Parksville, at the I-86 Diner - worse and worse every day.

And a permanent dumpster with metal piled high next to it.

Trash is everywhere, broken cars, trucks, and trash is all up the hill behind, and down the hill from the house.

Something must be done.

It is code violation, most likely an unregistered and illegal business, for collecting metal, which doesn't go anywhere, just stays there, and grows.

The renting tenants who created this mess, live behind the diner in section 8 housing.

If government pays the rent, there should be a way to enforce the code law.

If there is no way, it should be invented!

All previous renters were section 8.

Rich Mead the drug dealer lived there for years until he was arrested in 2018.

Pressuring the owner of the property has no resolution.

The owner is an old man in bad health living in Florida. His tax property address is registered in Astoria Queens.

We have to make the perpetrators, the renters, accountable!

We brought this to the Town's attention first in 2017.

Now that we have a real chance for revitalization of Parksville, we have to have this issue addressed and resolved immediately.

I would appreciate your feedback on your course of action.

Thank you.

Rob Rayevsky

Vice President, Parksville Priorities Committee



Rob Rayevsky submitted the following picture.

126-26 EXECUTIVE SESSION

Motion to enter executive session to discuss personnel, contract negotiations, and pending litigation.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

127-26 OUT OF EXECUTIVE SESSION

The Town Board came out of Executive Session at 9:12 p.m.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Bruce Davidson

5 Ayes CARRIED

128-26 FINANCE DIRECTOR DIRECTED TO OBTAIN THE CURRENT CIVIL SERVICE LISTS FOR BUILDING INSPECTOR, CODE ENFORCEMENT OFFICER, AND CLERK

The Town Board does hereby direct the Finance Director to obtain the current

Civil service lists for the following:

- Building Inspector
- Code Enforcement Officer
- Clerk

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Bruce Davidson

5 Ayes CARRIED

ADJOURNMENT

The meeting was adjourned at 9:16 p.m.

Motion by: Councilmember Vincent McPhillips

Second by: Supervisor Frank DeMayo

5 Ayes CARRIED

NOTE: There will no longer be public participation or board discussion in the minutes. If anyone would like a copy of the audio, it is available at the Town Clerk's office.

TOWN BOARD WORK SESSION MINUTES

Date: May 4, 2026

Time: 10:00 a.m.

Location: Senior Citizens' Center, Liberty, NY

PRESENT

Supervisor Frank DeMayo, Councilmember Dean Farrand, Councilmember Sherri Kavleski, Councilmember Bruce Davidson, Park & Recreation Director James Guara, Court Manager Denise Curry, Building Department Head Tammy Wilson, Finance Director Cheryl Gerow, and Acting Assessor Donna Wainman.

PLEDGE OF ALLEGIANCE

CALL TO ORDER

The Supervisor called the Work Session to order at 10:00 a.m.

WORK SESSION DISCUSSION

Budget Worksheets / Preparation

Department heads were advised to begin entering budget information, verify figures, and prepare for discussion at the next department meeting.

OpenGov Workflows & Forms

Departments were encouraged to actively utilize OpenGov for training and workflow setup. Users should begin configuring their departmental pages and ensure forms are uploaded and functional.

It was noted that a recent system update caused temporary access issues for some users. Anyone experiencing login or access problems should report them so permissions can be restored as needed.

Departments were reminded to upload forms, ensure accuracy, and participate in training.

Progressive Discipline Policy

Reviewed documentation standards, use of core values, and the importance of addressing issues promptly.

Corrective Action Process

Supervisors were advised that corrective action may begin during the probationary period if deficiencies are identified. Regular check-ins provide an opportunity to implement improvement plans and reinforce expectations.

If issues arise after probation, progressive discipline procedures should be followed. Early intervention and documentation are critical, particularly when performance concerns may stem from training gaps or personal challenges.

Supervisors should document issues clearly and allow opportunities for correction.

HR Process / Onboarding

Probationary Period & Employee Evaluation

Department Heads were reminded that new employees are subject to a six-month probationary period. Monthly check-ins should be conducted and documented to track progress and determine whether the employee meets expectations. At the conclusion of the probationary period, a determination of pass or fail must be made.

If additional time is warranted, a probation extension may be requested with the Town Board's approval, not to exceed a total of one year. It was emphasized that supervisors should be able to assess employee performance within the initial six months and must maintain proper documentation throughout the process.

Failure to properly document evaluations or follow the established process may create complications if an employee is not retained.

Outlined hiring, approvals, background checks, and onboarding steps.

Training Requirements

Employees must complete the required training prior to beginning work.

Onboarding Responsibilities

HR and Department Heads must monitor progress through structured check-ins.

Workplace Preparation

Ensure workstations, tools, and systems are ready prior to the employee's start.

General Discussion

Board members invited departments to submit topics for future work sessions, including workflow improvements, code updates, and operational processes.

Continued collaboration was encouraged to improve efficiency and consistency across departments.

Ongoing improvements to workflows, accountability, and efficiency.

ADJOURNMENT

The Work Session adjourned at 10:25 a.m.

Respectfully submitted,

Laurie Dutcher

Town Clerk

TOWN OF LIBERTY – TOWN BOARD MEETING MINUTES

Date: May 4, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, Liberty, NY

PRESENT:

Supervisor Frank DeMayo, Councilmember Dean Farrand, Councilmember Sherri Kavleski, Councilmember Vincent McPhillips, Councilmember Bruce Davidson, Town Clerk Laurie Dutcher, Town Attorney Kenneth Klein, Finance Director Cheryl Gerow, and Confidential Secretary Nick Rusin.

CALL TO ORDER

Supervisor Frank DeMayo opened the meeting at 6:30 p.m. with the Pledge to the Flag.

Dr. Patrick Sullivan, Liberty School Superintendent, and Laurene McKenna, Assistant Superintendent for Business, presented the 2026-2027 School Budget.

129-26 APPROVAL OF CORRESPONDENCE

Discussion followed regarding concerns raised by Nancy Benedek regarding trees and the condition of a leaning Norway tree. Supervisor DeMayo advised that he had not yet contacted an arborist but intended to do so and would seek recommendations for an appropriate arborist to inspect the trees.

Motion by: Councilmember Dean Farrand
Second by: Councilmember Bruce Davidson
5 Ayes CARRIED

130-26 APPOINT CLIMATE SMART COORDINATOR

Appointment of Caitlin Moody as Climate Smart Coordinator for the Town of Liberty.

Motion by: Councilmember Dean Farrand
Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

Supervisor DeMayo advised that the appointment would help the Town earn additional points toward the Climate Smart Communities Bronze designation.

131-26 APPOINT CLIMATE SMART COMMUNITIES TASK FORCE MEMBERS

The Town Board appointed the following members to the Climate Smart Communities Task Force: Nick Rusin, Sherri Kavleski, Kit McManus, and Supervisor Frank DeMayo.

Motion by: Councilmember Dean Farrand
Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

132-26 PLANNING BOARD AS LEAD AGENCY – ARROWHEAD RANCH AND RETREAT PROJECT

The Town Board approved the Town of Liberty Planning Board as Lead Agency for the Arrowhead Ranch and Retreat Project.

Motion by: Councilmember Dean Farrand
Second by: Supervisor Frank DeMayo
5 Ayes CARRIED

BIG WOODS ROAD ABANDONMENT REQUEST

The Board discussed a request concerning the proposed abandonment and acquisition of Big Woods Road. Discussion included property ownership, bridge removal, road maintenance concerns, and legal procedures necessary for possible abandonment under the Highway Law.

133-26 AUTHORIZE TOWN ATTORNEY TO RESEARCH PROCEDURE FOR ABANDONMENT OF BIG WOODS ROAD

The Town Attorney, Kenneth Klein, will review applicable Highway Law provisions and proceed with the appropriate legal process regarding the proposed abandonment of Big Woods Road.

Motion by: Supervisor Frank DeMayo
Second by: Councilmember Dean Farrand
5 Ayes CARRIED

GREEN HILLS PHASE 3 MEMORANDUM OF UNDERSTANDING

The Board discussed the proposed Memorandum of Understanding between the Town of Liberty and Green Hills Phase 3 regarding conditions required for the issuance of Certificates of Occupancy, including financial security requirements, bonds, letters of credit, and infrastructure obligations.

134-26 APPROVE SALARY INCREASE – WATER & SEWER EMPLOYEES

Motion approving salary increases for Water & Sewer employees Charles Carvajal and Charles Askew following receipt of CDL licenses with tanker endorsements. The hourly rate for both employees shall increase from \$23.40 per hour as Laborers to \$28.05 per hour as Laborers with CDL, effective April 17, 2026.

Motion by: Councilmember Vincent McPhillips

Second by: Councilmember Bruce Davidson

5 Ayes CARRIED

135-26 AUTHORIZE ADVERTISEMENT – PART-TIME DATA COLLECTOR POSITION

The Town Board is authorizing an advertisement for a part-time Data Collector position and requesting the eligible candidate list from Sullivan County Civil Service.

Motion by: Councilmember Dean Farrand

Second by: Councilmember Bruce Davidson

5 Ayes CARRIED

136-26 A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW 2026 DODGE RAM 3500 UTILITY TRUCK FOR USE BY THE TOWN OF LIBERTY WATER AND SEWER DEPARTMENT, AT MAXIMUM ESTIMATED COST OF \$76,000.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$76,000.00 FROM THE TOWN OF LIBERTY WATER AND SEWER MAJOR EQUIPMENT CAPITAL RESERVE FUND.

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Citizens' Center, 119 North Main Street, Liberty, New York, in said Town, on the 4th day of May, 2025, at 6:30 p.m. prevailing time.

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

PRESENT: Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember Sherri Kavleski
Councilmember Bruce Davidson

ABSENT:

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

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW 2026 DODGE RAM 3500 UTILITY TRUCK FOR USE BY THE TOWN OF LIBERTY WATER AND SEWER DEPARTMENT, AT A MAXIMUM ESTIMATED COST OF \$76,000.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$76,000.00 FROM THE TOWN OF LIBERTY WATER AND SEWER MAJOR EQUIPMENT CAPITAL RESERVE FUND.

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

Section 1. The purchase of a new 2026 Dodge Ram 3500 Utility Truck at a maximum estimated cost of \$76,000.00, and the expenditure of the sum of \$76,000.00 from the Town of Liberty Water and Sewer Major Equipment 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)(31) of the regulations promulgated pursuant to the State Environmental Quality Review Act, for which environmental review is not required.

Section 3. The plan for financing of such maximum estimated cost of \$76,000.00 is by the appropriation and expenditure of the sum of \$76,000.00 from the Town of Liberty Water and Sewer Major Equipment 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
Councilperson Dean Farrand voting	AYE
Councilperson Vincent McPhillips voting	AYE
Councilperson Bruce Davidson voting	AYE
Councilperson Sherri Kavleski voting	AYE

The resolution was thereupon declared duly adopted.

Motion approving March 2, 2026, Work Session Meeting minutes as submitted by the Town Clerk.

Motion by: Councilmember Dean Farrand
 Second by: Councilmember Sherri Kavleski
 5 Ayes CARRIED

Supervisor DeMayo advised that the April 20, 2026, minutes would be tabled pending further review and posted as draft minutes in the interim.

FINES AND FEES

The Board discussed revisions to Town fines and fees, including water shutoff restoration fees and possible code amendments.

139-26 ADOPT FINE SCHEDULE

The Town Board adopted the following fine schedule:

FINES 1/2022 ADOPTED 5/4/26		
SECTION	PREVIOUS AMOUNT	NEW AMOUNT
§1-10	\$250.00 OR IMPRISONMENT OR BOTH	AT LEAST \$250
§50-19	AT LEAST \$100 NOT MORE THAN \$250 AND/OR 15 DAYS IMPRISONMENT	AT LEAST \$250
§60-19 B	REMOVE SHALL KNOWINGLY / NOT MORE THAN \$1000	AT LEAST \$250
§60-21	NOT MORE THAN \$200	AT LEAST \$200
§62-10	NOT TO EXCEED \$250	AT LEAST \$100 NOT MORE THAN \$250
§64-13	NOT EXCEEDING \$250	AT LEAST \$250- OPEN ENDED
§74-9	NOT EXCEEDING \$250	AT LEAST \$250
§93-8	NOT EXCEEDING \$350	AT LEAST \$250 -OPEN ENDED
§100-10	NOT LESS THAN \$25 OR MORE THAN \$100	KEEP THE SAME
§103-5	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§107-11	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§109-10	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§109-11	*IF VIOLATORS ARE RESISTANT OR NON-COMPLIANT THE PARK EMPLOYEE SHALL CONTACT THE APPROPRIATE PLACE FOR ASSISTANCE. *(1) SMOKE OR DISPLAY ANY SMOKING DEVICE AT ANYTIME ON PARK PROPERTY.	
§111-14	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§117-9	NOT LESS THAN \$25 NOR MORE THAN \$100	AT LEAST \$250- OPEN ENDED
§121-41	NOT EXCEEDING \$250 AND/OR NOT MORE THAN 15 DAYS IMPRISONMENT	AT LEAST \$250-OPEN ENDED
§125-13A	NOT LESS THAN \$500 NOT MORE THAN \$1,500	NOT LESS THAN \$500 NOT MORE THAN \$1,500
§125-13B	NOT EXCEEDING \$250	AT LEAST \$250-OPEN ENDED
§125-28B	NOT MORE THAN \$50	AT LEAST \$50

§125-28C	NOT MORE THAN \$100 AND/OR IMPRISONMENT NOT EXCEEDING 15 DAYS	AT LEAST \$100
§128-20	NOT MORE THAN \$500	AT LEAST \$250
§136-11	NOT MORE THAN \$500 AND/OR IMPRISONMENT NOT EXCEEDING 15 DAYS	AT LEAST \$250
§139-21A	NOT TO EXCEED \$250	AT LEAST \$250
§139-21B	NOT TO EXCEED \$250	AT LEAST \$250
§139-21C	NOT TO EXCEED \$250	AT LEAST \$250
§141-4	NOT TO EXCEED \$250 AND/OR IMPRISONMENT NOT EXCEEDING 15 DAYS	AT LEAST \$250
§144-12	NOT EXCEEDING \$250 AND/OR NOT MORE THAN 15 DAYS IMPRISONMENT	AT LEAST \$250

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

139-26 AUTHORIZE DELAWARE ENGINEERING TO PREPARE COST ESTIMATES AND DRAFT LOCAL LAW – LARGE SEWER DISTRICT USERS

Delaware Engineering is authorized to prepare cost estimates and draft local law provisions on flow meters, rag-removal systems, and screening requirements for large sewer district users.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Bruce Davidson

5 Ayes CARRIED

WALNUT MOUNTAIN HOUSE INTERPRETIVE TRAIL UPDATE

Supervisor DeMayo provided an update regarding the Walnut Mountain House Interpretive Trail project and the upcoming public event.

140-26 APPROVE TEMPORARY 250TH ANNIVERSARY TOWN LOGO

The Town Board approved the temporary use of the Liberty Bell Logo created by Town Clerk Laurie Dutcher for the Country’s 250th Anniversary.



Motion by: Councilmember Dean Farrand
Second by: Councilmember Sherri Kavleski
5 Ayes CARRIED

WALNUT MOUNTAIN BATHROOM PROJECT

The Board discussed alternatives for the Walnut Mountain bathroom project, including ADA-compliant portable restroom units due to escalating construction costs.

141-26 EXECUTIVE SESSION

The Town Board went into Executive Session at 7:56 p.m. to discuss the following:

- Personnel to discuss employee compensation.
- Legal discussion regarding assessments.

Motion by: Supervisor Frank DeMayo
Second by: Councilmember Bruce Davidson
5 Ayes CARRIED

142-26 OUT OF EXECUTIVE SESSION

The Town Board came out of Executive Session at 8:35 p.m. and made the following motion for the Acting Assessor's salary to be raised to \$61,500.00 annually, plus \$583.33 for the successful completion of and verification of one required course towards Assessor Certification, for a total salary of 62,083.33 as of April 1, 2026.

Additional salary increases of \$583.33 will be awarded upon completion and verification of each course leading to the Assessor Certification.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Dean Farrand

5 Ayes CARRIED

ADJOURNMENT

The Town Board adjourned the meeting at 8:37 p.m.

Motion by: Supervisor Frank DeMayo

Second by: Councilmember Bruce Davidson

5 Ayes CARRIED

*****NOTE:** There will no longer be public participation or board discussion in the minutes. If anyone would like a copy of the audio, it is available at the Town Clerk's office.

Respectfully submitted,

Laurie Dutcher

Laurie Dutcher,

Town Clerk

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA.

Town of Liberty Parkville Main Street Revitalization II RESTORE NY VIII, Project #138,309

Disbursement Request amount: \$ 117,376.00

ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

2 Main Street :

Invoice # 1

Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Rehabilitation	\$130,417.81	\$117,376.00	\$0	\$300,000	\$182,624.00
(Final 10% of grant amount)				(30,000)	
TOTAL				\$270,000	

29 Main Street :

Invoice # _____

Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Rehabilitation				\$350,000	
(Final 10% of grant amount)				(35,000)	
TOTAL				\$315,000	

CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which Town of Liberty is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and Town of Liberty, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.
- 2) I have the authority to submit this invoice on behalf of Town of Liberty. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:
 - Exhibit F-2: Project Cost & Completion Affidavit (required with every payment request)
 - Exhibit F-2A: Documentation of Project Costs
 - Exhibit G-2: Staffing Plan

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM, Cont.

- Exhibit G-3: Workforce Employment Utilization Report
- Exhibit G-4: M/WBE Utilization Plan
- Exhibit G-5: Waiver Request Form
- Exhibit G-6: M/WBE Contractor Compliance and Payment Report
- A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement
- A copy of Certificate of Occupancy, Certificate of Compliance and/or other documentation verifying project completion as ESD may require
- Proof that relevant C&D waste minimization language was included in the prime contract(s) for the project

- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.
- 5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.
- 6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature: Nicholas Rusin Date: 5-7-83

Print Name: Nicholas Rusin Title: Confidential Secretary / Grant Admin

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Glendon McLeary, Vice President and Director of Loans & Grants, 655 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.
Thank you.



**Town of Liberty, NY
May 18, 2026 Town Board Meeting**

**Water & Sewer Infrastructure Upgrade Project
to Liberty Business Park and Old Rte 17 Corridor**

SEQR Part 1 Review

1. For Tonight's Meeting

- Review scope of the project
- Review SEQR Full Environmental Assessment Form (FEAF) Part 1 – if acceptable, or if acceptable with changes, Town Board to resolve to accept the long FEAF Part 1 and authorize the Town Supervisor to sign the document

2. Project Description

- See attached Narrative and Figure 1

3. SEQR

- At the March 2, 2026 meeting, the Town Board resolved to declare Town as SEQR lead agency for an Unlisted Action Coordinated review utilizing a Long Full Environmental Assessment Form (FEAF)
- The remaining process items include:
 - Prepare and review LEAF Part 1 with the Town – finalize and Town endorses
 - Circulate FEAF Part 1 to potentially affected agencies and request comments within 30 days (out on May 19 return by June 19)
 - Draft FEAF Part 2 and 3 (June) and receive comments by June 19
 - Finalize draft FEAF Part 2 and 3 and forward to the Town (review with the Town (planned for July 6 meeting)
 - Town conducts FEAF Part 2 and 3 review and makes determination of significance (anticipated at July 6 meeting)
- We prepared a draft Part 1 of FEAF and forwarded to the Town and Bond Counsel on May 13 with this meeting package
 - This represents what we believe is the near maximum build out possible for the site and represents the largest impact to the site that would be needed for SEQR review (i.e., the size or scope could be reduced or adjusted to lower the site impacts but do at maximum now so that SEQR has looked at the highest impact case)
- LEAF Part 1 – attached (05/13/26)
- **Town to review this at today's meeting** – refer to the 14 pages now or if all of the board have reviewed it provide and comments or desired changes
- Any comments or desired changes?
- **If acceptable as presented, or if acceptable with changes, we recommend that the Town Board to resolve to accept the FEAF Part 1 and authorize the Town Supervisor to sign page 13 the document**
- Once signed, Town Supervisor to scan and email to Delaware the signed **page 13**
- Delaware will then send out which the SEQR package, on May 19, to the potentially interested parties for 30-day comment period.

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- SEQR Part 2 and 3 would be drafted and then reviewed by the Town at the July 6 meeting.

4. Attachments

- Project Summary and Figure 1
- SEQR FEAF Part 1

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

- None

Liberty TBMtg LBP SEQR 05-18-26.docx
Enclosures



**Town of Liberty
Water & Sewer Infrastructure Upgrade Project
to Liberty Business Park and Old Rte 17 Corridor**

**SEQR Review
Project Summary (May 13, 2026)**

Project Understanding

The Town of Liberty is advancing planning, design, engineering and construction for water and sewer extensions to serve the Old Route 17 (Harris Road) Corridor, with a near-term need for the proposed 1M square foot warehouse Liberty Business Park #1 site. These upgrades are essential to create water and sewer service for the initial planned development, as well as to provide for future shovel ready sites along the Corridor.

An Unlisted Coordinated review utilizing the long Full Environmental Assessment Form (FEAF) is being conducted. Note that the review covers the utility work, not the proposed or future developments that would be served by the new/upgrade utilities.

Initial water and wastewater associated with the proposed 1M sf warehouse would be provided by the Town (via the Ferndale water district) and the Village (WWTP), respectively for up to an estimated 24,000 gpd. Future use and demands are not defined at this time and would be addressed under subsequent SEQR for any future development.

The Town has secured a \$1M USEPA grant for planning and work up to 50% preliminary design. A \$20M FAST NY grant has been awarded for the remaining design/implementation work and as well as for construction. Additional funding sources include Sullivan County and other private sources.

Utility work will involve both Village and Town of Liberty water and sewer facilities. A summary of the anticipated/planned work is summarized below and is shown on Figure 1. Final locations and sizing will be refined during design.

Note, on the figure, Village infrastructure to be upgraded is shown in “yellow”; other new/upgraded infrastructure would be by the Town with “green” being sanitary sewer and “blue” being water.

Planned New/Upgrade Facilities

Water

1. +/- 2,350 lineal feet of new 12-inch diameter ductile iron (DI) watermain and appurtenances for upgrading the Village interconnection from Exit 100 roundabout, under NY 17/86, and continuing to the existing 12-inch DI interconnect with the Town WD022 system on Triangle Road.
2. +/- 5,700 lineal of new 12-inch diameter main and appurtenances (replacing existing 6” and 8” lines) from the Ferndale Road/Sullivan Ave intersection with Old Route 17/Harris Road, up Old Route 17, to the end of Town water district WD022.

DELAWARE ENGINEERING, D.P.C.

3. +/- 800 lineal feet of new up to 12-inch (max.) diameter DI main (i.e., main size is to be refined during design based on demands) and appurtenances from the end of WD022 to Business Park #1.

Wastewater

1. New sanitary pump station and appurtenances at Business Park #1.
2. +/- 4,000 lineal feet of new sanitary force main along Old Route 17/Harris Road to the Old Route 17/Harris Road.
3. +/- 2,000 lineal feet of new gravity sewer and appurtenances from the high point on Old Route 17/Harris Road to the intersection with Sullivan Avenue.
4. New sanitary pump station and appurtenances near the intersection of Old Route 17/Harris Road and Sullivan Avenue.
5. +/- 2,700 lineal feet of new sanitary force main along Sullivan Avenue to the point of connection at the existing Village gravity sewer manhole near the United States Postal Service Building.
6. Improvements to gravity collection system from Sullivan Avenue to the Days Inn pump station; +/- 1,500 lineal feet. (Village facilities)
7. Upgrading or replacement of the Days Inn pump station (Village facilities)
8. Upgrading or replacement of the force main from the Days Inn pump station to the Village WWTP, +/- 2,000 lineal feet. (Village facilities)

Paving

Possible paving/road reconstruction could include the following depending on yet to be finalized/designed location of new/upgraded facilities, their impacts to affected highways, highway authority requirements and project budgets.

1. Liberty Business Park to Days Inn (2 miles)
2. Pump Station Road & Triangle Road (0.4 miles)

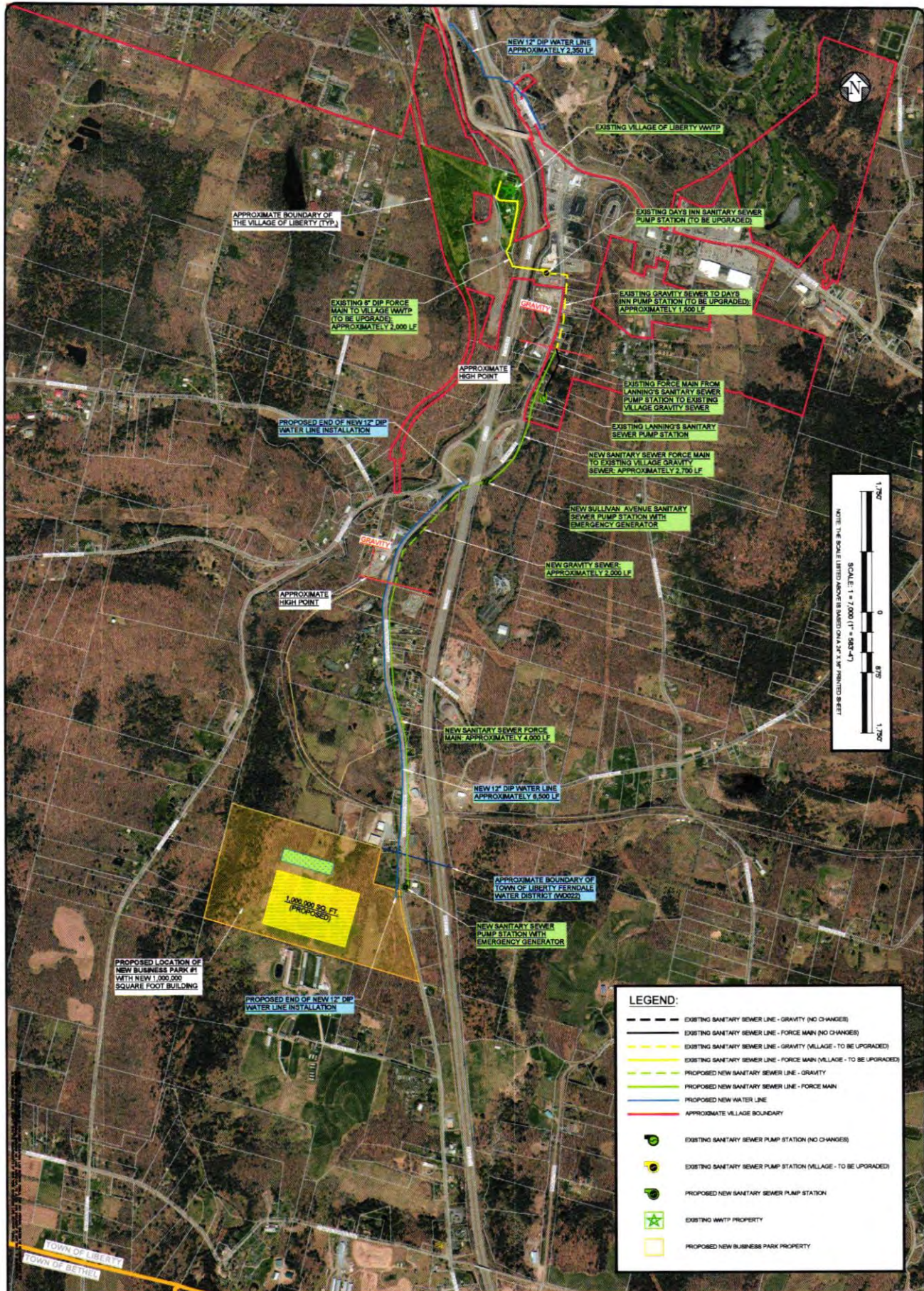
Schedule

The anticipated revised project schedule is as follows:

ANTICIPATED PROJECT SCHEDULE	
SEQR	January – July 2026
Planning and 50% Design (USEPA Grant)	October 2025 – December 2026
100% Design & Permitting (ESD Fast NY funded):	December 2026 -October 2027
202B/District Work/IMA/Permitting	2027
Construction	2028- 2029

Attachments

- Figure 1 – Overall Project Plan with Utility Improvements (07/25)



LEGEND:

- EXISTING SANITARY SEWER LINE - GRAVITY (NO CHANGES)
- EXISTING SANITARY SEWER LINE - FORCE MAIN (NO CHANGES)
- - - EXISTING SANITARY SEWER LINE - GRAVITY (VILLAGE - TO BE UPGRADED)
- - - EXISTING SANITARY SEWER LINE - FORCE MAIN (VILLAGE - TO BE UPGRADED)
- - - PROPOSED NEW SANITARY SEWER LINE - GRAVITY
- - - PROPOSED NEW SANITARY SEWER LINE - FORCE MAIN
- PROPOSED NEW WATER LINE
- APPROXIMATE VILLAGE BOUNDARY
- EXISTING SANITARY SEWER PUMP STATION (NO CHANGES)
- EXISTING SANITARY SEWER PUMP STATION (VILLAGE - TO BE UPGRADED)
- PROPOSED NEW SANITARY SEWER PUMP STATION
- ★ EXISTING WWTP PROPERTY
- PROPOSED NEW BUSINESS PARK PROPERTY

FIG-1

AERIAL SITE PLAN
 OLD ROUTE 17 CORRIDOR
 IMPROVEMENTS TO
 BUSINESS PARK #1

TOWN OF LIBERTY, NY
 LIBERTY BUSINESS PARK
 UTILITY EXTENSION PROJECT
 SULLIVAN COUNTY, NEW YORK

REVISIONS		
NO.	DATE	DESCRIPTION

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

86 SOUTH MAIN STREET ONEONTA, NY 13820 - 867.432.8673
 28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 - 518.452.1290
 8 TOWNSEND STREET, WALTON, NY 13864 - 607.898.8238
 31 NORTH MAIN STREET, LIBERTY, NY 12754 - 845.747.9952

DATE:	07/20/24
DRAWN BY:	JG
SCALE:	1" = 7,000'
REVIEWED BY:	DRD
PROJECT NO.:	
FILE:	

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part I based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the **applicant or project sponsor** to verify that the information contained in Part I is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Liberty Water and Sewer Extension Project		
Project Location (describe, and attach a general location map): See attached location map		
Brief Description of Proposed Action (include purpose or need): The Town of Liberty, Sullivan County, is proposing to extend municipal water & sewer infrastructure from the Village of Liberty south along Harris Road (old Rte 17) approx. 1.5 miles to serve properties in the Town's Service Commercial (SC) and Industrial Commercial (IC) zoning districts. By providing water/sewer infrastructure, the Town will create shovel ready sites that will be more attractive to potential developers and help to bring jobs and housing to the Liberty Community. Water for the project will be supplied by the Town's Ferndale Water District and wastewater will be treated at the Village of Liberty wastewater treatment plant. Work will include the installation of +/- 8,850 lineal feet (lf) of watermain, +/- 4,200 lf of sewer main & +/- 8,000 lf of forcemain, upgrades to an existing pump station and the installation of 2 new sanitary pump stations. All utility/pipeline work is planned to occur within Village, Town, Sullivan County and/or NYSDOT right-of-ways. New pump stations will be located adjacent to public roads and may occur on currently non-public properties. Total ground disturbance will exceed 1.0 acres.		
Name of Applicant/Sponsor: Town of Liberty NY	Telephone: (845) 292-5110	E-Mail: supervisordemayo@townofliberty.org
Address: 120 North Main Street		
City/PO: Town of Liberty	State: NY	Zip Code: 12754
Project Contact (if not same as sponsor; give name and title/role): Dan Fagnani, P.E.	Telephone: (607) 432-8073	E-Mail: dfagnani@delawareengineering.com
Address: 55 South Main Street		
City/PO: Oneonta	State: NY	Zip Code: 13820
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Law 202B/12A, Bond Resolution, SEQR, Village - IMA Amendment	2026
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sullivan County Planning Dept (239m); SC DPW (work permit)	2026-2027
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRBC (water & sewer docket modification)	2026-2027
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC (SWPPP; Part 750 sewer ext.; NYSESD NYSDOH (water extension); NYSHPO; NYSDOT	2026-2027
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	US EPA, USACE (stream crossing)	2026-2027
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYS Major Basins: Upper Delaware, Remediation Sites: C353015 According to the NYSDEC Remediation website, this project has been completed.	
<hr/> <hr/>	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
<hr/> <hr/> <hr/>	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
SC - Service Commercial & IC Industrial Commercial

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Liberty Central School District

b. What police or other public protection forces serve the project site?
County Sheriff; NYS Police; Village of Liberty PD

c. Which fire protection and emergency medical services serve the project site?
Liberty Joint Fire (FD 067)

d. What parks serve the project site?
NA

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Municipal Utilities (water and sewer line extension; 2 new sanitary pump stations)

b. a. Total acreage of the site of the proposed action? ±10 acres
b. Total acreage to be physically disturbed? ±4 utilities acres; ±10 ac w/full paving
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % water=30%/sewer=10.5% Units: 8,850 lf /12,200 lf

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____ up to 6 **at sewer pump stations**
 ii. Dimensions (in feet) of largest proposed structure: _____ 20 height; _____ 20 width; and _____ 20 length
 iii. Approximate extent of building space to be heated or cooled: _____ up to 1,200 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? Water/Sewer lines and Pump station installation. Road resurfacing
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): estimated 45,200 cu yd
 • Over what duration of time? 12 months
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Excavated materials from utility and pump stations to be hauled off-site and disposed of in suitable location in accordance with all regulations. Some materials, including used pavement, may be suitable for reuse.
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. Not fully definable at this time. Depends on the depth of the excavations and the water table at the time and location of construction
 v. What is the total area to be dredged or excavated? ±4 ac utilities; ±10 ac w/full paving acres
 vi. What is the maximum area to be worked at any one time? < 5 acres
 vii. What would be the maximum depth of excavation or dredging? up to 20' feet
 viii. Will the excavation require blasting? **Not anticipated** Yes No
 ix. Summarize site reclamation goals and plan: _____
Following pipeline/pump station installation, the green areas that remain post construction will be restored. Disturbed roadways may undergo trench repair or full pavement restoration

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): A wetland delineation is underway to determine the extent of potential impacts and permitting requirements.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The middle Mongaup River will be crossed in 2 locations, one for each utility line. Each is planned to be directionally bored to limit potential impacts to shorelines, aquatic vegetation, & bottom sediments. In addition, there are designated wetlands in the general project area that may be impacted by either the new water/sewer lines or the pump station.
A final determination on wetland requirements will be made in coordination with NYSDEC/USACOE.

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:
 • acres of aquatic vegetation proposed to be removed: Not yet defined
 • expected acreage of aquatic vegetation remaining after project completion: Same as existing anticipated
 • purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
Access for directional boring for underground pipeline installation
 • proposed method of plant removal: Excavation
 • if chemical/herbicide treatment will be used, specify product(s): NA

v. Describe any proposed reclamation/mitigation following disturbance: _____
Restoration of access roads, boring pits and construction equipment impacts as much as possible to pre-construction condition.

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes: Initial 1M sf warehouse demand est'd at 5,000-24,000 gpd
 i. Total anticipated water usage/demand per day: Utility construction project use 0 gallons/day
 ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:
 • Name of district or service area: Ferndale Water District
 • Does the existing public water supply have capacity to serve the proposal? Yes No
 • Is the project site in the existing district? Yes No
 • Is expansion of the district needed? Yes No
 • Do existing lines serve the project site? Yes No
 iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____
Existing 8" waterline will be up-sized to 12" and extended ± 800' south to the proposed development
 • Source(s) of supply for the district: Sherwood Roth & Stevensville Well Fields
 iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: Town of Liberty
 • Date application submitted or anticipated: TBD
 • Proposed source(s) of supply for new district: Sherwood Roth & Stevensville Well Fields
 v. If a public water supply will not be used, describe plans to provide water supply for the project: _____ Ferndale Booster Pump Station
NA
 vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: 240 gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes: Initial 1M sf warehouse demand est'd at 5,000-24,000 gpd
 i. Total anticipated liquid waste generation per day: Utility Construction Project Use 0 gallons/day
 ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary wastewater (100%). Initial 1M sf warehouse demand estimated at 5,000 - 24,000 gpd. Future connections not defined at this time.

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:
 • Name of wastewater treatment plant to be used: Village of Liberty Wastewater Treatment Plant
 • Name of district: Village of Liberty
 • Does the existing wastewater treatment plant have capacity to serve the project? Yes No
 • Is the project site in the existing district? Yes No
 • Is expansion of the district needed? Yes No

Yes No
 Yes No

Do existing sewer lines serve the project site?
 Will a line extension within an existing district be necessary to serve the project?

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
 Sewer infrastructure will be extended beyond Village limits of the existing facilities to the proposed development location. _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: Town of Liberty
- Date application submitted or anticipated: TBD
- What is the receiving water for the wastewater discharge? Middle Mongaup (existing Liberty (V) WWTP outfall)

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):
NA

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
NA

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or ± 0.2 acres (impervious surface) **per site**
 _____ Square feet or ± 0.4 acres (parcel size) **per site**

ii. Describe types of new point sources. Estimated new impervious surface to occur at 2 new, and 1 existing Days Inn pump station site.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
Erosion and sediment control will be provided during construction. No permanent storm water facilities are anticipated to be required for this project.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? **Not anticipated** Yes No

iv. Does **the** proposed plan **minimize** impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
work vehicles to access pump station

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
Not anticipated

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
Emergency power stand-by diesel generators at pump stations

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (**short tons**) of Carbon Dioxide (CO₂)
- _____ Tons/year (**short tons**) of Nitrous Oxide (N₂O)
- _____ Tons/year (**short tons**) of Perfluorocarbons (PFCs)
- _____ Tons/year (**short tons**) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (**short tons**) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (**short tons**) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 Estimated demand of up to 125,000 kWh per year for 2 new pump stations and upgrades to the Days Inn pump station.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
 Local utility grid (NYSEG) and emergency stand-by generators

iii. Will the proposed action require a new, or an upgrade, to an existing substation? **Not anticipated** Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7a - 6p • Saturday: _____ Not Anticipated • Sunday: _____ Not Anticipated • Holidays: _____ Not Anticipated 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hrs/day • Saturday: _____ 24 hrs/day • Sunday: _____ 24 hrs/day • Holidays: _____ 24 hrs/day
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
Ambient noise will increase temporarily during the construction phase from construction activities

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: No significant clearing of trees or natural barriers is anticipated.

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Pump station building doors will have exterior safety lighting. It is anticipated that new pump stations will be >250' from the nearest occupied structure. Days Inn pump station upgrade is anticipated to be >100 ft from any other building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: No significant clearing of trees or natural barriers is anticipated.

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ Estimated 1 tons per _____ month (unit of time)
- Operation: _____ 0.5 tons per _____ Year (unit of time) **Possible rag removal at pump stations.**

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Hauled away for disposal at county landfill.
- Operation: Pump station rags will be hauled away for disposal at county landfill.

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	8.80	9.20	+0.40
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) *	0.80	0.40	- 0.40
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features Middle Branch Mongaup (lakes, ponds, streams, rivers, etc.)	0.04	0.04	0
• Wetlands (freshwater or tidal)	0.20	0.20	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____ TOTAL	9.84	9.84	

* For 2 new pump stations

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): C353015
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): C353015
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 Former Grossingers Resort. Remediation at the site is complete. NYS DEC record is attached

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: C353015 Former Grossingers Resort
- Describe the type of institutional control (e.g., deed restriction or easement): Environmental Easement
- Describe any use limitations: None
- Describe any engineering controls: Site Management Plan (SMP)
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site (Per USGS Web Soil Survey (WSS))

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

<u>Ud -Udorthents</u>	<u>60</u> %
<u>WeB - Wellsboro Gravelly Loam</u>	<u>40</u> %
_____	_____ %

d. What is the average depth to the water table on the project site? Average: 2-4 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 100 % of site
 Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No
Middle Branch Mongaup, & Tribs

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified **regulated** wetland and waterbody on the project site, provide the following information:

- Streams: Name 815-237, 815-227, 815-229 Classification B(T)
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? **No new aboveground facilities in floodway.** Yes No

j. Is the project site in the 100-year Floodplain? **No new aboveground facilities in 100 yr floodplain** Yes No

k. Is the project site in the 500-year Floodplain? **No new aboveground facilities in 500 yr floodplain.** Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____
 Small game _____
 Deer _____
 Birds _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____
 Middle Mongaup fishing possible, but all new facilities in the area to be underground

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: SULL004

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: Eligible property: RESIDENCE, Manion's General Store and Post Office, Shelburne Playhouse, Fermdale School

iii. Brief description of attributes on which listing is based:

Utility work is planned to be subgrade in previously disturbed areas. Work, including pump stations, will not impact area historic or cultural resources

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource:

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):

iii. Distance between project and resource: miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

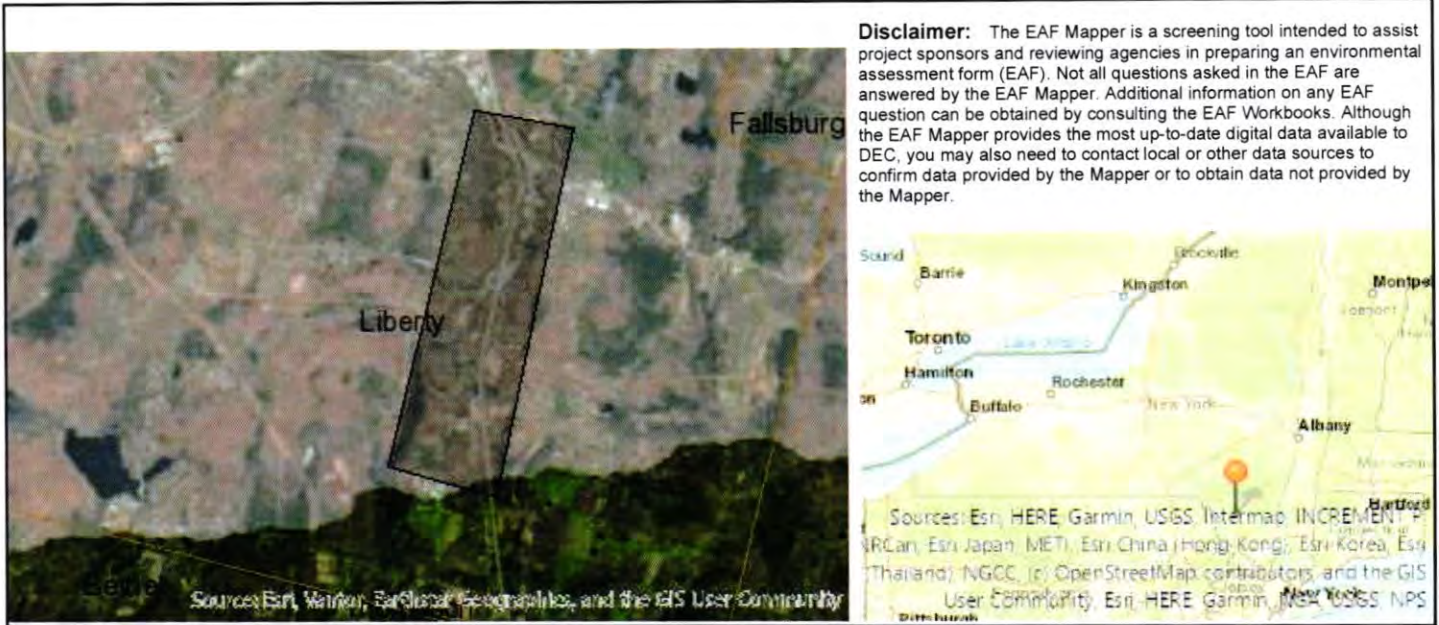
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Frank DeMayo Date May 18, 2026

Signature _____ Title Town Supervisor



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Major Basins:Upper Delaware, Remediaton Sites:C353015
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C353015
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C353015
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	815-237, 815-227, 815-229

E.2.h.iv [Surface Water Features - Stream Classification]	B(T)
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	SULL004
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:RESIDENCE, Manion's General Store and Post Office, Shelburne Playhouse, Ferndale School
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

TEMPORARY ROAD CLOSURE APPLICATION (TOWN ROAD)

Event Name: _____

Applicant Name: _____

Organization (if applicable): _____

Address: _____

Phone Number: _____

Email: _____

Road Name to be Closed: _____

Location / Limits of Closure: _____

Date of Closure: _____

Time of Closure (Start): _____ (End): _____

Description of Event: _____

Estimated Number of Participants: _____

Traffic Control Plan (attach if needed):

Emergency Access Plan:(attach if needed):

Insurance Information: _____

Carrier: _____

Policy Number: _____

Coverage Amount: _____

(Attach Certificate of Insurance naming Town as Additional Insured)

Applicant Signature: _____ Date: _____

OFFICE USE ONLY

Date Received: _____

Highway Superintendent Approval: _____

Town Board Approval (Res #): _____

Insurance Received: Yes / No

Emergency Services Notified: Yes / No

Approved: Yes / No

TOWN OF LIBERTY

TOWN ROAD CLOSURE CHECKLIST (PRIVATE EVENT)

- Application Received
- Event Details Complete (Date / Time / Location)
- Highway Superintendent Review
- Traffic Control Plan Provided
- Emergency Access Plan Provided
- Certificate of Insurance Received (Town Named Additional Insured)
- Indemnification Form (if required)
- Police / Sheriff Notified
- Fire Department / EMS Notified
- Town Board Approval (Resolution # _____)
- Notification to Residents affected by closure
- Barricades Scheduled / Installed
- Signage & Cones Prepared
- Closure Implemented
- Post-Event Inspection Completed

TOWN OF LIBERTY

TOWN ROAD CLOSURE CHECKLIST (PRIVATE EVENT)

- Application Received
- Event Details Complete (Date / Time / Location)
- Highway Superintendent Review
- Traffic Control Plan Provided
- Emergency Access Plan Provided
- Certificate of Insurance Received (Town Named Additional Insured)
- Indemnification Form (if required)
- Police / Sheriff Notified
- Fire Department / EMS Notified
- Town Board Approval (Resolution # _____)
- Barricades Scheduled / Installed
- Signage & Cones Prepared
- Closure Implemented
- Post-Event Inspection Completed
- Notification to Residents effected by closure

supervisordemayo townofliberty.org

From: Joel Kohn <joel@jkexpediting.com>
Sent: Tuesday, May 5, 2026 2:58 PM
To: supervisordemayo townofliberty.org
Cc: Shmuel Sandel
Subject: Mountainview Meadows Sewer Agreement
Attachments: SEWER AGREEMENT 2015.pdf

Good afternoon Supervisor Demayo,

As discussed last week, we are asking the Town to consider amending the attached sewer agreement, which was last amended in 2015, to allow for the full buildout of the site as originally approved in 1996.

The current agreement allows sewer discharge for up to 75 units. The fully built-out site will contain 135 units, which also includes the 12 mobile homes on Cherry Ln.

This matter was previously brought before the Town Board, at which time the Board recommended that the applicant study the I&I within the sewer system. That study was completed by the project engineer, with the Sewer Department present as well. The study found that the main areas contributing I&I to the sewer mains were the sewer manholes. Those issues have since been corrected, and there is no additional I&I entering the system.

Please add this matter to the May 18th Town Board agenda for further discussion and approval.

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

Sincerely,



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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF LIBERTY

By: Charlie Barbuti
Name: Charlie Barbuti
Title: Supervisor

AVIATOR II, INC.

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

supervisordemayo townofliberty.org

From: w.s.dept townofliberty.org
Sent: Thursday, May 7, 2026 8:44 AM
To: supervisordemayo townofliberty.org
Cc: d.knack townofliberty.org
Subject: Mountain View Meadows

Good Morning Frank,

Damon & Wayne were not on site for I & I study. They went the first day it was scheduled, they did not have what they needed to do testing, were going to call when they did it and never did.

The expansion is not supposed to exceed 75 units total.

Waiting on information from the DEC on how much more the plant can take and treat.

They are billed annually for sewer based on the number of units and slabs. They currently owe a total of \$65,573.76. They did not pay the bills last year and they were re-levied to the 2026 taxes.

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

FINES 1/2022 SECTION	PREVIOUS AMOUNT	NEW AMOUNT
✓ §1-10	\$250.00 OR IMPRISONMENT OR BOTH	AT LEAST \$250
§50-19	AT LEAST \$100 NOT MORE THAN \$250 AND/OR 15 DAYS IMPRISONMENT	AT LEAST \$250
§60-19 B	REMOVE SHALL KNOWINGLY / NOT MORE THAN \$1000	AT LEAST \$250
§60-21	NOT MORE THAN \$200	AT LEAST \$200
§62-10	NOT TO EXCEED \$250	AT LEAST \$100 NOT MORE THAN \$250
§64-13	NOT EXCEEDING \$250	AT LEAST \$250- OPEN ENDED
§74-9	NOT EXCEEDING \$250	AT LEAST \$250
§93-8	NOT EXCEEDING \$350	AT LEAST \$250 -OPEN ENDED
§100-10	NOT LESS THAN \$25 OR MORE THAN \$100	KEEP THE SAME
§103-5	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§107-11	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§109-10	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
	*IF VIOLATORS ARE RESISTANT OR NON-COMPLIANT THE PARK EMPLOYEE SHALL CONTACT THE APPROPRIATE PLACE FOR ASSISTANCE.	
§109-11	*(1) SMOKE OR DISPLAY ANY SMOKING DEVICE AT ANYTIME ON PARK PROPERTY.	
§111-14	NOT EXCEEDING \$250	AT LEAST \$250 -OPEN ENDED
§117-9	NOT LESS THAN \$25 NOR MORE THAN \$100	AT LEAST \$250- OPEN ENDED
§121-41	NOT EXCEEDING \$250 AND/OR NOT MORE THAN 15 DAYS IMPRISONMENT	AT LEAST \$250-OPEN ENDED
§125-13A	NOT LESS THAN \$500 NOT MORE THAN \$1,500	NOT LESS THAN \$500 NOT MORE THAN \$1,500
§125-13B	NOT EXCEEDING \$250	AT LEAST \$250-OPEN ENDED
§125-28B	NOT MORE THAN \$50	AT LEAST \$50

Tempor w/code

§125-28C	NOT MORE THAN \$100 AND/OR IMPRISONMENT NOT EXCEEDING 15 DAYS	AT LEAST \$100
§128-20	NOT MORE THAN \$500	AT LEAST \$250
§136-11	NOT MORE THAN \$500 AND/OR IMPRISONMENT NOT EXCEEDING 15 DAYS	AT LEAST \$250
§139-21A	NOT TO EXCEED \$250	AT LEAST \$250
§139-21B	NOT TO EXCEED \$250	AT LEAST \$250
§139-21C	NOT TO EXCEED \$250	AT LEAST \$250
§141-4	NOT TO EXCEED \$250 AND/OR IMPRISONMENT NOT EXCEEDING 15 DAYS	AT LEAST \$250
§144-12	NOT EXCEEDING \$250 AND/OR NOT MORE THAN 15 DAYS IMPRISONMENT	AT LEAST \$250

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 1. General Provisions

Article I. Adoption of Code

§ 1-10. Penalties for tampering with Code.

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

Any person who, without authorization from the Town Clerk, changes or amends, by additions or deletions, any part or portion of the Code of the Town of Liberty or who alters or tampers with such Code in any manner whatsoever which will cause the legislation of the Town of Liberty to be misrepresented thereby or who violates any other provision of this local law shall be guilty of an offense and shall, upon conviction thereof, be subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time, or imprisonment for a term of not more than 15 days, or both.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 50. Animals

Article I. Dog Control

§ 50-19. Penalties for offenses.

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

Unless otherwise provided by the Agriculture and Markets Law of the State of New York or specified in any other section of this article, any violation of any provision of this article shall be punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment of not more than 15 days or both.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 60. Building Construction and Fire Prevention Administration

Article V. Remedies

§ 60-19. Penalties for offenses.

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

In accordance with § 382 of Article 18 of the Executive Law of the State of New York and as the same shall be amended from time to time:

- A. It shall be unlawful for any person, firm or corporation to construct, alter, repair, move, equip, use or occupy any building or structure or portion thereof or to maintain property, or allow the same, in violation 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 to fail in any manner to comply with a notice, directive or order of the Code Enforcement Officer or to construct, alter, use or occupy any building or structure or part thereof, or to allow the same, in a manner not permitted by an approved building permit or certificate of occupancy.
- B. 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 punishable by fine in such amount as may be established by resolution of the Town Board from time-to-time, or imprisonment for not more than one year, or both. Each day that a violation continues shall be deemed a separate offense.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 60. Building Construction and Fire Prevention Administration

Article V. Remedies

§ 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, NY
Tuesday, May 12, 2026*

Chapter 62. Buildings, Numbering of

§ 62-10. Penalties for offenses.

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

Any person, corporation, partnership or other entity violating any of the provisions of this chapter shall, upon conviction, be guilty of a violation punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time. Each calendar week or portion thereof that said violation continues shall be deemed a separate violation.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 64. Buildings, Unsafe

§ 64-13. Penalties for offenses.

[Added 7-8-1996 by L.L. No. 4-1996; amended 4-7-2025 by L.L. No. 3-2025]

Any violation of any of the provisions of this chapter shall be punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment for not more than 15 days, or both

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 74. Electrical Inspections

§ 74-9. Penalties for offenses.

[Amended 7-8-1996 by L.L. No. 4-1996; 4-7-2025 by L.L. No. 3-2025]

Except as provided in Executive Law § 382, any person, firm or corporation who shall violate any of the provisions of this chapter or any rule or regulation made pursuant thereto shall be punished by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment of not more than 15 days, or both. Each day of such violation shall constitute a separate offense and be subject to a separate punishment thereof.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 93. Junkyards

§ 93-8. Penalties for offenses.

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

- A. Any person, partnership, association or corporation who violates any provision of this chapter shall be guilty of an offense against this chapter and subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time. Each day of continued violation after notice thereof shall constitute a separate and distinct violation.
- B. In addition to the above-provided penalties, the Town Board may also maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of any portion of this chapter.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 100. Mobile Homes and Mobile Home Parks

§ 100-10. Penalties for offenses; additional remedies.

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

- A. Any person, partnership, association or corporation who violates any provision of this chapter shall be guilty of an offense against this chapter and subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time. When a violation of any of the provisions of this chapter is continuous, each day or portion thereof shall constitute a separate and distinct violation.
- B. In addition to the above provided penalties, the Code Enforcement Officer may maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with this chapter or to restrain by injunction the violation of this chapter.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 103. Multiple Residence Owners

§ 103-5. Penalties for offenses.

[Amended 5-13-1976; 4-7-2025 by L.L. No. 3-2025]

Any person committing an offense against any provision of this chapter shall be guilty of a violation punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment. The continuation of an offense against any provision of this chapter shall constitute a separate and distinct offense hereunder for each period of 24 hours the offense is continued.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 107. Noise

§ 107-11. Penalties for offenses.

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

Any person who violates any provision of this chapter shall be deemed guilty of an offense and, upon conviction thereof, shall be punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time. Each day that a violation shall continue shall constitute a separate offense.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 109. Parks

§ 109-10. Penalties for offenses.

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

- A. Any person who shall violate any provision of this chapter shall be guilty of a violation and, upon conviction thereof, be punished by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment for a term not to exceed 15 days, or both.
- B. In addition to the penalties set forth in Subsection A above, in the event of a violation of any provision of this chapter or of any condition set forth in any permit issued pursuant hereto, the permit may be revoked, the person or persons to whom it was issued and their invitees may be directed to leave the park or facility and such person or persons may be barred from future use of the park or facility for such period of time as may be determined by the Town Parks and Recreation Board.

§ 109-11. Rules of conduct.

- A. No person or group of persons shall, while upon any Town park, playground or recreational facility:
 - (1) Be in or use the same for any purpose during the hours that such facility is closed or when such facility or a part thereof is posted "Closed."
 - (2) Bring in a dog that is not on a leash. Dogs must be under direct supervision of the owner. Owners are responsible for care and cleanup of their dogs.
 - (3) Swim in lakes, ponds or streams.
 - (4) Carry or possess firearms of any description, air rifles, spring guns, bow and arrows, slings or any other forms of weapons potentially inimical to wildlife and dangerous to human safety or any instrument that can be loaded with and fire blank cartridges or any kind of trapping device. Shooting into park areas from beyond park boundaries is forbidden. This subsection shall not apply to law enforcement officers.
 - (5) Build or use a fire except in those areas designated for that purpose.
 - (6) Erect a camp, tent or structure of any kind.
 - (7) Create unnecessary noise, or excessive noise in any manner.
 - (8) Damage or deface any area, building, sign, equipment or other property found within the park. Nor shall any tree, flower or shrubbery be removed or destroyed.
 - (9) Bring in or dump upon, deposit or leave any bottles, broken glass, trash, garbage or other refuse, except in connection with the proper use of the property and placed in proper receptacles where provided for such matter, and, where receptacles are not provided, such matter shall be carried away by the person responsible for its presence and properly

disposed of elsewhere.

- (10) Conduct business, sell or solicit in any manner, unless permission is granted by the Town of Liberty Parks and Recreation Director and a permit is obtained from the Town of Liberty Town Clerk.
 - (11) Conduct themselves in a disorderly or indecent manner or commit any indecent act or use profane, indecent or obscene language or gestures, fighting or assaulting another person, or interfere with or disturb any other person using or enjoying such facility.
 - (12) Drive, operate, use or bring into any park any automobile, motorcycle, minibike, ATV, snowmobile or any other motor vehicle, except that properly licensed vehicles may be brought to designated parking areas, if any, using designated roads for that purpose unless special written permission is received from the Parks and Recreation Department.
 - (13) Bring or ride a horse within the parks or facilities.
 - (14) Enter with a group comprised of 25 or more without a valid group permit. A permit must be obtained from the Parks and Recreation Department for permitted use of any park area or facility for groups larger than 25.
 - (15) Bring in glass bottles.
 - (16) Use hibachis and personal grills on picnic tables. The same shall be placed on park grills.
 - (17) Have in possession or cause to be exploded or discharged any firecrackers, fireworks or similar thing.
 - (18) Post or otherwise place any sign, placard or advertisement whatever, unless authorized by the proper authority.
 - (19) Persons failing to comply with the reasonable demands or directions of any authorized personnel attending the parks or facilities shall forfeit all privileges with regard to use of all facilities. No fees shall be refunded in the event of any such forfeiture.
 - (20) Use the park or facility in a manner inconsistent with any permit issued for such use.
- B. The foregoing rules of conduct are subject to change from time to time by resolution of the Town Board.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 111. Peddling and Soliciting

§ 111-14. Penalties for offenses.

[Amended 7-8-1996 by L.L. No. 4-1996; 4-7-2025 by L.L. No. 3-2025]

Any person violating any of the provisions of any of the sections of this chapter shall be subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time, or to an imprisonment term of not more than 15 days, or both.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 117. Recreational Vehicle Parks

§ 117-9. Penalties for offenses; additional remedies.

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

- A. Any person, partnership, association or corporation who violates any provision of this chapter shall be guilty of an offense against this chapter and subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time. When a violation of any of the provisions of this chapter is continuous, each day or portion thereof shall constitute a separate and distinct violation.
- B. The Code Enforcement Officer may, in addition to the above-provided penalties, maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with this chapter or to restrain by injunction the violation of this chapter.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 121. Sewers and Sewage

Article XI. Enforcement and Penalties

§ 121-41. Penalties for offenses; other remedies.

[Amended 7-8-1996 by L.L. No. 4-1996; 4-7-2025 by L.L. No. 3-2025]

- A. A violation of the provisions of this chapter is an offense, and each such violation may be punished by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment for not more than 15 days, or both. In lieu of, or in addition to, such fine, each such violation shall be subject to a civil penalty, in such amount as may be established by resolution of the Town Board from time-to-time, to be recovered in an action or proceeding brought by the Town Attorney of the Town of Liberty in the name of the Town and the district in a court of competent jurisdiction. Each day a violation continues shall be subject to a separate fine or civil penalty.
- B. The Town Attorney of the Town of Liberty may maintain an action proceeding in the name of the Town and the district in a court of competent jurisdiction to compel compliance with, or restrain by injunction, any violation of this chapter, notwithstanding the provisions hereof for a penalty or other punishment.
- C. Where any violation of this chapter causes additional expense to the Town or the district, the Town or the district shall have a cause of action against the violator to recover such additional cost. The cause of action may be asserted at the discretion of the Administrator and shall be in addition to the fine, penalty and injunction hereinabove provided and shall be brought by the Town Attorney of the Town of Liberty in the name of the Town and the district in a court of competent jurisdiction.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 125. Solid Waste

Article I. Garbage, Rubbish and Refuse

§ 125-13. Penalties for offenses.

[Amended 10-18-2004 by L.L. No. 4-2004; 3-20-2006 by L.L. No. 2-2006; 8-15-2016 by L.L. No. 2-2016; 4-7-2025 by L.L. No. 3-2025]

- A. Any person committing any offense against the provisions of § **125-4** of this article shall be guilty of a misdemeanor punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment for a term not exceeding one year, or by both such fine and imprisonment. The continuance of an offense against any provision of § **125-4** of this article shall be a separate and distinct offense hereunder for each period of 24 hours the offense is continued.
- B. Any person committing any offense against any other provision of this article shall be guilty of a violation punishable by a fine not exceeding \$250 or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment. The continuation of an offense against any such provision of this article shall be a separate and distinct offense hereunder for each period of 24 hours the offense is continued.
- C. In addition to the above-provided penalties and punishment, the Town Board may also maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction any violation of this article.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 125. Solid Waste

Article II. Recycling

§ 125-28. Penalties for offenses.

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

Any person who commits a violation of this article shall be subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time, or to an imprisonment term of not more than 15 days, or both.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 128. Streets, Highways and Sidewalks

Part 3. Access to Town Streets, Highways and Roads

Article IV. Access Requirements

§ 128-20. Penalties for offenses.

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

Any person who shall commit or assist in the commission of any violation of this Part 3 or who shall build, erect, construct or attempt the same contrary to the plans or specifications submitted to the Town Highway Superintendent and by the Town Highway Superintendent certified and approved as complying with this Part 3, and any person who shall omit, neglect or refuse to do any act required by this Part 3 shall be subject to a fine in such amount as may be established by resolution of the Town Board from time-to-time, to be recovered by the Town Board in any court of competent jurisdiction. Every such person shall be deemed guilty of a separate offense for each day that such violation, disobedience, omission, neglect or refusal shall continue. Where the person committing such violation is a partnership, association or corporation, the principal executive officer, partner, agent or manager may be considered to be the person for the purpose of this Part 3.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 136. Towing and Road Service

§ 136-11. Penalties for offenses.

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

A violation of this chapter shall be punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment not exceeding 15 days, or by both such fine and imprisonment.

Town of Liberty, NY
Tuesday, May 12, 2026

Chapter 139. Vehicles and Traffic

Article IV. Handicapped Parking

§ 139-21. Penalties for offenses.

[Amended 7-8-1996 by L.L. No. 4-1996; 4-7-2025 by L.L. No. 3-2025]

- A. Any person who violates the provisions of §§ 139-16 and 139-18 shall be guilty of an offense punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time.
- B. Any person who knowingly destroys or defaces any handicapped parking space or a sign or pavement marking designating such handicapped parking space shall be guilty of an offense punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time.
- C. In addition to any other penalty or cost provided herein, any person who knowingly refuses to provide the required number of handicapped parking spaces established by this article or any state law shall be guilty of an offense punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time.^[1]

[1] *Editor's Note: Former Art. V, Surcharge Pursuant to Vehicle and Traffic Law § 1808-d, which article comprised §§ 139-22 through 139-25, as added 10-18-2004 by L.L. No. 3-2004, was repealed 2-22-2005 by L.L. No. 3-2005.*

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 141. Vehicles on Town Property

§ 141-4. Penalties for offenses.

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

Any person committing any offense against any provision of this chapter shall be guilty of a violation punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment.

*Town of Liberty, NY
Tuesday, May 12, 2026*

Chapter 144. Water

§ 144-12. Penalties for offenses; enforcement.

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

Any violation of this chapter or any rule or regulation adopted hereunder shall be deemed a violation punishable by a fine in such amount as may be established by resolution of the Town Board from time-to-time, or by imprisonment not to exceed 15 days, or both. The Town Board also shall have the right to enforce this chapter or any rule or regulation adopted hereunder by an action or proceeding for an injunction or by any other remedy available to it under law.

Town of Liberty Mobile Bathroom Vendor and
Product Quote and Procurement Information
(Sourcewell)



A New York State municipality can legally use [Sourcewell](#) to piggyback on existing contracts, even though Sourcewell is located in Minnesota.

New York General Municipal Law (GML) § 103(16) explicitly permits political subdivisions to piggyback on contracts let by the United States government, any state, or any other political subdivision outside of New York. Because Sourcewell is legally structured as a public service cooperative and local unit of government by the Minnesota legislature, it qualifies as an out-of-state government entity under New York law. GML 103(16) Attached

The municipality must ensure the specific procurement satisfies New York's three-prong legal test for out-of-state piggybacking:

1. The Underlying Prerequisites

- **Governmental Entity:** The original contract must have been let by a government agency, not a private third party. Sourcewell satisfies this since it acts as a public corporation.
- **Piggyback Language:** The original Sourcewell bid solicitation must have explicitly stated that the contract could be shared with and used by other public governmental entities nationwide. (See Attached Sourcewell Solicitation to 8540527 Canada Inc., DBA Comac Corp and Niu Toilet; And, American Cargo Group Trailers.)
- **Lowest Bidder or Best Value:** The contract must have been originally awarded using standard competitive bidding rules matching NYS criteria—either to the lowest responsible bidder or on a "best value" basis.

2. Purchase Limitations

- **Eligible Items:** Municipalities can only piggyback to purchase apparatus, materials, equipment, supplies, and directly related services like installation, maintenance, or repair.
- **Public Works Restriction:** New York law strictly prohibits using out-of-state cooperative contracts like Sourcewell for public works contracts (such as building infrastructure, paving, or major facility construction). Those must always be independently bid locally under standard GML rules.

3. Required Documentation

The municipality's procurement officer must maintain a local "due diligence" file to prove compliance to the [NYS Office of the State Comptroller \(OSC\)](#). This file must include:

- A copy of the original Sourcewell master contract and solicitation. (See Attached Contracts and follow links to procurement documentation below.)
- Proof that the vendor was evaluated through a competitive process matching New York's requirements.
- Cost-justification proving that using the Sourcewell contract provides financial savings or administrative efficiencies over a traditional local bid.

NIU Toilet

[RFP](#)

[Proof of Publication](#)

[Proposal Opening Record](#)

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American Cargo Group

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STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
110 STATE STREET
ALBANY, NEW YORK
12236

To: Chief Fiscal Officers

Subject: “Piggybacking” On Certain Other Governmental Contracts – Exception to Competitive Bidding (Updated – March 2025)

Please provide copies of this bulletin to others who may need this information.

Background

Effective August 1, 2012, a new subdivision 16 was added to General Municipal Law (GML) § 103 to authorize political subdivisions and districts therein to purchase apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The contract must be made available for use by other governmental entities.

GML § 103 (16), which functions as an exception to GML § 103 (1), also requires that the contract be let either to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103. GML § 103 (16) is now scheduled to expire on June 30, 2026.¹

Political subdivisions (other than New York City) that wish to make procurements under GML § 103 (16) through the use of a contract let on the basis of best value must have first authorized the use of best value for awarding their own purchase contracts by local law, or in the case of district corporations (e.g. fire districts), school districts and BOCES, rule, regulation, or resolution. This authorization may be accomplished by the adoption of a single local law or single rule, regulation, or resolution. The stated purpose of GML § 103 (16) is to reduce administrative and product cost, and increase efficiencies.²

Many local governments have been approached by vendors offering goods and services under other governmental contracts and, in some cases, vendors have asserted that the contract falls within the exception in GML § 103 (16). It is the responsibility of local officials to review each proposed procurement to determine, on advice of the local government’s counsel as appropriate, whether the procurements falls within the exception. To assist local government officials in undertaking this review, we offer the following guidance.

Three Prerequisites

There are three prerequisites that must be met in order for a procurement of apparatus, materials, equipment and supplies, and related installation, repair and maintenance services, to fall within this exception:

- (1) The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties (e.g., a private company, association or not-for-profit corporation is the party awarding the contract to the vendor), and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.

The phrase “any state or other political subdivision or district therein” clearly includes other states, and political subdivisions in other states. In our view, it also includes New York State political subdivisions. Therefore, in addition to the current competitive bidding exception for certain purchases through contracts of New York State counties (County Law § 408-a; GML § 103 [3]), local governments also may purchase through qualifying contracts let by other New York State political subdivisions under this exception.

- (2) The contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In general, this would occur by inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities. Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.
- (3) The contract must have been “let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section.” The term “consistent with this section” refers to General Municipal Law § 103 (and related case law) applicable to New York State political subdivisions. The purchasing local government would need to obtain background information on the procedures used to let the contract and, as necessary, consult with its counsel, to determine whether this prerequisite is met. Additional guidance on complying with this prerequisite follows.

Note, however, that a recent state supreme court decision holds that the use of the piggybacking exception set forth in GML § 103 (16) is not available for public works, public works contracts, and public works projects.³

Determining Consistency with GML § 103

In order for a non-New York contract to have been let to the lowest responsible bidder or on the basis of best value (competitive offering) in a manner “consistent” with GML § 103, the procedures used by that government need not be exactly the same as those under GML § 103. Rather, the procedures for letting the non-New York contract must be in harmony or general agreement with, and further the same principles as the competitive bidding or best value requirements of GML § 103.⁴ In this regard, the courts in this state have stated that the underlying purposes of GML § 103 are to guard against favoritism, improvidence, extravagance, fraud and corruption, and to foster honest competition in order that the local government may obtain the best goods and services at the lowest possible price to protect the public fisc.⁵

Based on the provisions of GML § 103 as construed by the courts in this State, and the underlying purposes of GML § 103, we believe there are four fundamental elements that should be present in the procedures used by the non-New York entity in letting its contract in order for the process to have been let to the lowest responsible bidder or on the basis of best value consistent with GML § 103. These elements are:

- Public solicitation of bids or, in the case of best value, offers. A public solicitation is consistent with the statutory advertising requirement in GML § 103, and serves to ensure that the purposes of GML § 103 are furthered.
- Submission of sealed bids or offers, or analogous procedures to secure and preserve the integrity of the process and confidentiality of the bids or offers submitted. A secure competitive bidding or best value process is consistent with the sealed competitive bidding and competitive offering requirements of GML § 103 and helps foster honest competition and guard against collusion.
- Preparation of specifications, or a similar document that provides a common standard for bidders or offerers to compete fairly. Consistent with the purposes of GML § 103, the contracting entity, in advance of the submission of bids or offers, should convey the nature of the goods or services and other information necessary for prospective bidders or offerers to make an intelligent evaluation and bid or offer, without being unduly restrictive.⁶ In the case of a best value process, this generally should include a description of the manner in which the evaluation of the offers and award of the contract will be conducted and, as appropriate, identify the relative importance or weight of price and non-price factors.⁷
- Award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder, or in the case of a best value process, an award to the responsive and responsible offerer⁸ which optimizes quality, cost and efficiency, reflecting objective and quantifiable analysis, whenever possible.⁹ A contract awarded through a negotiation process would not be consistent with the requirements and purposes of awarding to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103.

Other Factors to Consider: Internal Controls.

- Contractual Relationship. By placing an order with the contract vendor, the purchasing local government generally will be entering into a contractual relationship with that vendor in accordance with the terms and conditions of the contract. Accordingly, local officials, in consultation with the attorney for the local government as necessary, should carefully review those terms and conditions before making the purchase. In some cases, the contract may have been let in a manner consistent with GML § 103, but the terms and conditions of the contract may conflict with other New York State laws or regulations.¹⁰ This could result in the local government being unable to use the contract.
- Audit of Claims. The payment to the contract vendor will be subject to standard procedures for claims processing, including audit of claims procedures.
- Cost Savings Justification. Unlike amendments to GML §§ 103 (3) and 104 pertaining to county and certain federal contracts (e.g. L 2003, ch 62; L 2011, ch 97), GML § 103 (16) does not expressly require local governments to consider whether the contract will result in cost savings. Nonetheless, local officials should perform a cost-benefit analysis before utilizing this exception. This will help ensure that the local government is furthering the underlying purposes of GML § 103(16), and that the procurement is consistent with the purposes of GML § 103. The analysis should be used to demonstrate whether “piggybacking” is cost effective and should consider all pertinent cost factors, including any potential savings on the administrative expense that would be incurred if the local government initiated its own competitive bidding or best value process.
- Documentation. Local governments should maintain appropriate documentation to allow for a thorough review of the decision to use this exception to competitive bidding by local government officials, external auditors and taxpayers. This documentation may include such items as copies of the contract, analysis of the contract to ensure it meets the three prerequisites stated above, and cost savings analysis including consideration of other procurement methods.

Procurements Below the Bidding Monetary Threshold; Policies and Procedures

As noted, GML § 103 (16) provides an exception to the requirements of subdivision one of that section. However, procurements that are below the monetary thresholds set forth in Section 103 (1) (or otherwise fall within another exception, such as emergency purchases) already are exempt from the requirements of GML § 103. Those procurements, instead, are subject to the local government’s own procurement policies and procedures adopted pursuant to GML § 104-b. Therefore, whether a local government may make purchases that are below the statutory thresholds by “piggybacking” on contracts let by governmental entities listed in GML § 103 (16) will be governed by the local government’s own procurement policies.

Please feel free to contact Mark Stevens in our Division of Legal Services (518-402-4437) with legal questions, and the State Comptroller's regional office that serves your local government with internal control and documentation questions.

End Notes

¹ See L 2014, ch 55, part G as amended by L 2022, ch 455.

² NY Senate and Assembly Memos in Support of S. 5525-C/A. 8034-C, 2012. The amendment also states that the authority provided in GML § 103 (16) does not relieve any obligation of the local government to comply with any applicable M/WBE business enterprise mandates and the preferred source requirements of State Finance Law § 162.

³ See, Matter of Daniel J. Lynch v Board of Education of the Maine-Endwell Central School District, 2025 NY Misc. LEXIS 711 (Broome Co. Sup. Ct. 2025).

⁴ See e.g. Stocker v Sheehan, 13 AD3d 1.

⁵ See e.g. AAA Carting v Town of Southeast, 17 NY3d 136; Associated General Contractors v New York State Thruway Authority, 88 NY2d 56; Jered v NYCTA, 22 NY2d 187; see also GML § 100-a.

⁶ See e.g. AAA Carting v Town of Southeast, 17 NY3d 136; Browning-Ferris v City of Lackawanna, 204 AD2d 1047; Progressive Dietary v Wyoming County, 90 AD2d 214; Matter of L & M Bus Corp. v New York City Dept. of Educ., 17 NY3d 149; Gerzof v Sweeney, 16 NY2d 206.

⁷ See e.g. State Finance Law § 163 (9) (b).

⁸ Whether a bidder or offerer is "responsible" involves a factual, case by case examination into a bidder's background, assessing factors such as a bidder's capacity and financial ability to complete the contract, accountability, reliability and integrity (see e.g. DeFoe v New York City, 87 NY2d 754; Abco Bus v Macchiorola, 75 AD2d 831, rev'd on dissent 52 NY2d 938; State Finance Law § 163 [1] [c]). For purposes of a contract that has been awarded on the basis of best value, a "responsive" offerer is offerer meeting the minimum specifications or requirement prescribed in the procurement solicitation (see State Finance Law § 163 [1] [d]).

⁹ GML § 103 (1); SFL § 163 (1) (j); see e.g. Matter of Transactive v New York State Department of Social Services, 236 AD2d 48, aff'd on other grounds 92 NY2d 579. If the contracting entity let the best value contract based on criteria that was not objective and quantifiable, some form of justification should be provided (see State Finance Law § 163 [9] [a]).

¹⁰ For example, an out-of-State contract may require advance payment to the vendor. With limited exceptions, local governments may not pay a claim for goods or services prior to audit and approval by the claims auditing body or official, or prior to the receipt of goods or services (see e.g. Town Law § 118; Village Law § 5-524 [4]; County Law § 369 [2]; Education Law § 1724; 8 [A-2] NYCRR § 170.2 [k]). Therefore, such a clause may conflict with New York State statutes.

**Solicitation Number: RFP 081721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 8540527 Canada, Inc., dba Comac Corporation and Niu Toilet, 576 Industrial Blvd., Saint-Eustache QC J5R 5V3 Canada (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

8540527 Canada, Inc.,
dba Comac Corporation and Niu Toilet

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
10/13/2021 | 1:32 PM CDT
Date: _____

DocuSigned by:
Jeffrey Cohen
B3004A88248E49C...
By: _____
Jeffrey Cohen
Title: Sales/Marketing Director
10/14/2021 | 9:48 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
10/14/2021 | 9:49 AM CDT
Date: _____

RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: 8540527 Canada Inc

Does your company conduct business under any other name? If yes, please state: Comac/Niu Toilet

Address: 576 Industrial Blvd
St Eustache, QC J7R 5V3

Contact: Tony Volpe

Email: tony@niutoilet.com

Phone: 705-571-5438

Fax: 450-628-4677

HST#: 842712861-0001

Submission Details

Created On: Friday July 30, 2021 12:06:27

Submitted On: Tuesday August 17, 2021 12:17:31

Submitted By: Tony Volpe

Email: tony@niutoilet.com

Transaction #: 6105fe45-aa5e-46b0-b648-ea13489b64d2

Submitter's IP Address: 184.145.204.163

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response*
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	8540527Canada, Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Niu Toilet, Comac Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Comac Corporation Niu Toilet , Comac Sani Division
4	Proposer Physical Address:	576 Industrial Blvd Saint-Eustache, QC J5R 5V3 Canada
5	Proposer website address (or addresses):	www.niutoilet.com www.comaccorporation.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeffrey Cohen- Sales/Marketing Director 576 Industrial Blvd Saint-Eustache, QC J5R 5V3 Canada jeffc@comaccorporation.com (514) 444-3161
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeffrey Cohen Sales/Marketing Director jeffc@comaccorporation.com 514-444-3161
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Volpe- Sales (705) 571-5438 tony@niutoilet.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Comac Corporation Inc. was founded in 1984 with the focus to build and dominate the industrial hand dryer market. Our goal has always been to supply the finest quality and most up to date sanitization and disinfection products and accessories, and have done so successfully. Within the last 2 years- Comac has launched NIU TOILET- with a very positive market response. NIU TOILET's offerings consists of permanent washroom structures, portable toilets, trailer toilets and portable shower stalls- standard or ADA compliant- designed for use in public and private sector, while meeting the highest existing standards and practices required for today's changing pandemic conditions.
10	What are your company's expectations in the event of an award?	To carry out the award with diligence, professionalism and attention to detail.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Annual Sales- 2-3 million 2.5 million LOC, currently using 0 % used, self finance, 1 million in inventory
12	What is your US market share for the solutions that you are proposing?	50% approximately
13	What is your Canadian market share for the solutions that you are proposing?	50% approximately
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Canadian Manufacturer with a combination of full-time employees, authorized agents and distributors, including full sales and service support.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	control goods certified, ISO 9001, CSA, CE, ROHS, ULC, LED Certified, BOMA Certified
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Comac - ACRIQ award for innovation and R&D 2019, Mercedor for international affairs and commerce All shown on our website- www.comacorporation.com
19	What percentage of your sales are to the governmental sector in the past three years	25%
20	What percentage of your sales are to the education sector in the past three years	55%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Transport Ministry of Quebec - mandated to make accessible and intelligent washrooms in Quebec. 1.4 million
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Peel Regional School District	Peter Gatner	905-890-1010
McDonalds Canada	Jeff Kelly Operations Manager	519-383-7511
Quebec Ministry of Transport	Martin Syndrom	1-888-355-0511

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Peel Regional School District	Education	ON - Ontario	Hand dryers, UV HVAC system	23k	130k
Ottawa School Board	Education	ON - Ontario	Hand dryers, UV HVAC, Smart Toilets	27k	142k
Quebec School District	Education	QC - Quebec	Hand Dryers, UV HVAC, touches bathroom accessories	47K	160K
Montreal International Airport	Government	QC - Quebec	HVAC, Hand Dryers, touchless bathroom accessories	20K	200k
Toronto Pearson Airport	Government	ON - Ontario	HVAC, Hand Dryers, touchless bathroom accessories	33K	200k

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Canada / USA / International
26	Dealer network or other distribution methods.	We work with independent and stocking distributors across the globe and are a Supplier Member to many specific buying groups and associations related to our products and services
27	Service force.	Full time in house service staff with both employees and outside independent agents/ reps for service as well.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be reviewed, confirmed, and handled in house by parent company Comac and primary or secondary contact.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All our products have guarantees- so any customer service issues should arrive by email directly or through or through Sourcwell portal- and then all matters are addressed and handled within 24-48 hours and confirmed by primary or secondary contact who will as well- maintain and manage contracts/ respond in a timely fashion/ and complete any business reviews to Sourcwell and Participating Entities, if applicable.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	100% as we are currently doing business in USA
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	100% as we are currently doing business in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will work with all Sourcwell participating entity sectors.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response*
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We would proudly announce this contract opportunity- and what this contract represents for our company and affiliates and customers with online marketing/email marketing and other forms of advertising (print/media/etc) We feel- especially in regards to this RFP- that our products are ideal and can really help society now- so we will try to make that clear within our strategy and marketing materials all while promoting Sourcewell and related partners at the same time.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are very active on social media through many platforms; and will promote the relationship and developments of this contract with any related published materials, media links, or communications through our own websites as well as all our many social media links
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We hope to work closely with Sourcewell- recognized as the first contact- and we will incorporate and utilize any Sourcewell logos/imagery within our marketing materials and promotions if authorized and approved by Sourcewell.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are very specific and are not sold online. Only information is available online

Table 8: Value-Added Attributes

Line Item	Question	Response*
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available online or in person for all products, at no charge. Provided by Comac/Niu service department or agents.
40	Describe any technological advances that your proposed products or services offer.	All our products are designed for todays pandemic conditions with touchless options, bacteria free surfaces, self cleaning mechanisms, light disinfection, ULVC disinfection, GPRS remote monitoring, active emergency services and more. All our units have a GPRS- which is a remote monitoring system for the owner/operator of the unit providing information and usage- thus allowing for less maintenance, energy and resouce savings.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	LEED certified, Greenspec certification up to 87% materials.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hydro Quebec -, Hydro One IRQ awarded ACRIQ accredited
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our brand new Canadian Made designs related to this RFP are the most up to date and technical solutions being built today- with specific focus on disinfection and sanitization. Our models are custom designed for proper updated solutions to sanitary needs in regards to todays trailer and portable toilet industry. We can modify and custom design any interior layout to suit customers needs and specifications.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Our warranties cover all products and parts used within our units. Labor is not included.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our products are meant to be used as intended- and certain products are anti-theft/graffiti/etc. However- If products are tampered with - warranty does not apply.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	NO- warranty repairs can be done wherever our products are placed/installed.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We assume all responsibility for any parts and their respected warranties.
50	What are your proposed exchange and return programs and policies?	Depending on product and actual issue; as well as the physical location- this is to be discussed and handled accordingly in a timely and responsible manner.
51	Describe any service contract options for the items included in your proposal.	N/A

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Our services rely on quick performance, accuracy, consistency, and quality work provided by reliable employees while keeping our mission and objectives clear. We stand behind our designs and guarantee to provide units that perform as expected.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The initial response to our toilet and shower units has provided the indicators for our advancements and investments into our product line- as well as our growth in our manufacturing and production abilities.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	NET 30 on purchase orders. Depending on order size/value- a 25% deposit may be required. All payment types accepted Wire Transfer, Letter of credit, Certified check, credit card
55	Describe any leasing or financing options available for use by educational or governmental entities.	Financing and leasing options available through our own company or a 3rd party.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We accept purchase orders, sales orders, buying contracts-, etc. All conditions and terms of sale to be clearly indicated on sales order confirmation
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response*
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Specific line-item discounted pricing and pricelist will be provided for this RFP- with all conditions/terms/etc indicated on pricelist see uploaded price lists
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	3-5%
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts: <ul style="list-style-type: none"> • 250 000\$ to 500 000\$ (Calculated by Fiscal year) 2.9% discount • 500 001\$ to 750 ,000\$ (Calculated by Fiscal year) 3.9% discount • 750,001\$ to 1000 000\$ (Calculated by Fiscal year) 5% discount
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a flat 10% additional charge for our permanent-fixed washroom/shower facility/structures due to the set-up and all requirements
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Each order will be reviewed individually with the participating entity and then shipping costs will be calculated based on product weight and final destination. Comac will ensure and guarantee delivery for each unit purchased.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All the same terms and programs apply to these destinations- which will be identified at time of order submission and will be calculated based on product weight and specific requirements.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is:*	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	With the potential of the RFP- we have decided to make our pricing even more appealing with a better discount

Table 13: Audit and Administrative Fee

Line Item	Question	Response*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Comac will keep and provide weekly and monthly updates as to the status of each product and RFP- by verifying and monitoring all details of order and production process from start to finish. We will identify each order in our system with a unique code for accounting and sales reports and this information will be relayed to participating and necessary entities as required for the RFP and by all necessary obligations and requirements for auditing purposes.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will confirm the date of order placement and actual delivery required date and determine if any costs have increased due to market conditions compared to actual shipping time frame.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We focus on brand new designs of efficient, environment friendly and high-tech portable washrooms, trailer toilets, portable shower stalls, and permanent fixed washroom structures/buildings-both standard and ADA compliant- all made with materials and equipment oriented towards the highest hygiene standards required for todays changing market and global pandemic conditions; and using the newest and latest technology in regards to these units and models.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	washroom upgrades washroom renovations public sanitary solutions portable restrooms portable showers Disaster relief Homeless outreach centers Firefighting emergency services Temporary structures Bunk Houses

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Newest and latest technology related to this requirement with all equipment and with specific design features for remote monitoring.
73	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	All units are custom designed and we offer the newest developments in technology and sanitization- and can modify any interior as per requirements.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	All products and models are custom designed and we offer all models with the newest technology to be used as either portable or fixed /permanent options and can be ADA compliant as well
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Touchless Toilets/Urinals/Sinks/Mirrors/LED lighting/Touchless hand dryer/faucet/ Showers/sinks and counters/paper towel dispensers/baby change stations/Remote operator monitoring
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design build and visuals, delivery, and all warranties guaranteed For fixed/permanent washroom structures/buildings- we offer full turn key solutions

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Once order is submitted- based on unit type- we will assess delivery and set up requirements based on location and conditions- and determine options and requirements. Once determined- delivery, installation and set up will be confirmed.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	Many of our products put inside our various units are vandal proof, scratch proof and tamper proof. The outside of our units are vandal proof and graffiti proof as well. We also have exterior security cameras available, and lighting on all our units- and GPRS for emergency responses.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell- 2021 Program Pricing.pdf - Tuesday August 17, 2021 08:30:56
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Proud New Member.pdf - Friday August 13, 2021 07:55:19
 - [WMBE/MBE/SBE or Related Certificates](#) - comac-certifications.png - Friday August 13, 2021 07:55:49
 - [Warranty Information](#) - Niu-Warranty.pdf - Monday August 16, 2021 14:34:34
 - [Standard Transaction Document Samples](#) - oORDER SAMPPLE.pdf - Monday August 16, 2021 12:40:03
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Cohen, Sales/Marketing Director, 8540527Canada, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name

I have reviewed the
below addendum and
attachments (if
applicable)

Pages

Addendum_1_Restroom_and_Shower_Facilities_RFP_081721
Thu August 5 2021 02:29 PM

1

2



APRIL 23, 2026

NIU TOILET PROPOSAL FOR:

THE TOWN OF LIBERTY

8540527 Canada Inc. D.B.A. NIU TOILET

About Us:

NIU smart toilet is the latest division of Comac Corporation- a Canadian Corporation (established- 1984) specializing in the manufacturing of mobile sanitation-Trailer toilets-ADA Units-Combo Units-shower/laundry/toilet-Office trailers-Rehab trailers-and fixed washroom structures.

Our goal, to create the perfect mobile solutions with the highest efficiency at the lowest cost.

ADDRESS:

833 Rue Bériault, Longueuil, QC J4G 1X7 / 1-855-550-0303

www.niutoilet.com / www.comaccorporation.com

Contact: Jeffrey Cohen- 514-444-3161- jeffc@niutoilet.com

Account types:

We currently work with procurement groups across North America (Sourcewell/Canoe/Merx/Procured/etc) and supply school districts, government agencies (local and federal), rental companies, emergency relief sector, and other markets/sectors. We are also a recognized supplier and member in SAM.GOV.

PROPOSED PRODUCT INFORMATION: Niu Toilet- 2026- Mobilio 1- 8 x 12- ADA Washroom trailer

1 x Full UNISEX ADA washroom- with all ADA compliant accessories

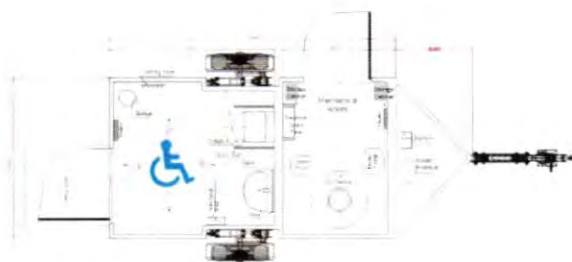
<https://niutoilet.com/product/m01-m02-trailers/>

NOTE: ALL OUR UNITS ARE CUSTOM DESIGNED-

Interior layout as far as position/type and location of certain accessories can be modified.



NIU TOILET- 2025- MOBILIO 1- 8 X 12- ADA TOILET



PRODUCT Features + Construction:

- Frame made of LINE-X®-treated steel
- Load Levelers 5,000 lb (4).
- Aluminum structure with standard urethane insulated sandwich panel (2" or 3" optional).
- Dexter TorFlex Axle (7500 lbs)
- Good Year Tires ST 205 75R15 or ST 225 75R15
- Electric Brake System



- Seamless Aluminum Roof
- 32" Commercial Doors
- Insulated and heated wastewater tanks.
- FRESHWATER TANK- 200 GALLON
- WASTEWATER TANK- 300 GALLON
- AC – 10000 BTU
- Winter package
- All our units are heated and ventilated

STANDARD FEATURES:

- Color- White- with customer logo if wanted
- Antibacterial walls
- UV disinfection system
- Self disinfection system ULVC
- Self-cleaning HVAC mechanism
- Dual communication system (Remote accessibility)
- GPRS
- Exterior LED occupancy
- Wireless camera
- Automatic toilets- stainless steel
- Stainless steel sinks
- Touchless Hand dryer
- Paper towel dispenser
- Toilet paper dispensers
- Automatic Soap dispenser
- Automatic faucet
- Full Hydraulic ADA drop down chassis with ramp
- Interior ADA grab bars and accessories
- Fire Extinguisher / First Aid kit
- Garbage Bin
- Fire alarm
- Smoke alarm
- Mechanical/Electrical room
- Touchless control panels
- Automatic light (ON & OFF) inside and outside- 12V
- 500W/120V Heating system
- Extra keys for all doors



WARRANTY:

- ***Electrical: 5 YEARS PARTS AND COMPONENTS***
- ***Structure: 20 YEARS***
- **Interior Components- All Canadian Made COMAC products and accessories with lifetime warranty)**

PRICE: \$49,000.00 DELIVERED

SOURCEWELL CONTRACT #081721-NIU

SOURCEWELL PROMO: FREE SHIPPING



8540527 CANADA INC. / NIU TOILET / COMAC CORPORATION
833 Rue Beriault, Longueuil, Quebec, J4G 1X7 / 1-855-550-0303
www.comacorporation.com / www.niutoilet.com

NIU TOILET REFERENCES

1- County Of Wolcott-Connecticut (2024)

Natalie Clark- Accounting and Purchasing- nclark@wolcottct.org
10 Kenea Ave, Wolcott, CT. 06716 / 203-879-8100- x-142
30 foot- 9 station ADA=Universal Mobile Washroom Trailer

2- GRTC transit, Richmond, VA, (2023)

Kodi Berger- 1-757-213-8624-
301 EAST BELT BOULEVARD, RICHMOND, VA. 23224
2 station AODA self cleaning bathroom

3- ATCO Canada (2024)

Martin Rodrigue - Martin.Rodrigue@atco.com
10 STATION TOILET

4- Los Alamos National Laboratory (USA, Navy base) 2023

Loni Galea - LONI@LANL.GOV
30FT (9 station CBOX- ADA Smart permanent Bathroom structure)

5- City of Windsor:2025 -TBOX - Laura: Ash, lash@citywindsor.ca

6- Madison County 2025, AODA 4 STATION - \$249,000.00 USD

Beverlyn D. Leonard, Beverlyn Leonard <bleonard@madisoncountyal.gov>

7- City of Brampton . TBOX, ADA, AODA - \$54,900.00 CDN

Reza , Sanat, Sanat, Reza Reza.Sanat@brampton.ca

8- City of Edmonton :3 Station AODA x 2- - \$960,000.00 CDN

Henry Maisonneuve henry.maisonneuve@edmonton.ca

9- Delnor (City of Calgary), - \$368,000.00 CDN

Ryan Christensen <RyanC@delnor.ca> 2 AODA station



Solicitation Number: RFP #092922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Cargo Group Trailers, LLC, 1503 McNaughton Ave., Elkhart, IN 46514 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Trailers with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

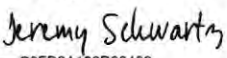
22. CANCELLATION

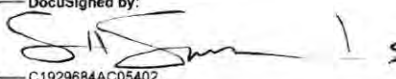
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

American Cargo Group Trailers, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/15/2022 | 12:16 PM CST

DocuSigned by:

By: C1929684AC05402
Scott Samuels
Title: Director of Marketing
Date: 12/21/2022 | 10:32 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/21/2022 | 10:36 AM CST

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

Company Name: American Cargo Group
Does your company conduct business under any other name? If yes, please state: Wells Cargo, Haulmark, American Hauler and UltraLav
Address: 1503 McNaughton Ave.
Elkhart, Indiana 46514
Contact: Scott Samuels
Email: scott.samuels@americancargogroup.com
Phone: 574-607-3326 5280
HST#:

Submission Details

Created On: Monday August 22, 2022 10:40:47
Submitted On: Thursday September 22, 2022 16:46:57
Submitted By: Scott Samuels
Email: scott.samuels@americancargogroup.com
Transaction #: 9d6b0691-4cbc-4c43-b646-1c941dbce43f
Submitter's IP Address: 207.32.236.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	American Cargo Group Trailers, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Haulmark, Wells Cargo, and American Hauler
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Haulmark, Wells Cargo, and American Hauler
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LN6G66EZCS5 Note: American Cargo Group is in the process of being acquired by Tuckahoe Holdings. This Unique Entity ID reflects the address of where the new company is incorporated. Once the sale is complete, the address (on SAM.GOV) will be updated to reflect our Corporate Office address which is noted on question #5.
5	Proposer Physical Address:	1503 McNaughton Ave. Elkhart, IN 46514
6	Proposer website address (or addresses):	www.americancargogroup.com www.wellscargo.com www.haulmark.com www.americanhauler.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Nichols VP Sales mike.nichols@americancargogroup.com 254-495-2183



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Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 2925772 (p)

(845) 2921310 (f)

DATE: May 18, 2026
TO: Supervisor DeMayo and Town Board Members
RE: Old Monticello Road/Camp Yeshiva Bnos Ahavas Israel

Yeshiva Bnos Ahavas Israel on Old Monticello Road is in the Village of Liberty Sewer District and the Town of Liberty Water District.

Attached please find a letter from their attorney proposing modifications to its property and a suggestion for a meeting to discuss the impact on both systems.

Thank you.

Our Mission Statement

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



RICHARD M. MAHON
MICHELLE F. RIDER, CPA
JOSEPH G. McKAY
ARI I. BAUER
JOHN W. FURST
JAMES S. ARRABITO (NJ)
NICHOLAS C. LOZITO
HOBART J. SIMPSON (1975-2016)

641 BROADWAY
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TOLL FREE 1-800-344-5655

E-MAIL: CMR@CMRLAW.COM
(FAX AND E-MAIL SERVICE NOT ACCEPTED)
WWW.MRMLEGAL.COM

JEFFREY S. SCULLEY **
JONATHAN E. DeJOY
CHRISTOPHER J. WHITTON **
ADAM J. THOMAS
THOMAS J. CUMMINGS
MEAGHAN R. McKAY
MARY J. TAMBURRI (NJ)
WADE RIACHI

(ALSO ADMITTED IN)
** Special Counsel

Writer's Direct No.
(845) 569-4377

Writer's E-Mail
jfurst@mrmlegal.com

May 12, 2026

VIA E-MAIL AND REGULAR MAIL

David Burke
Village of Liberty Director of Public Works
167 North Main Street
Liberty, NY 12754
dburke@libertyvillageny.org

Town of Liberty Water & Sewer Superintendent
Swan Lake Treatment Plant
4722 Rt. 55
Swan Lake, NY 12783
w.s.dept@townofliberty.org

RE: Yeshiva Bnos Ahavas Israel – Old Monticello Road
Our File No.: 15090-65964

Dear Sirs:

We represent Yeshiva Ahavas Israel which operates a religious use at Old Monticello Road (the "Site"). The Site is connected to the Village's wastewater system and the Town's water supply system. This religious use has existed for many years at the Site and pre-dated zoning. Over the course of the last ten years the Site has been upgraded and modified. Each time the Yeshiva has appeared before and obtained Planning Board approvals. The last of which occurred in 2023. At that time, the Town was experiencing some water capacity issues. However, since the proposed additions would not increase the occupancy of the Site, the additional toilets, sinks and urinals would not be an issue.

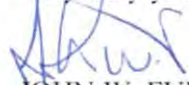
Based upon my recent conversation with Mr. Burke, it appears the Town is still experiencing capacity issues; and the Village is now having issues with a nearby wastewater pump station. I would like to set up a meeting with both of you to discuss the Yeshiva's proposed modifications and if there will be any negative impacts on either system. Mr. Burke suggested I provide a copy of the Yeshiva's proposed modifications with a brief narrative. Please see the attached Overall Site Plan with the proposed modifications highlighted.

In short, the Yeshiva is proposing the following:

- (1) Replacement of existing building on the south side of Site: The use (dorm) is not changing, and the building footprint and square footage will remain the same.
- (2) Proposed Mikvah addition and porch above: No additional occupancy.
- (3) Proposed Additional Pool: Water will be trucked in to fill pool.
- (4) Proposed Two Story Building: Proposed uses include additional classrooms and a study hall.
- (5) 2-Story addition to existing 2-Story building: Enlarge existing study hall.
- (6) 9 new bungalows. Each bungalow consists of 2 units with 3 bedrooms and 1.5 bathrooms for each unit.

We would like to seek confirmation that most of the proposals would not negatively impact either water or wastewater facilities. Kindly contact me at your earliest convenience to set up a remote meeting. If necessary, I can meet in person as well. Thank you.

Very truly yours,



JOHN W. FURST

JWF/jwf/2730667

Enclosures

Cc: Yeshiva Bros Ahavas Israel

Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.



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NEW YORK
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Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 2925772 (p)
(845) 2921310 (f)

DATE: May 18, 2026
TO: Supervisor DeMayo and Town Board Members
RE: Sullivan County Potable Water Tank

Sullivan County has a 500-gallon Potable Water Tank for use when water is needed in emergencies. They would like to have an agreement in place with the Town to acquire water in such emergencies.

Please discuss if you are in favor an agreement and, if so, the terms wanted in the agreement.

Thank you.

Our Mission Statement

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municipal service that promotes the highest standard of life for our community.*



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★ YEARS ★
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