

TOWN BOARD MEETING AGENDA

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

DATE: October 5, 2026

TIME: 6:15 P.M.

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

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

PLEDGE OF ALLEGIANCE

PUBLIC HEARING- 6:15 p.m. Introductory Local Law #3 of 2026 "Overriding the Tax Cap for Fiscal Year 2027"

CORRESPONDENCE

INCOMING:

1. Correspondence from Sullivan County 911 Communications.
2. Correspondence from Village Code Enforcement Officer Marisol Torrens.
3. Notification from the Sullivan County Youth Bureau notifying the Town that the application for funding in the amount of \$4,000 for field trips was approved.

OUTGOING:

NEW BUSINESS

1. Motion authorizing the Highway Department to hire Marco Torres and Kevin Alvarado as HMEO'S at \$28.05 per hour, pending pre-employment testing.
2. Motion authorizing a salary increase for Donna Wainman, Acting Assessor, in the amount of \$583.33 per year retroactive to 8/14/26.
3. Motion approving the 9/21/26 minutes as submitted by the Town Clerk.
4. Motion setting the following bids for 11/19/26 at 11:00 a.m. at the Town Clerk's Office, 120 North Main St., Liberty, for the following, expiring on 12/31/26:
 - Janitorial Services (1 year)
 - Pest Control Services (2 years)
 - Chemicals (1 year)
5. Motion setting a bid opening for 11/12/26 at 11:00 a.m. at the Town Clerk's Office, 120 North Main St., Liberty, for HVAC/Plumbing Services with contract beginning on 12/1/26-12/31/27.
6. Motion setting the fall clean-up for 10/16/26 & 10/17/26 at the Town Barn.
7. Motion authorizing the purchase of an LMI Pump from the lowest quote in the amount of \$2,125.00 from Maltz Sales Company for Loomis Sewer.

DISCUSSION

1. Budget Review Meetings.
2. intermunicipal Agreement with Liberty Schools for recreational Field Use.
3. Zoning change for Filipovits SBL # 32.-2-24.1.

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4. Consider change in ownership for abandoned road-Werbin Rd.
5. Per diem agreement with Fusco Engineering.
6. Review and consideration of the proposed scope of possible engineering services for the Swan Lake Wastewater Treatment Plant Comminutor replacement.
7. Request from Mountain View Meadows Mobile Home Park to adjust sewer rates.
8. Letter of Support for Livingston Manor Ambulance Corps.

OLD BUSINESS

UNDER REVIEW

1. Regulations for Battery Energy Storage Systems.
2. One-Way Street in Parksville.
3. Mountainview Meadows Sewer Agreement.
4. Fines and Fees.
5. Rd. Abandonment -Big Woods Rd.
6. Heat/AC for Town Hall.

IN PROGRESS

1. Illegal dumping of garbage.
2. Walnut Mt. Pavilion.
3. Solar Moratorium in the Commercial Industrial Zone.
4. Basketball court.
5. Rt. 52 Trailer.

PUBLIC PARTICIPATION

BOARD DISCUSSION

EXECUTIVE SESSION

ADJOURN



Sullivan County 911 Communications

EMS Dispatch Report

August 2026



Ambulance Agencies																			Total
Call Type	Jeffersonville	Cochecton	Livingston Manor	Lumberland	Mountandale	Tusten	Neversink	Rock Hill	Roscoe/Rockland	Bethel	Woodbourne	Mamakating	Highland EMS	Upper Delaware	Grahamsville	Catskill Hatzalah	Empress	County EMS	
Abdominal Pain	1	0	3	2	1	0	0	4	1	6	0	0	4	0	0	1	21	17	61
Allergic Reation	0	0	2	0	1	0	0	0	0	4	0	1	0	0	1	1	2	7	19
Animal Bite	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault/Sexual Assault	1	0	3	0	0	0	0	1	0	5	0	1	1	1	0	0	14	7	34
Back Pain	0	0	1	0	1	0	0	1	0	3	1	0	0	0	0	0	6	4	17
Breathing Problems	2	1	3	0	0	2	2	1	0	16	3	8	2	0	5	4	49	57	155
Burns / Electrical	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3	2	6
Cardiac Arrest	0	0	1	0	0	0	1	0	1	3	0	1	0	2	0	2	9	11	31
Cardiac Problem	0	0	4	0	0	1	0	2	1	7	1	5	0	0	1	1	10	18	51
Chest Pain	2	0	3	0	1	1	1	2	1	10	2	6	1	0	3	3	29	40	105
Choking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	8
Diabetic	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	9	6	17
Drowning/Water Related	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	2
Eye Problems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fall	7	2	18	2	2	3	4	12	6	22	2	21	3	2	3	4	59	61	233
Headache	0	0	2	1	0	0	0	1	0	1	1	2	1	0	0	1	2	3	15
Heat/Cold Emergencies	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hemorrhage/Laceration	1	0	1	1	1	1	2	0	0	6	0	5	0	0	1	1	23	19	62
Inaccessable/Entrapment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medical Facilites	0	0	15	0	1	0	0	16	5	5	0	3	0	0	0	1	50	30	126
Mental Emergencies	2	1	10	1	1	2	2	4	0	14	7	9	2	1	2	1	44	20	123
MVA	3	2	4	4	1	3	4	6	0	18	3	12	5	4	2	24	32	50	177
Overdose	0	0	2	0	0	0	0	1	1	3	0	2	0	1	0	0	9	11	30
Poisoning/HAZMAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pregnancy	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3	2	6
Seizures	3	0	2	1	2	1	1	3	0	4	3	4	2	3	2	3	31	27	92
Sick Person (Gen. Ill)	7	1	26	7	4	4	6	14	4	39	6	33	10	1	5	12	153	107	439
Stab/GSW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	4
Stroke(CVA)	0	0	2	0	0	2	1	1	0	3	0	1	2	0	0	1	13	12	38
Trauma	1	0	6	1	0	2	3	2	0	4	3	7	1	0	2	1	16	14	63
Unconscious/Fainting	4	0	7	1	0	2	4	4	0	6	2	7	2	1	4	1	38	47	130
Unknown Medical	2	1	3	1	0	4	0	3	0	7	1	3	1	1	0	2	24	15	68
Mutual Aid	0	3	1	1	2	1	1	17	11	0	15	8	0	2	6	0	121	0	189
Standby	1	1	3	4	0	3	1	3	0	5	0	0	2	1	0	3	2	3	32
Agency Totals	37	12	123	28	19	33	33	98	31	192	50	139	39	20	37	68	778	596	2333



Sullivan County 911 Communications

Law Enforcement Activity Report

August 2026



	Sheriff	NYSP	LPD	MPD	FPD	WPD	EnCon	DEC	NYC DEP	NPS	Totals
Assist EMS	0	50	23	70	17	3	1	0	0	0	196
Assist Fire	9	18	4	16	1	2	1	0	0	1	52
P-101 Abduction	0	0	0	0	0	0	0	0	0	0	0
P-102 Abuse/Abandonment/Neglect	0	0	0	0	0	0	0	0	0	0	0
P-103 Administrative	0	1	0	0	0	0	0	0	0	0	1
P-104 Alarms	2	6	0	2	0	1	1	0	0	0	12
P-105 Animal	5	17	0	5	3	0	0	0	0	0	30
P-106 Assault/Sexual Assault	3	2	0	6	1	0	0	0	0	0	12
P-107 Assist Other Agency	0	0	0	0	0	0	0	0	0	0	0
P-108 Bomb Found/Susp Package	0	0	0	0	0	0	0	0	0	0	0
P-109 Bomb Threat	0	0	0	0	0	0	0	0	0	0	0
P-110 Burglary	5	3	2	5	1	0	0	0	1	0	17
P-111 Damage/Vandalism/Mischief	0	0	0	0	0	0	0	0	0	0	0
P-112 Deceased Person	0	0	0	0	0	0	0	0	0	0	0
P-113 Disturbance	31	57	8	18	8	1	0	0	1	0	124
P-114 Domestic Violence	31	45	16	23	12	0	0	0	0	0	127
P-115 Driving Impaired	0	1	0	0	0	0	0	0	0	0	1
P-116 Drugs	0	0	0	2	0	0	0	0	0	0	2
P-117 Explosion	0	1	0	0	0	0	0	0	0	0	1
P-118 Fraud/Deception	0	0	0	0	0	0	0	0	0	0	0
P-119 Harassment/Stalking/Threat	2	1	1	4	0	0	0	0	0	0	8
P-120 Indecency/Lewdness	0	0	0	0	0	0	0	0	0	0	0
P-121 Mental Disorder	19	21	5	13	11	2	0	0	1	0	72
P-122 Miscellaneous	3	8	0	4	0	1	0	0	0	0	16
P-123 Missing/Found Person	2	8	0	2	4	0	1	0	1	0	18
P-124 Officer Needs Assistance	10	15	2	1	1	0	0	0	0	0	29
P-125 Public Svc	3	26	3	7	4	1	0	0	1	1	46
P-126 Robbery/Carjacking	0	0	0	0	0	0	0	0	0	0	0
P-127 Suicidal Persn/Att Suicide	2	4	0	0	0	0	0	0	0	0	6
P-128 Supplemental	0	29	0	0	0	0	0	0	0	0	29
P-129 Susp/Wanted Pers/Veh	4	9	1	6	5	0	0	0	0	0	25
P-130 Theft (Larceny)	1	1	1	2	0	0	0	0	0	0	5
P-131 MVA	26	81	5	6	7	1	0	0	1	0	127
P-132 Traffic Violation/Hazard	29	88	2	4	5	0	0	0	3	0	131
P-133 Trespassing/Unwanted	9	15	2	7	3	0	0	0	0	0	36
P-134 Unknown Problem	9	22	6	17	5	0	0	0	0	0	59
P-135 Weapons/Firearms	3	8	1	1	0	0	1	0	0	0	14
P-Abandoned Call	48	85	23	48	44	5	1	0	0	0	254
P-Responder Safety	0	0	0	0	0	0	0	0	0	0	0
Transfers	78	167	32	39	41	N/A	N/A	N/A	N/A	N/A	357
<i>Totals</i>	366	789	137	308	173	17	6	0	9	2	1807



Sullivan County 911 Communications

Fire Dispatch Report August 2026



	Departments																																										
	Beaverkill Valley	Bloomingburg	Callicoon	Callicoon Center	Claryville	Forestburgh	Grahamsville	Hankins	Highland Lake	Hortonville	Hurleyville	Jeffersonville	Kauneonga Lake	Kenoza Lake	Lake Huntington	Lava	Liberty	Livingston Manor	Long Eddy	Loch Sheldrake	Lumberland	Monticello	Mountandale	Narrowsburg	Neversink	North Branch	Rock Hill	Roscoe Rockland	Smallwood Mongaup Valley	Fallsburg	Summitville	Swan Lake	Westbrookville	White Lake	White Sulphur Springs	Woodbourne	Woodridge	Wurtsboro	Youngsville	Yulan	Total		
Call Types																																											
Activated Alarm	0	12	3	2	0	4	2	3	1	1	8	2	3	3	1	2	23	3	0	8	3	64	6	2	3	1	4	5	0	11	3	5	1	6	1	4	6	4	1	3	214		
Aircraft Emergency	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bomb Threat/Found	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Brush Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	3
Cellar Pump Out	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
CO Detector	1	1	0	0	0	3	0	0	0	0	2	0	2	0	0	0	2	4	0	0	1	8	0	0	1	0	0	1	1	2	0	0	0	0	0	1	4	2	0	0	0	36	
Drowning/Water Rescue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Dumpster/Trash Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Explosion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
HAZMAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Investigation	1	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	3	0	0	1	0	6	0	0	0	0	0	0	0	2	2	0	2	0	0	0	0	1	0	1	21		
LZ	1	0	0	0	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	0	0	1	11		
Medical	0	0	4	1	0	3	0	0	0	0	0	1	0	2	0	0	0	1	0	0	6	58	0	0	1	1	1	3	0	0	2	1	0	1	5	0	1	1	0	1	94		
Miscellaneous	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	9		
MVA	0	6	1	0	1	1	0	0	0	0	0	2	0	2	3	2	4	1	0	1	3	21	0	3	1	2	4	0	1	5	1	4	0	4	0	2	4	6	1	3	89		
Mutual Aid	0	3	6	1	0	1	2	0	19	6	1	5	7	0	2	2	1	1	0	2	6	5	0	1	1	0	9	2	1	15	1	0	2	4	2	0	11	1	2	2	124		
Odor of Gas/Gas Leak	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	9	
Public Service Call	0	1	0	3	0	0	1	0	0	1	1	0	0	0	1	0	4	3	0	2	0	3	0	0	2	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	25	
Rescue	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3		
Search for Lost Person	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Structural/Trench Collapse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Structure Fire	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	2	0	1	0	8	0	1	1	0	1	0	0	2	0	1	0	1	0	1	1	0	1	1	0	1	24
Traffic/Fire Police	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
Tree/Wires/Pole	1	2	3	3	0	0	1	0	0	4	0	0	0	0	2	1	5	3	0	0	4	3	2	1	0	1	0	1	0	3	2	1	1	1	1	2	2	2	2	0	2	54	
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Vehicle Fire	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1	2	0	0	0	0	2	0	0	0	0	1	0	0	0	0	0	0	1	0	0	10	
Total Fire Dispatches	4	27	17	10	2	12	9	8	20	13	14	12	13	8	10	9	48	18	0	17	27	184	9	10	10	6	23	15	5	42	11	13	6	18	11	13	30	16	4	15	739		

All data accurate +/- 2%

Marisol Torrens
NYS Cerf. Code Enforcement Officer
mtorrens@libertyvillageny.org



167 N. Main St.
Liberty NY 12754
845-292-2250 ext.117

SEPTEMBER 22, 2026

Dear Resident, Landlords & Homeowners:
Estimados residentes, propietarios y propietarios de viviendas:

As we all know cold weather is approaching very quick. This is a reminder to service any heating equipment before winter gets here. Please start scheduling service appointments with company /technician of your preference. Do not wait until last minute. All heating system needs to be up and running by September 15, 2026 to May 31, 2027 that is the NYS Law. Failure to maintain said temperature is a violation of NYS and Local Law; fines are \$250.00 per day (Local 43-5) and NYS \$250-\$500 dollars per day for each initial heat or hot water violation. \$500-\$1,000 per day for each subsequent violation at the same building during the same and/or the next calendar year from the initial violation or, during the same and/or the next heat season.

Heat Temperatures

Between 6 a.m. and 10 p.m., heat must register at least 68 degrees Fahrenheit when the outside temperature falls below 55 degrees; Between 10 p.m. and 6 a.m., heat must register at least 62 degrees Fahrenheit. Hot water must register at or above a constant temperature of 120 degrees at the tap.

Como todos sabemos, el clima frío se acerca muy rápido. Este es un recordatorio para reparar cualquier equipo de calefacción antes de que llegue el invierno. Por favor comience a programar citas de servicio con la empresa/técnico de su preferencia. No espere hasta el último momento. Todo el sistema de calefacción debe estar en funcionamiento el 15 de septiembre de 2024 hasta el 31 de mayo, según establece la ley de Nueva York. No mantener dicha temperatura es una violación de las leyes locales y del Estado de Nueva York; las multas son de \$250.00 por día (Local 43-5) y en el Estado de Nueva York, de \$250 a \$500 dólares por día por cada infracción inicial de calefacción o agua caliente. \$500-\$1,000 por día por cada infracción posterior en el mismo edificio durante el mismo año calendario y/o el siguiente a partir de la infracción inicial o, durante la misma y/o la siguiente temporada de calor.

Entre las 6 am y las 10 pm, el termostato debe registrar al menos 68 grados Fahrenheit cuando la temperatura exterior cae por debajo de los 55 grados; Entre las 10pm y las 6 am, el termostato debe registrar al menos 62 grados Fahrenheit. El agua caliente debe registrarse a una temperatura constante o superior a 120 grados en el grifo.

Side Walks Snow Removal

§ 74-22 Duty to remove accumulations.

It shall be the duty of every owner, lessee, tenant, occupant or other person having charge of any premises in the Village of Liberty which abuts upon any of the above-enumerated streets where a sidewalk or a path for the passage of pedestrians exists within four daylight hours after snow ceases to fall or after the deposit of any dirt, accumulation of ice or other foreign matters to remove them from the same and the same shall be removed by the persons enumerated above from any such sidewalks, path or lane.

Retiro de nieve en las aceras

§ 74-22 Deber de eliminar acumulaciones.

Scr  deber de todo propietario, arrendatario, inquilino, ocupante u otra persona que tenga a cargo cualquier local en Village of Liberty que colinda con cualquiera de las calles antes enumeradas donde exista una acera o un camino para el paso de peatones dentro de cuatro horas de luz despu s de que deje de nevar o despu s del dep sito de cualquier suciedad, acumulaci n de hielo u otras materias extra as para retirarlas de las mismas y las mismas deber n ser retiradas por las personas antes enumeradas de dichas aceras, camino o carril.

Thanks for everyone cooperation. Wishing a warm and safe winter!

Gracias por la cooperaci n de todos.  Deseando un invierno c ldido y seguro!

FALL CLEAN UP SCHEDULE

FROM OCTOBER 19, 2026 TO OCTOBER 25, 2026- ALL ITEAM FOR CLEAN -UP NEEDS TO BE TAKEN BY VILLAGE RESIDENTS TO 46 ELM ST, LIBERTY NY. FREE PERMIT TICKET NEEDS TO BE ADQUIRED AT THE VILLAGE CLERKS OFFICE AT 167 NORTH MAIN ST., LIBERTY NY (VILLAGE BUILDING) FROM 8AM-4PM MONDAY THRU FRIDAY. ANY QUESTION PLEASE CALL VILLAGE CLERK AT 845-292-2250 EXT. 112

Del 19 al 25 de octubre de 2026, los residentes del pueblo deber n llevar los art culos para la limpieza a la direcci n 46 Elm St., Liberty, NY. Es necesario obtener un permiso gratuito en la oficina del secretario municipal (Village Clerk), ubicada en 167 North Main St., Liberty, NY (edificio municipal), de lunes a viernes, de 8:00 a. m. a 4:00 p. m. Si tiene alguna pregunta, por favor comun quese con el secretario municipal al 845-292-2250, extensi n 112.

NOTE:

SANITATION DEPARTMENT WILL NOT MAKE ANY RESIDENTAL OR COMMERCIAL PICK -UPS.

NOTA:

El Departamento de Sanitario no realizar  ninguna recolecci n residencial o comercial.



COUNTY OF SULLIVAN
YOUTH BUREAU
SULLIVAN COUNTY GOVERNMENT
CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701
845-807-0394 (O)
845-923-7557



September 17, 2026

Mr. Frank DeMayo, Town Supervisor
Town of Liberty
120 North Main Street
Liberty, NY 12754

Dear Mr. DeMayo,

I am pleased to inform you that the Sullivan County Youth Bureau and the Sullivan County Legislature has approved your application(s) for funding for contract year 10/1/2026-9/30/2027.

<u>Program Name(s)</u>	<u>Funding Amount & Type(s):</u>
Field Trips	\$4,000.00

A contract package with instructions will be forthcoming. If you are a new vendor with the County of Sullivan, you will have to provide your W-9 before your contract can be executed.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2026-2027 contract in a timely manner:

The Youth Bureau will be contacting you within the first few weeks of your contract in order to set up your required site visit. This must be completed for your contract to be fully executed.

Required Insurance Forms: For the 2026-2027 contract year, the County will require 3 separate updated insurance forms and the Declarations Page for your Liability insurance. ALL forms must list the name of your municipality as it appears on your federal identification form. You are to submit these insurance forms, [REDACTED] **Your insurance documents are part of your final contract so please provide this information by the date noted above or we cannot execute your contract.**

The 3 insurance forms you must submit to the Youth Bureau are as follows:

1. Certificate of Liability Insurance Form:

- Under "Description of Operations," the County of Sullivan must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:
The County of Sullivan



COUNTY OF SULLIVAN
YOUTH BUREAU
SULLIVAN COUNTY GOVERNMENT
CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701
845-807-0394 (O)
845-923-7557



c/o Sullivan County Youth Bureau
100 North Street
Monticello, N.Y. 12701

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Sullivan c/o Sullivan County Youth Bureau, (as above) must be shown.

4. You will also need the **Declarations Page** for your Liability insurance with the County of Sullivan named as a co-insured.

Please notify your insurance agencies/brokers of this information. **NO** contracts will be processed for 2026-2027 funding year **UNLESS** all applicable revisions are submitted and the proper insurances are in place. The forms may be e-mailed to catherine.paci@sullivanny.gov or mailed to the attention of Cathie Paci.

Note: If the insurance expires at any time during the contract year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Cathie at 845-807-0394.

We have worked very hard in our office to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submit everything in a timely manner.

As per the contract, you must use the following tagline on all of your marketing materials related to this program(s). Please feel free to use the Youth Bureau logo.

- "Funded by the County of Sullivan and the Office of Children and Family Services through the Sullivan County Youth Bureau"

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Cathie Paci

Cathie Paci, Manager
Sullivan County Youth Services

Town of Liberty, New York

RESOLUTION NO. _____

A RESOLUTION OF THE Town of Liberty ADOPTING THE 2026 Sullivan County Hazard Mitigation Plan

WHEREAS, the Town Board of the Town of Liberty recognizes the threat that hazards pose to people and property within the Town of Liberty; and

WHEREAS, the Town of Liberty has prepared a multi-hazard mitigation plan, hereby known as the 2026 Sullivan County Hazard Mitigation Plan, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2026 Sullivan County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Liberty from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Town Board of the Town of Liberty demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2026 Sullivan County Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE Town of Liberty, New York, THAT:

Section 1. In accordance with Article 1 of the Town Code, the Town Board of the Town of Liberty adopts the 2026 Sullivan County Hazard Mitigation Plan. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This applies only to this specific plan and does not absolve the community of updating the plan in 5 years.

ADOPTED by a vote of ____ in favor and ____ against, and ____ abstaining, this ____ day of _____, ____.

By: _____

(print name)

ATTEST: By: _____

(print name)

APPROVED AS TO FORM: By: _____

(print name)



TOWN OF LIBERTY
N E W Y O R K
A Great Place to Work, Live and Play

Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 292-5772 (p)
(845) 292-1310 (f)

DATE: October 5, 2026
TO: Supervisor DeMayo and Town Board Members
RE: Acting Assessor Donna Wainman Salary Increase

Please see attached letter from Acting Assessor Donna Wainman regarding the completion of the mandatory Introduction to Farm Appraisal training.

As per the agreement made with her, please authorize a salary increase of \$583.33 per year retroactive to August 14, 2026.

Thank you.

Our Mission Statement

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



Donna Wainman
Acting Assessor
845-292-4843 ext. 224

TOWN OF LIBERTY
N E W Y O R K

A Great Place to Work, Live and Play

Assessor Office

Jackie Lopez
Assessor's Office Clerk
845-292-4843 ext.223

119 N Main Street, Liberty, NY 12754

September 22, 2026

Human Resources Department
Town of Liberty

Dear Human Resources,

I am writing to formally request the \$583.33 annual salary increase associated with the successful completion of the required coursework under the Assessor Candidate Program.

I successfully completed the **Introduction to Farm Appraisal** on 9/14/2026 – 9/18/2026. A copy of my certificate of completion is attached for your records. I respectfully request that the corresponding salary adjustment be processed in accordance with the Town's compensation structure and applicable effective date.

Please let me know if you require any additional information or documentation to process this request.

Thank you for your time and consideration.

Sincerely,

Donna Wainman
Acting Assessor
Town of Liberty

Our Mission Statement

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



Department of Taxation and Finance

Office of Real Property Tax Services

W. A. Harriman Campus Albany, New York 12227 -0801

PH: (518) 474-1764 FAX (518) 435-8628

www.tax.ny.gov

orpts.edservices@tax.ny.gov

Basic Certification Status Report

Date of Report: September 22, 2026

Donna Wainman

Acting Assessor

County: Sullivan

Town of Liberty (483600)

Assessors Office

120 North Main St.

Liberty, NY 12754-1893

Initial Date: 04/06/2026

Current Term: 04/06/2026

Email: assessor@townofliberty.org

Qualifications: Waiting for Information

<u>Component(s) Completed for Basic Certification</u>	<u>Date Completed</u>
Assessor Orientation	02/06/2026
Ethics (Basic)	07/08/2026
Introduction to Farm Appraisal	09/14/2026

Timeframe for Required Components Needed for Basic Certification

By 04/05/2027, you must successfully complete the following component(s):

Fundamentals of Assessment Administration

By 04/05/2028, you must successfully complete the following component(s):

Cost, Market and Income Approach to Value

- You have completed some valuation training which may qualify.
- Please note: This component requires more than one week of training.
Credit can only be awarded when all parts of the cost market and income approach component are satisfied.

By 04/05/2029, you must successfully complete the following component(s):

Fundamentals of Data Collection

Fundamentals of Mass Appraisal

You are required to be certified by 04/05/2029.



Department of Taxation and Finance

Office of Real Property Tax Services

W. A. Harriman Campus Albany, New York 12227 -0801

PH: (518) 474-1764 FAX (518) 435-8628

www.tax.ny.gov orpts.edservices@tax.ny.gov

Education Grade Report

Date of Report: September 22, 2026

Donna Wainman

Appointed Assessor

Town of Liberty in Sullivan County (SWIS: 483600)

Email Address: assessor@townofliberty.org

Examinations graded by the Office of Real Property Services				
Course Date	Course	Purpose	Status	Grade
09/14/2026	Farm Appraisal , Introduction to	basic certification	Pass	NA %

This report contains the grade(s) that you received in the examination(s) shown above. Refer to the enclosed basic certification report for information about your certification status.

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

CALL TO ORDER

Supervisor Frank DeMayo opened the meeting at 6:30 p.m. with the Pledge of Allegiance.

PRESENT:

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

ABSENT:

Councilmember Bruce Davidson

CORRESPONDENCE

267-26 MOTION TO ACCEPT CORRESPONDENCE

Motion to accept the correspondence presented to the Town Board.

Motion: Councilmember Dean Farrand

Second: Supervisor Frank DeMayo

4 AYES CARRIED

Supervisor DeMayo provided an update and said the contractor expected to complete the work sometime in October.

NEW BUSINESS

268-26 MOTION TO APPROVE AUDITS

Motion to approve the following audits:

- September 2026 Abstract, claims 1460-1669, totaling \$849,353.29
- August 2026 post-audit, claims 1436-1459, totaling \$236,983.53
- August 2026 General Ledger Abstract, claims 242-295, totaling \$395,200.56.

Motion: Councilmember Dean Farrand

Second: Councilmember Sherri Kavleski

4 AYES CARRIED

269-26 MOTION TO APPROVE MONTHLY REPORTS

Motion to approve the following monthly reports:

- | | |
|-----------------------------|------|
| • Town Clerk's Report | 8/26 |
| • Revenue & Expense Summary | 8/26 |
| • Supervisor's Report | 8/26 |

Motion: Councilmember Dean Farrand

Second: Supervisor Frank DeMayo

4 AYES CARRIED

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

270-26 MOTION TO APPROVE MINUTES

Motion to approve the following minutes as submitted by the Town Clerk:

- Reg Mtg. 9/9/26
- RFP-HVAC Eng. 9/14/26

Motion: Supervisor Frank DeMayo

Second: Councilmember Dean Farrand

4 AYES CARRIED

CORRECTION TO SEPTEMBER 9, 2026, MINUTES

Councilmember Dean Farrand clarified that the September 9, 2026, authorization for online safety-shoe purchases through Saf-Gard was intended to apply to eligible Town employees, not only Water and Sewer Department employees. The Town Clerk stated that the minutes would be corrected accordingly.

TABLED - HIGHWAY DEPARTMENT HMEO HIRING

The Board discussed hiring Marco Torres and Kevin Alvarado as HMEOs at \$28.05 per hour, pending pre-employment testing. The Board discussed whether the Town followed its established hiring procedures. The Board agreed to table the proposed hires until the next meeting so the Highway Superintendent could verify the procedures followed. The Board further indicated that future hires should not be placed on the agenda until the Town's hiring procedures have been verified.

271-26 MOTION AUTHORIZING HIGHWAY DEPARTMENT TO BID ON 2017 MACK GRANITE 64FR DUMP TRUCK

Motion to authorize the Highway Department to bid through Auctions International on a 2017 Mack Granite 64FR dump truck equipped with a plow and wing, in an amount not to exceed \$90,000, with payment by certified check within five days if the Town is the successful bidder.

Motion: Councilmember Vincent McPhillips

Second: Councilmember Dean Farrand

4 AYES CARRIED

272-26 MOTION TO INTRODUCE LOCAL LAW NO. 3 OF 2026 - OVERRIDE TAX CAP

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Center, 119 North Main Street, Liberty, New York, in said Town, on the 21st day of September 2026, at 6:30 p.m., prevailing time.

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

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

ABSENT: Councilmember Bruce Davidson

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

BE IT RESOLVED, that introductory Local Law No.3 of the Year 2026 entitled “A local law overriding the tax cap for fiscal year 2027 for the Town of Liberty, Sullivan County, New York, pursuant to General Municipal Law Section 3-c” is hereby introduced before the Town Board of the Town of Liberty, County of Sullivan, State of New York; and

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

BE IT FURTHER RESOLVED, that the Town Board hereby determines the aforesaid local law to be a Type II Action pursuant to §617.5(c)(26) and (33) of the regulations promulgated under the State Environmental Quality Review Act for which environmental review is not required; and

BE IT FURTHER RESOLVED, that the Town Board holds a public hearing on the aforesaid local law at the Town of Liberty Senior Center, 119 North Main Street, Liberty, New York, at 6:15 p.m., prevailing time, on October 5, 2026; and

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

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

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

Supervisor Frank DeMayo	voting	AYE
Councilperson Dean Farrand	voting	AYE
Councilperson Vincent McPhillips	voting	NO
Councilperson Bruce Davidson	voting	ABSENT
Councilperson Sherri Kavleski	voting	AYE

The resolution was thereupon declared duly adopted.

273-26 MOTION TO INCREASE MILEAGE REIMBURSEMENT RATE

Motion to increase the mileage reimbursement rate, as set by the IRS, to \$0.76 per mile effective July 1, 2026, through December 31, 2026.

Motion: Councilmember Vincent McPhillips

Second: Councilmember Sherri Kavleski

4 AYES CARRIED

274-26 MOTION AUTHORIZING RESTORE NEW YORK PAYMENT

Motion to authorize payment of up to \$85,161.97 to Todd Perlmutter upon receipt of payment to the Town for Restore New York Round 8, Parksville Arts Center to Main Street, Parksville.

Motion: Councilmember Dean Farrand

Second: Councilmember Sherri Kavleski

4 AYES CARRIED

275-26 MOTION AUTHORIZING NETWORK CYBERSECURITY UPGRADES

At a regular meeting of the Town Board of the Town of Liberty, Sullivan County, New York, held at the Town of Liberty Senior Citizen's Center, 119 North Main Street, Liberty, New York, in said Town, on the 21st day of September 2026, at 6:30 p.m. prevailing time.

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

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

ABSENT: Councilmember Bruce Davidson

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

A RESOLUTION AUTHORIZING UPGRADES TO THE TOWN OF LIBERTY'S NETWORK CYBERSECURITY SYSTEM AT A MAXIMUM ESTIMATED COST OF \$6,050.00, AND PAYMENT THEREFOR BY THE EXPENDITURE OF THE SUM OF \$6,050.00 FROM THE TOWN OF LIBERTY DATA PROCESSING EQUIPMENT CAPITAL RESERVE FUND.

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

Section 1. Upgrades to the Town of Liberty's Network Cybersecurity System at a maximum estimated cost of \$6,050.00, and the expenditure of the sum of \$6,050.00 from the Town of Liberty Data Processing 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.

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

Section 3. The plan for financing of such maximum estimated cost of \$6,050.00 is by the appropriation and expenditure of the sum of \$6,050.00 from the Town of Liberty Data Processing 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 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	NO
Councilperson Bruce Davidson voting	ABSENT
Councilperson Sherri Kavleski voting	AYE

The resolution was thereupon declared duly adopted.

TABLED - SWAN LAKE WASTEWATER TREATMENT PLANT ENGINEERING

The Board reviewed the proposed scope of possible engineering services for the Swan Lake Wastewater Treatment Plant. The Board agreed to table the matter until the next meeting so it could be discussed with Dave, who was expected to attend.

276-26 MOTION TO ADD EQUIPMENT TO SURPLUS LIST FOR AUCTION

Motion to add the following equipment to the surplus equipment list for auction:

- 2010 Ford F-250
- 2015 Dodge Ram utility truck with plow

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

- 1985 Aquatech Sewer Jetter

Motion: Councilmember Dean Farrand

Second: Councilmember Vincent McPhillips

4 AYES CARRIED

DISCUSSION

INTERMUNICIPAL AGREEMENT - LIBERTY CENTRAL SCHOOL DISTRICT

The Board discussed a proposed intermunicipal agreement with the Liberty Central School District regarding recreational facilities. The discussion included facility deposits, deposit reimbursement, and the need to attach and clarify the Town and School District schedules before finalizing the agreement.

LOT IMPROVEMENT / PROPOSED ZONING CHANGE - PARCELS 24.1 AND 24.3

The Board discussed a proposed lot improvement and subsequent zone change involving parcels 24.1 and 24.3. The proposal would leave the Route 52 frontage zoned Service Commercial (SC), while the portion added to the rear parcel would become Rural Development (RD). The property owners requested some assurance before incurring survey and Planning Board expenses. Councilmember McPhillips stated that he was not comfortable proceeding because the matter had not been placed on the agenda in advance and another Board member was absent. The matter will be brought back at the October 5, 2026, meeting when the full Board is expected to be present.

Town Attorney Kenneth Klein explained that, following Planning Board approval of the lot improvement, the Town Board would need to introduce a local law to change the zoning line, schedule a public hearing, complete SEQRA review, and refer the proposed zoning change to the Sullivan County Planning Agency pursuant to General Municipal Law Section 239. He also explained that an adverse County recommendation could require four Board votes to override.

WERBIN ROAD - PRINCE AND CHRISTINE SMITH

The Board discussed a request from Prince and Christine Smith for the Town to consider conveying the former Werbin Road property to provide access to their property. Councilmember McPhillips stated that the property is directly behind his home and that he preferred to stay out of the matter. Town Attorney Klein said he had only recently received the information and needed to review the matter and advise the Board on the appropriate legal procedure. The Board tabled the matter until the next meeting.

OLD BUSINESS

TOWN HALL HEATING AND AIR CONDITIONING

The Board discussed the single engineering proposal received from Fellenzer Engineering for the Town Hall heating and air conditioning project. The Board will forward the proposal to Town Attorney Klein for review. Supervisor DeMayo and Attorney Klein also discussed obtaining guidance concerning delegated design.

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

IN PROGRESS

The Walnut Mountain bathroom project was removed from the In Progress list, and the Route 52 trailer matter was moved to In Progress.

PACKAGE PLANT REGULATIONS

Supervisor DeMayo reported that he had been meeting with representatives from the Towns of Thompson and Fallsburg and with Mary Beth Bianconi regarding package wastewater treatment plants. The Board discussed the Town of Bethel's recently introduced local law and the possibility of using it as a starting point while developing standards appropriate for the Town of Liberty. The Board received the Bethel law for review.

BOARD DISCUSSION

WHITE SULPHUR SPRINGS CANNABIS OPERATION

Councilmember McPhillips reported feedback he had received from individuals in White Sulphur Springs regarding the cannabis operation. The Board continued discussing safety concerns and agreed that the inquiry into the appropriate agency should focus on whether the operation complies with applicable safety regulations.

SUPERVISOR UPDATES

Supervisor DeMayo reported that the Town was still awaiting definitive information regarding the Jim Girard issue. He reported that construction of the Walnut Mountain pavilion was scheduled to begin that week and discussed the proposed location and site clearing. He also reported that the Creekside Park walkway was substantially complete and that approximately \$3,000 remained in the grant, which could be used for additional pavers leading to the parking lot.

Supervisor DeMayo reported that the Harvest Festival and 5K run/walk at Walnut Mountain drew a large crowd. The 5K was held in memory of Michelle Pearman, and State Farm donated pink shirts for the event. He also reported on the September 11 remembrance ceremony and recognized the tradition Henrietta Phelps began in 2001.

Supervisor DeMayo advised that he would attend the Association of Towns conference and had previously been authorized to vote on the legislative agenda. He also reported that he had been asked to participate on a panel with Heather Jackson and Molly Oliver at the Delaware River Watershed Forum the following week.

BUDGET WORK SESSIONS

The Board discussed scheduling budget work sessions. The Board identified October 1, 2026, as the first work session. The Board discussed recessing that session rather than adjourning so the budget discussions could continue, with the remaining schedule established as the process moved forward.

277-26 MOTION TO ENTER EXECUTIVE SESSION

Motion to enter Executive Session to discuss personnel salary negotiations.

TOWN OF LIBERTY - TOWN BOARD MEETING MINUTES

Date: September 21, 2026

Time: 6:30 p.m.

Location: Senior Citizens' Center, 119 North Main St., Liberty, NY 12754

Motion: Supervisor Frank DeMayo

Second: Councilmember Dean Farrand

Vote: CARRIED

278-26 OUT OF EXECUTIVE SESSION

The Town Board Exited Executive Session at 7:49 p.m.

Motion: Supervisor Frank DeMayo

Second: Councilmember Vincent McPhillips

Vote: CARRIED

ADJOURNMENT

The Town Board adjourned the meeting at 7:49 p.m.



TOWN OF LIBERTY
N E W Y O R K
A Great Place to Work, Live and Play

Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 292-5772 (p)
(845) 292-1310 (f)

DATE: October 5, 2026
TO: Supervisor DeMayo and Town Board Members
RE: Miscellaneous Bids/RFP's

Please set a bid date for 11:00 AM, November 19, 2026 for the following as the current contract is due to expire on December 31, 2026. All bid specifications will remain the same but with the following termination dates:

1. Janitorial Services—December 31, 2027 (1 year)
2. Pest Control Services—December 31, 2028 (2 years)
3. Chemicals—December 31, 2027 (1 year)

We also currently do not have a contract for HVAC/Plumbing Services as the previous vendor's contract was terminated. Please set a bid date for 11:00 AM, November 12, 2026 so this contract may begin December 1, 2026 and end December 31, 2027.

Thank you.

Our Mission Statement

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



Outlook

Fall Clean Up

From Dana Austin <libertydpw@townofliberty.org>

Date Wed 9/30/2026 2:53 PM

To Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>

Can you please put on the agenda to approve Fall Cleanup for October 16, 17.

Thank you.

Dana Austin

Town of Liberty
Highway Department
Senior Account Clerk
845-292-4172

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 e-mail may be subject to disclosure under the Freedom of Information Law. Thank you.

Town of Liberty **FALL CLEAN-UP**

OCTOBER 16 & 17 • 7:30 am – 3:00 pm

Located at Town Barn
(Corner of Ferndale-Loomis Rd & Rt. 52)

X THINGS WE DO NOT ACCEPT:

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

We Accept Metal

- One Load Per Household
- No Permit Required

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

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



QUOTATION

Maltz Sales Company
17 Powder Hill Road
Lincoln, RI 02865
US
508-203-2400



Quote Number	
11166382	
Quote Date	Page
09/30/2026	1 of 1

Quote Expires On: 10/30/2026

BILL TO:

Town of Liberty, NY - Water & Wastewater Departmen
120 North Street
Liberty, NY 12754
US

SHIP TO:

Town of Liberty, NY - Water & Wastewater Departmen
120 North St
Liberty, NY 12754
US

Requested By: Dylan Town of Liberty

Customer ID: 817576

Project Ref: LMI

PO Number		Carrier Name		Sales Rep	
				GG Sales Rep-GG	
Quantity Ordered	Quantity Remaining	UOM	Item ID Item Description	Unit Price	Extended Price
1.00	1.00	EA	C141-36 LMI Pump 0.00-20.0 GPH 25 PSI PVC	2,125.2000	2,125.20

Total Lines: 1

SUB-TOTAL: 2,125.20
TAX: 0.00
AMOUNT DUE: 2,125.20
U.S. Dollars

Remit to:
Maltz Sales Company
17 Powder Hill Rd
Lincoln, RI 02865
Remit to email: AR@maltzsales.com
Question email: AR@maltzsales.com

Quote Valid for 30 Days

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: MIKEANTONIAZZI
Email: mikeantoniazzi@maltzsales.com

Please send Sales Order Inquiries & Acknowledgements to:
Maltz Sales Company 17 Powder Hill Road Lincoln, RI 02865 T: 508.203.2400
Standard Terms & Conditions apply and are accessible at:
<https://www.maltzsales.com/terms-and-conditions>



Quote Confirmation

From USABlueBook.com <storefront@usabluebook.com>

Date Thu 9/24/2026 11:12 AM

To w.s.dept townofliberty.org <w.s.dept@townofliberty.org>

Dear Dylan Peters,

Thanks for shopping at USABlueBook.com. Contact your sales rep to convert your quote to an order or for more information.

Ship-to address

LIBERTY, TOWN OF
4722 RTE 55
12783 NY SWAN LAKE
United States

Bill-to address

LIBERTY TOWN OF
120 N Main St
12754 NY Liberty
United States

The quote number is: QUOT1250185

Requested delivery date: 9/24/2026

Item No.	Title	Price	Quantity	UOM	Total
<u>73129</u>	<u>LMI Series C1 Pump w/ Non-LiquiPro Head, 480 GPD, 25 PSI, C141-36</u>	\$3,060.00	1	each	\$3,060.00
Subtotal					\$3,060.00
Estimated Tax					\$0.00
Total					\$3,060.00

You can find more information on the [quote details page](#).

Questions about your quote? Please contact our customer service per e-mail at webmaster@usabluebook.com or telephone 800-548-1234.

Please mention your name, address, city and quote number.

Best regards,
Customer service USABlueBook.com
<https://www.usabluebook.com/>

1-800-810-1053

Quick Quote



DISCOVER



GeoTrust
powered by digicert

Track Order

Sign Up & Save

PumpCatalog

Pump Selector



Search



Sign In

Cart 0

Home > LMI > Series C > C141-36

\$3,060.00

BEST PRICE GUARANTEE



1

Add To Cart

Add to Quote

Ships within 1 business day (in-stock items). Delivery typically 1-5 business days.

Returns accepted within 30 days. [View Returns Policy](#)

Estimate Shipping

Zip Code

Enter zip code

Get Rates

C141-36

LMI Pumps C141-36 Series C Chemical Metering Pump,
20 GPH @ 25, Dual Manual Control, Molded PVC, Ceramic
Valve Balls, PTFE O-Ring, Tubing PE .5" OD Connection,
115 Volt, 50/60 Hz

Brand: LMI

Series: Series C

Item: C141-36

Contact A Representative ASAP



LMI

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT ("Agreement"), dated September 22, 2026 (the "Effective Date") is entered into by and between the **LIBERTY CENTRAL SCHOOL DISTRICT**, by and through the Board of Education thereof, with offices at 115 Buckley Street, Liberty, NY 12754 (the "District") and the **TOWN OF LIBERTY** by and through the Town Board, with offices at 120 North Main Street, Liberty, NY 12754 (the "Town") (hereinafter individually "Party", and together "Parties").

WHEREAS, the Parties are municipal corporations authorized to enter into intermunicipal agreements pursuant to Article 5-G of the New York State General Municipal Law to carry out any function or responsibility each has the authority to undertake alone; and

WHEREAS, the District owns and maintains its buildings and related sports and recreational facilities (collectively, the "District Recreational Facilities"); and

WHEREAS, the Town owns and maintains its buildings and related sports and recreational facilities (collectively, the "Town Recreational Facilities"); and

WHEREAS, the Town, including the Town's Parks and Recreation Department, desires to use the School Recreational Facilities for certain sport and recreational programs, events and activities; and

WHEREAS, the District desires to use the Town Recreational Facilities for certain sport and recreational programs, events and activities for the District's teams, clubs and groups; and

WHEREAS, the Town is willing to allow the District to utilize the Town Recreational Facilities, and the District is willing to allow the Town to utilize the District Recreational Facilities for the benefit of the residents of the Town and District respectively, upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, it is AGREED by and between the Parties as follows:

1. The District shall be permitted to use the Town Recreational Facilities when such Town Recreational Facilities are not needed for Town purposes, for the conduct of games and practices for District sport teams, as well as certain other school programs and events, at no cost to the District. A list of the Town Recreational Facilities that are subject to this Agreement is found in **Appendix A**, which is attached hereto and made a part hereof.

2. The Town shall be permitted to use the District Recreational Facilities when such District Recreational Facilities are not needed for District purposes, for Town sport and recreation programs and activities, at no cost to the Town. A list of the District Recreational Facilities that are subject to this Agreement is found in **Appendix B**, which is attached hereto and made a part hereof.

3. The use by the District of the Town Recreational Facilities shall be coordinated with the Town's Parks and Recreation Department Chair and/or the Town Clerk, as determined by the Town, and the District shall notify the Town as far in advance as possible of its desired use of the Town Recreational Facilities and on what dates and time periods such use is desired. In each instance in which the District's request to use the Town Recreational Facilities is confirmed by the Town, the District shall provide a deposit to the Town, within two (2) business days, in the amount set forth in Appendix A with respect to the corresponding facility being utilized.

4. The use by the Town of the District Recreational Facilities shall be coordinated with the District's Business Office or other designated member of the District staff, as determined by the District, and the Town shall notify the District as far in advance as possible of its desired use of the District Recreational Facilities and on what dates and time periods such use is desired. In each instance in which the Town's request to use the District Recreational Facilities is confirmed by the District, the Town shall provide a deposit to the District, within two (2) business days, in the amount set forth in Appendix B with respect to the corresponding facility being utilized.

5. The District shall make good-faith efforts to accommodate the needs of the Town in utilizing the District Recreational Facilities with recognition of the need to keep those facilities available for District programs and use by District staff and students. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the District shall provide the Town with at least 24 hours' notice of the need for cancellation, postponement or relocation of the planned activity.

6. The Town shall make good-faith efforts to accommodate the needs of the District in utilizing the Town Recreational Facilities with recognition of the need to keep those facilities available for Town programs and use by Town residents and organizations. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the Town shall provide the District with at least 24 hours' notice of the need for cancellation, postponement or relocation of the planned activity.

7. The District, when utilizing the Town Recreational Facilities shall provide adequate supervision and safety measures for students, employees, and other school representatives who utilize the Town Recreational Facilities. The District agrees to comply with the Town's policies, rules, regulations and procedures with regard to use of Town Recreational Facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, cannabis/THC products, and tobacco/nicotine products on Town property at any time.

8. The Town, when utilizing the District Recreational Facilities shall provide adequate supervision and safety measures for the residents, employees and representatives of the Town who utilize the District Recreational Facilities. The Town agrees to comply with the District's policies, rules, regulations and procedures with regard to use of District facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, cannabis/THC products, and tobacco/nicotine products on District property at any time.

9. The District, after each instance in which it utilizes the Town Recreational Facilities, shall leave the Town Recreational Facilities in as good condition as it was found, notwithstanding regular cleaning and maintenance to be performed by the Town. The deposit, as set forth in paragraph 3 on this Agreement, shall be forfeited to the Town in its entirety if: (i) the District fails to leave the Town Recreational Facilities in as good condition as it was found, allowing for reasonable wear and tear; or (ii) the District fails to adhere to this Agreement or the Town's policies, rules, regulations and procedures with regard to use of Town Recreational Facilities.

10. The Town, after each instance in which it utilizes the District Recreational Facilities, shall leave the District Recreational Facilities in as good condition as it was found, notwithstanding regular cleaning and maintenance to be performed by the District. The deposit, as set forth in paragraph 4 on this Agreement, shall be forfeited to the District in its entirety if: (i) the Town fails to leave the District Recreational Facilities in as good condition as it was found, allowing for reasonable wear and tear; or (ii) the Town fails to adhere to this Agreement or the District's policies, rules, regulations and procedures with regard to use of District Recreational Facilities.

11. Each Party agrees to defend, indemnify and hold the other Party, its officers, employees, and agents, harmless, at all times during and after the term of this Agreement, from and against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term or condition contained in this Agreement by the indemnifying Party, its employees, agents or representatives. The Town shall be responsible for paying for the cost to repair any damage to the District Recreational Facilities caused by the Town's use of the District Recreational Facilities pursuant to this Agreement, and the District shall be responsible for paying for the cost to repair any damage to the Town Recreational Facilities caused by the District's use of the Town Recreational Facilities pursuant to this Agreement.

12. The Town shall name the District as an additional insured on its liability insurance policy and shall provide the District with a certificate of insurance for such policy. The District shall name the Town as an additional insured on its municipal liability insurance policy and shall provide the Town with a certificate of insurance for such policy.

13. This Agreement shall commence on or about the Effective Date and continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated as provided herein. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

14. The Parties agree that they shall comply with all applicable federal, state, and local laws and all other applicable resolutions, ordinances, codes, rules, and regulations.

15. This Agreement may not be assigned by either party.

16. This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought in the state or federal courts, as applicable, located in Sullivan County, New York.

17. This Agreement is subject to the approval of the governing body of each Party. The foregoing constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.

18. This Agreement may be executed in multiple counterparts, all of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

LIBERTY CENTRAL SCHOOL DISTRICT

By: _____
Dr. Patrick Sullivan, Superintendent of Schools

Dated: _____

Date of Authorizing Resolution: September 22, 2026

Town of Liberty

By: _____

Dated: _____

Date of Authorizing Resolution: _____

[Signature Page to Intermunicipal Agreement]

APPENDIX A

List of Town Recreational Facilities & Deposit Fee

Town of Liberty
Parks & Recreation Department
Field/Court Use Permit

For Office Use Only:

Amount: \$ _____
Receipt #: _____
Check #: _____
Cash: ☐ Yes ☐ No

Organization/Group: _____
Name of Person in Charge: _____
Address: _____ City: _____ Zip: _____
Home Phone: _____ Work Phone: _____
Alternate Contact Person: _____ Phone: _____
Estimated # of People _____ Purpose for use: _____

Field/Court Requested:	☐ Hanofee Baseball	☐ Hanofee Volleyball	☐ Hanofee Basketball
	☐ Hanofee Tennis	☐ Walnut Baseball	☐ Walnut Soccer

Single date: ____/____/____ **Arriving:** _____ ☐ AM ☐ PM **Departing:** _____ ☐ AM ☐ PM

Series of dates: **Fee:** ☐ \$45.00 Each Date - Liberty Resident ☐ \$60.00 Each Date - Non-Resident

Enter Dates: - - - - -
- - - - -

Leagues, Organizations, and Series of Dates uses: A complete schedule of league games are required 30 days prior to the start of league play and a schedule of team practices are required 30 days prior to the start of practices in order for the department to insure adequate supervision. A \$1 Million Certificate of Insurance must be secured for the dates listed above and sent prior to approval, naming the Town of Liberty as "Additional Insured".

- Rules:**
- 1) Permits are not considered final until written approval is granted from the P&R Office.
 - 2) Users are responsible for the costs of damages or repairs caused by their players, coaches, or spectators.
 - 3) This permit will be issued on the condition that the applicant holds the Town of Liberty free and harmless from any and all claims from damage arising out of illness, accident, mischief, or any other claim resulting from the consumption of mood altering substances or behavior by the applicant or any of his or her guests..
 - 4) Any needed repairs or safety issues must be reported to the Parks & Recreation Office/Park Maintenance Supervisor immediately.
 - 5) If fields/courts are going to be used before or after they are open/closed for the season the organization must pay hourly wage of park attendant to be present.
 - 6) All Park Rules and Regulations must be adhered to during events.

I have read and understand the rules and regulations and agree to the terms set forth by the Town of Liberty Board and Parks & Recreation Board.

Signature

Date

Address: 119 North Main Street Liberty, NY 12754

Phone: (845)292-7690

Fax: (845)292-3588

APPENDIX B

List of District Recreational Facilities & Deposit Fee

LIBERTY CENTRAL SCHOOL DISTRICT

BUILDING USE FEE SCHEDULE

The following are rental charges for use of Liberty School District facilities during normal custodial working hours for groups (with exceptions noted). These charges are subject to increase or decrease depending on how facilities are used, when they are used, or other variable circumstances. You will be advised in advance of changes involving variations of the schedule below.

Due to the increased demands for the use of all school facilities, as of February 11, 2026, all groups using the school facilities will pay the established policy rates.

All outside organizations and groups that are not part of Liberty Central School District will provide a deposit for each Building Use Form submittal. The deposit will be returned once it is verified that the outside organization or group upheld all requirements according to Policy 1500 and Regulation 1500-R.

Deposit Schedule

	Used up to 2 times	Used 3 times or more
Auditorium	\$300	\$ 600
Gym	\$200	\$400
Cafeteria	\$100	\$200
Classroom	\$75	\$150
Multiple Classrooms	\$25 per classroom	\$ 50 per classroom
Grass Fields	\$150	\$300
Turf Field	\$500	\$1,000

Admission Charged for event

No admission charged for the event

	Base Charge	Hourly Rate	Base Charge	Hourly rate
Auditorium	\$150	\$50	\$125	\$50
Gym	\$125	\$25	\$75	\$25
Cafeteria	\$75	\$50	\$35	\$25
Classroom	\$50	\$15	\$25	\$15
Grass Fields	\$75	\$50	\$35	\$25
Turf Field	\$250	\$70	\$150	\$50

When the building is used during hours our custodians normally work and no special custodial help is needed, the fee schedule will be as indicated above. The base charge will be applied only once if a group is using the facilities for consecutive days.

All outside organizations and groups that are not affiliated with the school will provide a deposit to the school. The deposit will be returned once it is verified that the outside organization or group upheld all requirements according to Policy 1500 and Regulation 1500-R.

If special custodial time is needed for preparation, supervision, cleaning, etc., or if the activity is held beyond normal working hours (usually 10:45 pm during the school year), the organization will be billed back at an hourly rate that includes 1-1/2 times the normal hourly rate plus 30% fringe benefits.

Any organization petitioning the school district to use the facilities must provide a certificate of insurance, as indicated on the building use form (naming Liberty Central School District as the "additional insured"). In addition, you will be required to provide the school district with Federal Tax certification that your business is a not-for-profit.

Adoption February 24, 2026

From: Dean Farrand
Sent: Monday, September 21, 2026 3:45 PM
To: supervisordemayo townofliberty.org; Dean Farrand; Vince McPhillips; Bruce Davidson; Sherri Kavleski
Subject: Filipovits zoning change request
Attachments: Image.jpeg

Attached is lot change they are looking for. They will keep road frontage on RT 52 as SC reducing that lot size. And increase the lot size along Mineral Springs.

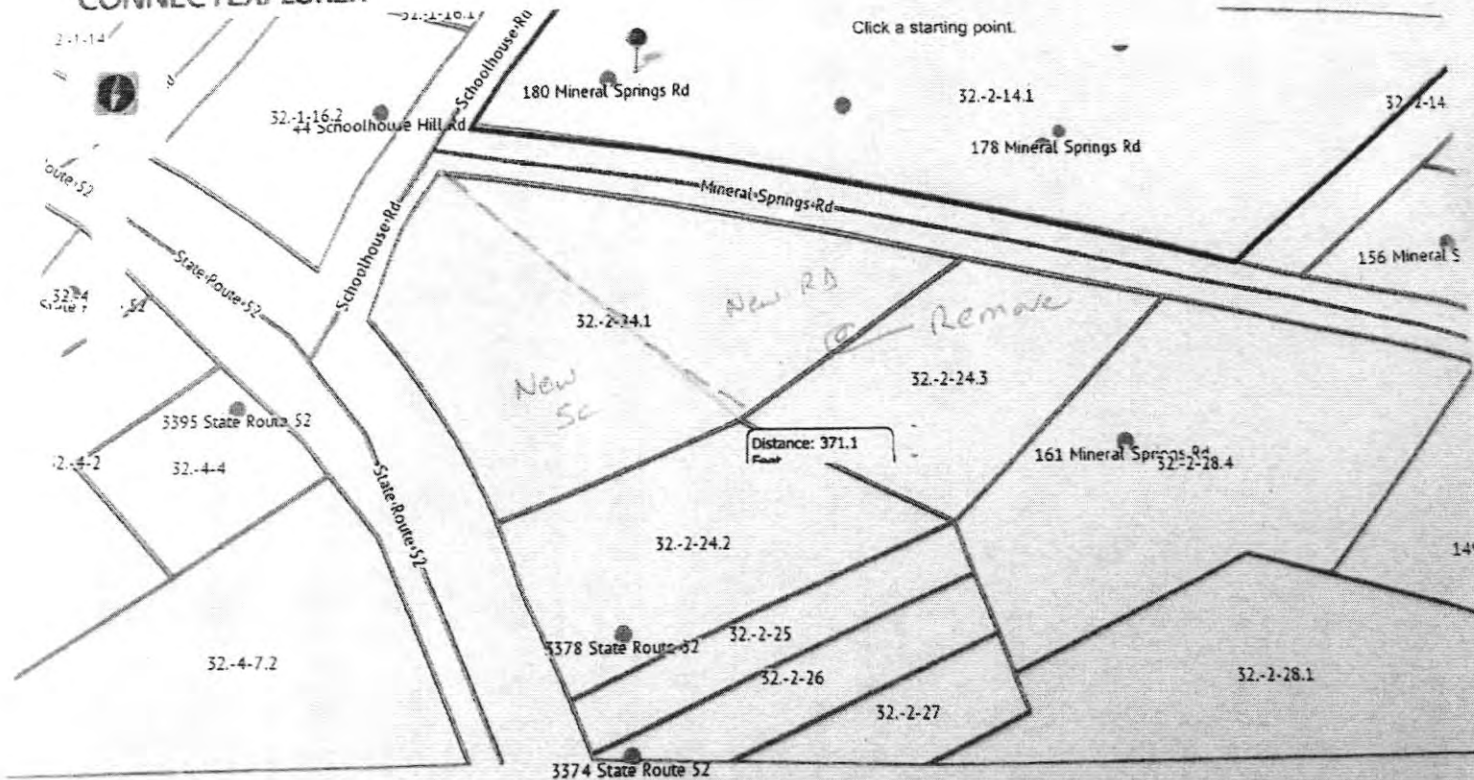
Confidentiality Notice: *This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender 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.*

Get [Outlook for iOS](#)

9/17/26, 10:39 AM

CONNECTExplorer™

CONNECTEXPLORER



map: Auto (Oblique) Apr 2026 - Apr 2026 image 1 of 10 04/21/2026

Across John & Nancy Filipovits
SOL bid

2.59	32.2 - 24.1	SC
1.04	32.2 - 24.3	RD

From: Troy Johnstone <troy@rourkelaw.com>
Sent: Thursday, September 17, 2026 1:06 PM
To: n.rusin townofliberty.org; supervisordemayo townofliberty.org
Cc: Nancy Esposito; Ken Klein; Prince Smith; krismcp@yahoo.com
Subject: Town of Liberty Werbin Road
Attachments: doc00301620260917130436.pdf

Hey Frank and Nick,

I represent Prince and Kristine Smith. The Smiths recently purchased a property located between Ahrens Road and Tanzman Road (Tax Map No. 13.-1-40). The property is currently vacant land, and historical access to the parcel appears to have been over Werbin Road, which extends off Tanzman Road. The property they purchased is the only property that Werbin services. While the property may have considerable road frontage on Ahren's Rd, it is not currently feasible to access the property due to a stream that runs that entire frontage.

It appears that the Town abandoned Werbin Road in 1993; however, the Town still retains ownership of the underlying property. Werbin Road is substantially overgrown and would require improvements to provide suitable access to the Smiths' property.

The Smiths intend to construct a residence on their newly acquired property and would like to inquire whether the Town would consider selling Werbin Road to them. Alternatively, they would like to determine whether the Town would have any objection to their installing and maintaining a driveway over Werbin Road at their sole cost and responsibility, possibly subject to an easement agreement.

I am attaching some documents that we have come across that should give you some additional information.

This email shall not serve as a waiver of any historical rights or claims the Smiths have but rather as a means to open up communication.

I have cc'd Prince and Kristine hereto.

Best,
Troy Johnstone, Esq.



LAW OFFICES OF BRIAN P. ROURKE, P.C.
25 Darbee Lane
P.O. Box 71
Liberty, New York 12754
P: (845) 292-2000 ext:18
F: (845) 292-0385



Please make sure that jen@rourkelaw.com and deana@rourkelaw.com are copied on all real estate correspondence.

Confidentiality Notice: This message is being sent by or on behalf of an attorney. It is intended exclusively for the person or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, kindly notify the sender immediately by e-mail and delete all copies of the message.

CYBER-FRAUD WARNING - Before wiring any funds to our office or to a third party involved in a transaction, please call the intended recipient or our office, as appropriate, at a number you know is valid to confirm the instructions and amount - and be very wary of any request to change wire instructions you have already received. Our firm is not responsible for third party fraud or electronic interceptions.

WARNING - FRAUDULENT WIRING INSTRUCTIONS

Email hacking is on the rise to fraudulently misdirect funds. Before wiring us any money, always call our office to verbally verify our wiring instructions. Please use independent sources such as the internet, to verify our phone number. We will not be responsible for any wires sent to incorrect bank accounts.

Sullivan County, NY

Property



Property Address: Tanzman Rd
Municipality: Town of Liberty
Tax ID: 8.-1-33

Summary

Status Active
Roll Section Wholly Exempt
Property Class 692 - Road/str/hwy
Ownership Code
In Ag District No
Zoning RD
Neighborhood 1
School District Liberty1
Property Description TR 125/7 (Abandoned public hwy)
Total Acreage/Size 0.95
Deed Book
Deed Page
Grid East 433345
Grid North 1094235

Owners

120 N Main St
Liberty, NY 12754

Valuation

Assessed Year	2026	2025
Equalization Rate	37.59%	41.60%
Land Assessment	\$100	\$100
Total Assessment	\$100	\$100
Full Market Value	\$300	\$300

Land

Site	Land Type	Size
Com 1	Undeveloped	0.95 acres

Inventory

Site	Com 1	Overall Grade
Overall EFF Year Built		Overall Desirability
Overall Condition		Inferior

Utilities

Site	Com 1	Water Supply	None
Sewer Type	None	Utilities	Electric

Historical Tax Summary

Tax Year	Tax Type	Original Bill	Total Assessed Value	Full Market Value	Uniform %	Roll Section
	County	\$0.00	\$100.00	\$300.00	37.59%	8
	County	\$0.00	\$100.00	\$200.00	41.60%	8

Taxes reflect exemptions, but may not include recent changes in assessment.

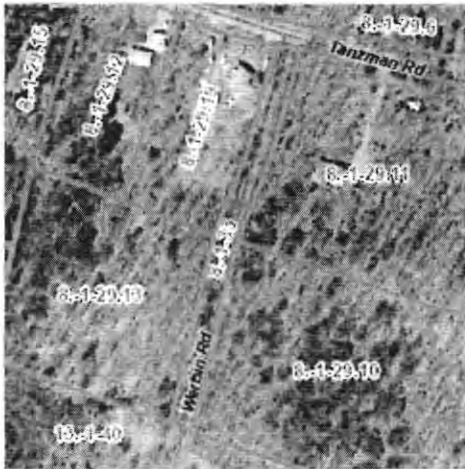
Taxable Values

Tax Year	2026	2025
County Taxable	\$0	\$0
County Taxable Exemptions	\$100	\$100
Municipality Taxable	\$0	\$0
Municipality Taxable Exemptions	\$100	\$100
Village Taxable		
Village Taxable Exemptions		
School Taxable	\$0	\$0
School Taxable Exemptions	\$100	\$100

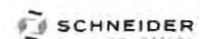
Exemptions

Tax Year	Code Description	Amount	Exempt %	Start Year	End Year	Vflag	Hcode	Own %
2026	13500 - TWN W/CORP	\$100	0	2013	0	No		0
2025	13500 - TWN W/CORP	\$100	0	2013	0	No		0

GIS Map



No data available for the following modules: Comparable Search (Res), Assessment Sales Analysis Program, Special Districts, Sales, Additional Parcels Involved in Sale, Historic Deed, Residential Buildings, Commercial Buildings, Site Uses, Improvements (All), Improvements, Documents, Photos.


$$\begin{aligned} & \left\{ \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \left(\frac{1}{2} \right)^{n-1} \right\} = \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \left(\frac{1}{2} \right)^{n-1} \\ & \left\{ \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \left(\frac{1}{2} \right)^{n-1} \right\} = \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \left(\frac{1}{2} \right)^{n-1} \end{aligned}$$

Sullivan County, NY

[Previous Record](#) | [Next Record](#)

Summary

Tax ID 8-1-33
Municipality Town of Liberty
911 Address 55 Tanzman Road TR7
Lot Size 49.5 x 846.42 x irr ft
Coordinate Locator
Map Date
Map Name/Plat #
Lot/Unit #
Former SBL

Notes

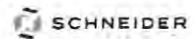
04/09/2013

Formerly Werbin Road TR 125. The Town Abandoned
and discontinued as a public Highway 10/10/1993.

Sales Records

Book	Page	Recorded Date	Sale Price	Lot Size	Transfer Conditions	Notes	Owners
351	383	12/5/1941	\$0	49.5 x 846.42 x irr ft	None	None	

No data available for the following modules: Scanned Historic Sale Cards.







33

40

COPY

TOWN CLERK
TOWN OF LIBERTY
120 NORTH MAIN STREET
LIBERTY, NEW YORK 12754

NOV 27 1993

JANET L. LeROY,
TOWN CLERK

TELEPHONE:
(914)-292-5110
FAX:
(914)-292-1310

EXTRACT OF MINUTES
TOWN BOARD OF THE TOWN OF LIBERTY
NOVEMBER 10, 1993

State of New York, County of Sullivan)
Town Clerk's Office of the Town of Liberty)

I, Janet L. LeRoy, TOWN CLERK OF THE TOWN OF LIBERTY, SULLIVAN
COUNTY, NEW YORK, do hereby certify that I have compared the attached resolutions
adopted by the Town Board of the Town of Liberty at its Regular Monthly Meeting held
on November 10, 1993 regarding the following matters

Abandonment of Radcliff Road "A"
Abandonment of Martin Road
Abandonment of Werbin Road
Dedication of Carr Road

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the
Town of Liberty, this 2nd day of December, 1993.



Janet L. LeRoy, Town Clerk

On a motion by Councilman Richard Martinkovic, seconded by Councilman Thomas Hasbrouck and carried, Councilpersons Barbuti, Hasbrouck, Hopkins, Martinkovic, and Simons voting "AYE", the Town Board of the Town of Liberty adopted the following resolution:

WHEREAS, Town Road No. 37A, known as Radcliff Road "A" commencing at the intersection with Radcliff Road, Town Road No. 37, and traveling west a distance of .31 miles, has not been travelled, used, or worked as a highway for more than 20 years past

THEREFORE, BE IT RESOLVED: that the Town Board of the Town of Liberty does hereby declare that Town Road No. 37A, known as Radcliff Road "A" is abandoned and does hereby consent to the same being discontinued as a public highway pursuant to Section 205 of the Highway Law. (See signed consent attached on page .)

On a motion by Councilperson Patricia Hopkins, seconded by Councilman Richard Martinkovic and carried unanimously, Councilpersons Barbuti, Hasbrouck, Hopkins, Martinkovic, and Simons voting "AYE", the Town Board of the Town of Liberty adopted the following resolution:

WHEREAS, Town Road No. 55, known as Martin Road, commencing at the intersection with Tanzman Road, Town Road No. 7, and travelling southwest a distance of .08 miles, has not been travelled, used or worked as a highway for more than 20 years past

THEREFORE, BE IT RESOLVED: that the Town Board of the Town of Liberty does hereby declare that Town Road No. 55, known as Martin Road, is abandoned and does hereby consent to the same being discontinued as a public highway pursuant to Section 205 of the Highway Law. (See signed consent attached on page .)

On a motion by Councilman Thomas Hasbrouck, seconded by Councilwoman Patricia Hopkins and carried, Councilpersons Barbuti, Hasbrouck, Hopkins, Martinkovic, and Simons voting "AYE", the Town Board of the Town of Liberty adopted the following resolution:

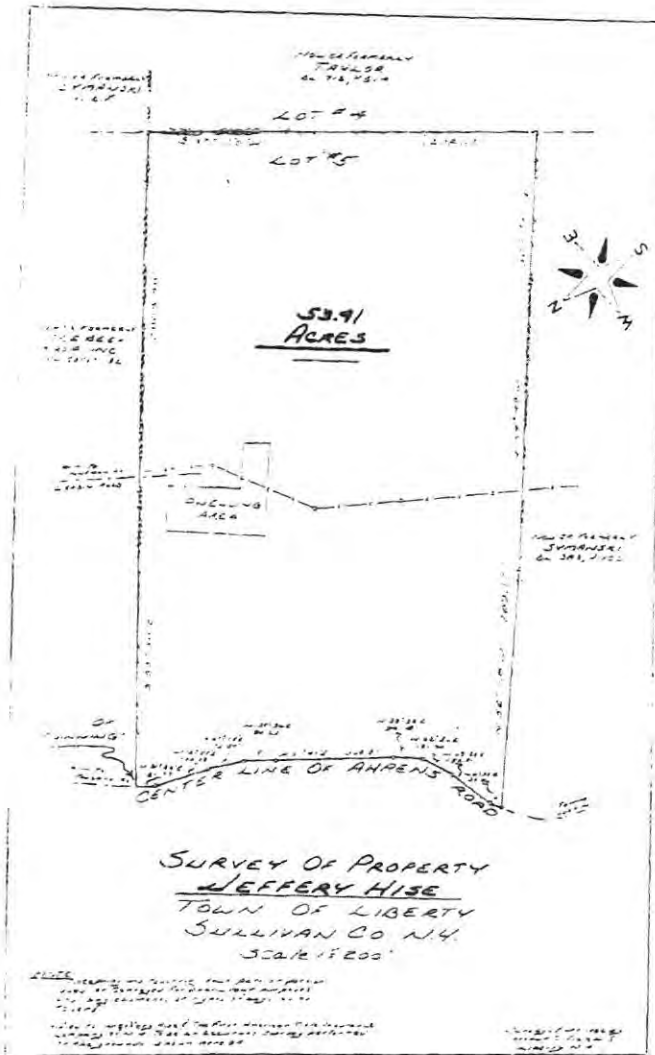
WHEREAS, Town Road No. 125, known as Werbin Road, commencing at the intersection with Tanzman Road, Town Road No. 7, and travelling southwest a distance of .22 miles, has not been travelled, used, or worked as a highway for more than twenty years past

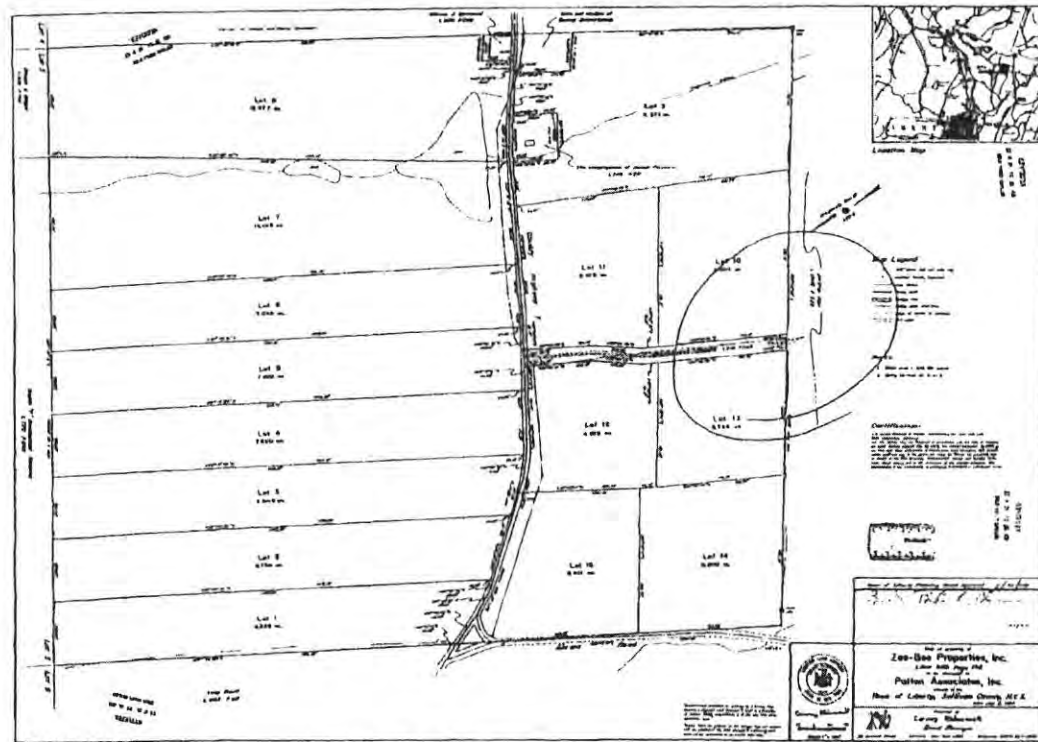
NOW, THEREFORE, BE IT RESOLVED: that the Town Board of the Town of Liberty does hereby declare that Town Road No. 125, known as the Werbin Road, is hereby abandoned and does hereby consent to the same being discontinued as a public highway pursuant to Section 205 of the Highway Law. (See signed consent attached on page .)

On a motion by Councilman Charles Barbuti, seconded by Councilman Richard Martinkovic, and carried unanimously, the Town Board adopted the following resolution:

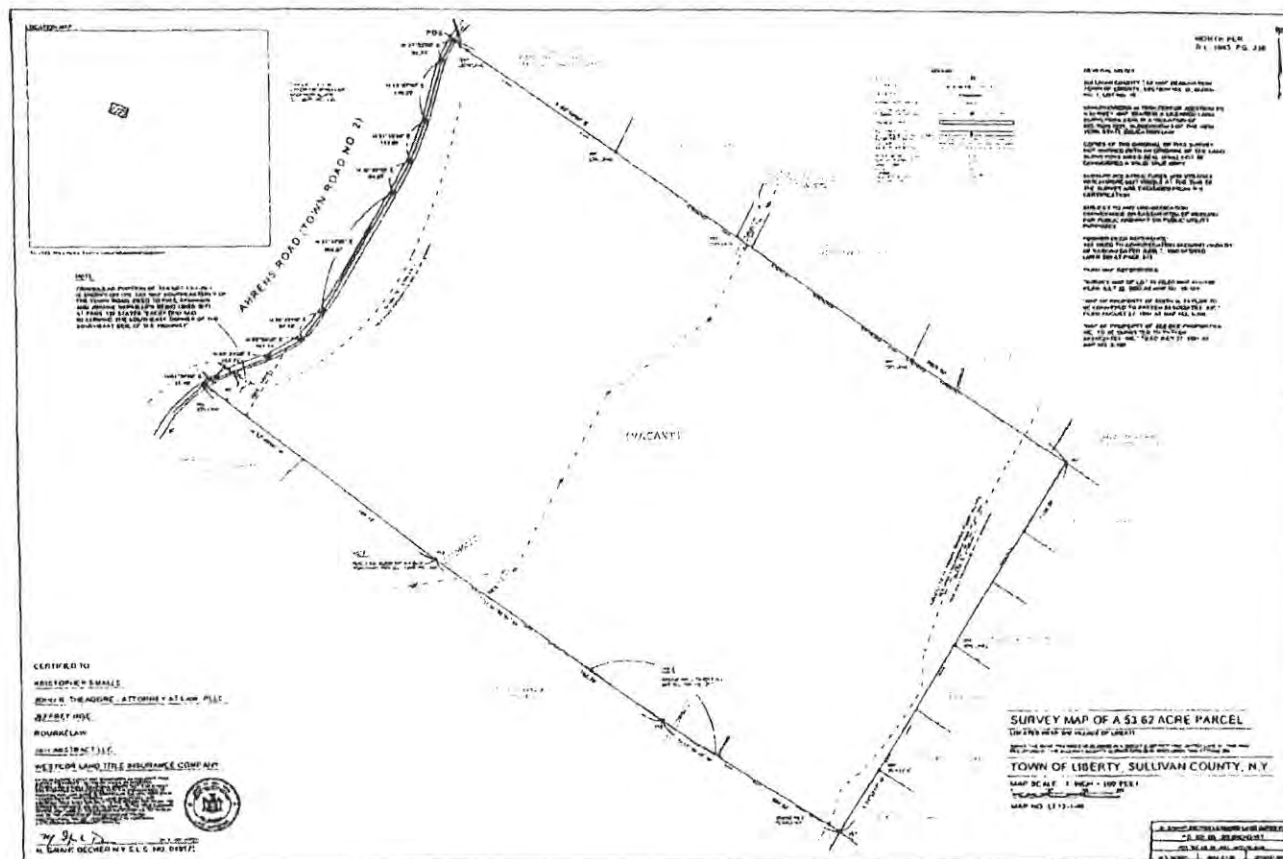
RESOLVED: that the Town Board of the Town of Liberty does hereby, upon the recommendation of the Town Highway Superintendent, accept the road by UPS as a Town Road and that it be called Carr Road as soon as all the paperwork is complete to the satisfaction of the attorney for the Town

AND BE IT FURTHER RESOLVED: that the record show that this request for dedication has been pending for some time and is being processed under the former procedures, not the recently adopted procedures of Local Law No. 3 of 1993.





#3-160 for info



Agreement
Town of Liberty
Sullivan County, New York
And
Fusco Engineering & Land Surveying, DPC
For Code Enforcement Services

Fusco Engineering & Land Surveying, DPC (contractor) proposed to provide the Town of Liberty, New York with code enforcement services as required and requested by the Town.

The contractor will provide a certified code enforcement officer and inspectors for code enforcement and fire inspections.

The contractor will review plans and building permit applications, conduct fire inspections, attend Department Head meetings, provide code enforcement inspections as required and follow up on written complaints on a case by case basis when requested.

CONTRACTOR shall not answer questions regarding Town business without permission or by request by the Town Board.

The client cannot attempt to recover any costs over the amount paid under this contract. Unpaid balances will be taken to court for payment or a lien will be placed on the subject property and will include the cost of our attorney fees.

The Town of Liberty will provide the contractor with a clerk who will collect all fees, and maintain office.

The Town of Liberty will provide a vehicle for use by the contractor in Town or pay IRS mileage rates for in Town use of contractor's vehicles for inspections in Town. The Town of Liberty will include the contractor on the Town's officers and official's liability policy for the code enforcement work. The contractor will sign an oath of office as the code enforcement officer.

The length of this agreement will be one (1) year, September 1, 2026 through September 1, 2027. The compensation shall be \$135.00 per hour, and fire calls will be billed hourly with a minimum of 4 hours.

The contractor will provide the Town of Liberty with insurance coverage and provide professional engineer insurance for all design work requested. Contractor and his employees shall receive liability coverage from the Town for work performed as CEO's. Alfred A. Fusco, Jr., P.E., CEO and James Gerard, CEO will provide all CEO services in the Town as required/requested.

It is understood that the attached fee schedule and general terms and conditions are hereby made part of this agreement. Payment shall be per monthly billings and are to be made within fifteen (15) days of invoicing.

This agreement may be cancelled by either party with a thirty (30) day written notice.

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

Honorable Frank DeMayo, Supervisor
Town of Liberty

Date

Date

Hourly Rate Schedule for additional services:

Code Enforcement Officer Outside of building inspector	\$135.00/Hour
Professional Engineer	\$185.00/Hour
Engineer	\$125.00/Hour
Senior Director Engineering Project Management	\$125.00/Hour
Senior Principal Surveyor, L.S.	\$125.00/Hour
Senior Project Manager/Designer	\$125.00/Hour
Project Manager	\$110.00/Hour
Engineering Technician (Office)	\$100.00 Hour
Surveyor Technician (Office)	\$85.00/Hour
Survey/Engineering Field Crew (1 Man)	\$85.00/Hour
Survey/Engineering Field Crew (2 Man)	\$185.00/Hour
CADD Draftsperson	\$85.00/Hour
Field Technician	\$85.00/Hour
Inspector	\$86.00/Hour
Clerical	\$56.00/Hour

Reimbursable Expenses:

Mileage	Standard New York State Rate
Mailings; public hearing notices, overnight, etc.	Cost plus 1.5 multiplier
Filing of Approved Maps at the County	\$450.00

Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.5 times the expenses

Prints:

<u>White Prints/Blueprints:</u>	
(18 X 24)	\$2.40/Sheet
(24 X 36)	\$3.68/Sheet
(30 X 42)	\$5.62/Sheet
(36 X 48)	\$7.48/Sheet

<u>Mylar Sepia:</u>	
(24 X 36)	\$65.00/Sheet
(36 X 48)	\$105.00/Sheet

<u>B/W Wide Format Scanning:</u>	
(18 X 24)	\$2.50/Sheet
(24 X 36)	\$4.90/Sheet
(30 X 42)	\$7.20/Sheet
(36 X 48)	\$9.60/Sheet

<u>Photos:</u>	
Photocopies (8.5 X 11) Color	\$1.20/Each
Photocopies (8.5 X 11) Black and White	\$0.35/Each
Photocopies (11 X 17)	\$0.70/Each
Photographs	\$1.75/Each
Binding of Specification Books	\$22.00/Each



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073 / Fax: 607.432.0432
DelawareEngineering.com

Town of Liberty, NY October 5, 2026 Town Board Meeting Update on Projects

1. *Water & Sewer Infrastructure Upgrade Project (Old Rte 17 Corridor)* USEPA Grant

- Engineering Services Contract Work (up to 50% design) and subcontracting related to are continuing. Site surveying and underground utility location work well underway.
- No-Cost Time Extension Request was submitted to USEPA on 6/26/26.
- The July 2026 Quarterly Progress Report was submitted 9/2/26; next due by 10/31/26.

SEQR

- Negative Declaration issued 6/26/26; ENB Notice published.

NYSES Fast NY Grant

- Application materials (SEQR, SGIS, & SHPO) submitted 8/28/26.
- Working with NYS ESD to provide additional application materials (i.e., budget/sources and uses)

2. *Swan Lake WWTP Upgrade*

- NYSDEC SPDES/PER comment response letter and design work- on hold pending notification of funding applications
- 2026 CFA Applications
 - WQIP (up to \$10M) and CSC (up to \$2M) submitted by the 7/31/26 deadline.
- Other Funding
 - FY27 Congressionally Directed Spending (CDS) Request Form submitted 3/22/26
 - USDA RD Application submitted by Town via the RD-Apply in June 2026, with some comments addressed in August. USDA RD advised via email on 9/29/26 "We were unable to secure funds under this FY so we plan to revisit this project once FY27 funding has been appropriated."

3. *Swan Lake WWTP 2024 NYSDEC Notice of Violation (NOV)*

- **Interim Reports**
 - July 2026 Interim Progress Report was submitted to NYSDEC on 7/31/26; next due in October 2026.
- **Temporary Sludge Dewatering Services Bid Award**
 - Seasonal use was completed; ready for pickup after 9/9/26.
- **Other NOV items**
 - Town to move forward with Sewer Use Ordinance (SUO) for rag control and continuing enforcement of flow metering (>3,000 gpd)
 - Delaware to provide cost proposal for Board consideration to develop specifications for specific rag control and flow metering for sewer connections above 3,000 gpd.
 - Additional staff for rag raking completed on 9/6/26
 - WET testing for compliance in July 2026 (results were inconclusive). Resampling was completed on 9/4/26; results pending.

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4. *Swan Lake WWTP Comminutor Replacement*

- The comminutor has failed, is obsolete and replacement parts are no longer available and can't be repaired.
- At the September 9, 2026 Town Board meeting, the Board requested that Delaware Engineering provide a proposal for engineering services associated with the Swan Lake WWTP comminutor replacement work, including services related to preparation of Bid Documents, Bid and Award and Construction Phase Services.
- Cost for just furnishing a new comminutor-type unit (not including any installation related costs for the unit or electrical needs) is estimated to be about \$65,000. Since cost is greater than \$35,000 (and \$20,000 Town procurement) the work requires bidding in accordance with NYS General Municipal Law.
- Review and consider the proposed scope of possible engineering services related to bidding and construction for the Swan Lake WWTP Comminutor Replacement.
- Delaware has prepared the following summary of the proposed scope of work and budgets for Town consideration:

Task 1 – Bid Documents – \$7,500

- Communicate with vendor(s) to confirm application and recommended equipment.
- Perform up to one site visit to meet with plant staff to confirm current conditions and identify needs for repairs (e.g., channel concrete and grating, electrical, etc.).
- Prepare Bid Document including legal notice, project background, scope and drawings, response requirements, payment/compensation (NYS prevailing state wage rates), schedule, bonding and insurances requirements.

Task 2 – Bidding – \$2,000

- Upload Bid Document to Bidly (electronic plan room).
- Review and respond to RFI's and issue up to one addendum.

Task 3 – Bid Review and Award – \$3,000

- Review and summarize bids.
- Provide recommendation for award for Town consideration.
- Coordinate Award of Bid with the Town Director of Finance and Contractor.

Task 4 – Submittals, Construction Administration and Coordination – \$3,000

- Review and process shop drawings/submittals.
- Provide copy of submittals to the Town upon completion.
- Coordinate with Contractor and Delaware Engineering Inspector to schedule onsite work.

Task 5 – Payment Requests – \$500/request; up to \$1,000 (up to two, as needed)

- Review and process up to two (2) contractor payment requests.
- Provide payment request recommendations to the Town.

Task 6 – On-site Observation – \$1,200 per visit; up to \$3,600 (up to three, as needed)

- Provide up to three (3) site visits and prepare inspection reports in Raken or Corfix.
- Provide copy of the inspection reports to the Town upon completion.

Task 7 – Engineering Site Visit – \$1,500 per visit (if needed)

- Provide up to one (1) engineering staff site visit to review construction or any issues.
- Provide copies of the inspection reports to the Town upon completion.

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Task 8 – Project Closeout – \$1,500

- Prepare Substantial Completion Form and punchlist and forward to Town Board for approval.
 - Forward the Substantial Completion to the Contractor for execution.
 - Receive executed Substantial Completion, Maintenance Bond, and release of liens, and complied into a project closeout package including inspection reports, and final payment application, and forward to the Town.
- Town to consider and select desired scope items:

Item	Fee	Yes	No
Task 1 – Bid Documents	\$7,500	☐	☐
Task 2 – Bidding	\$2,000	☐	☐
Task 3 – Bid Review and Award	\$3,000	☐	☐
Task 4 – Submittals, Construction Administration and Coordination	\$3,000	☐	☐
Task 5 – Payment Requests (up to two, as needed)	\$500/request	☐	☐
Task 6 – On-site Observation (up to three, as needed)	\$1,200/visit	☐	☐
Task 7 – Engineering Site Visit (if needed)	\$1,500/visit	☐	☐
Task 8 – Project Closeout	\$1,500	☐	☐
Total Fee =	TBD/ Up to \$23,100	-	-

- If the Town agrees to move forward, we recommend that the Town Board resolve to:
 - Accept Delaware Engineering's proposal to provide engineering services related to the Swan Lake WWTP Comminutor Replacement in accordance with the scope items agreed to at the October 6, 2026 meeting and authorize the Town Supervisor to execute the engineering contract and all project related paperwork.
 - Upon Board approval, a full contract including selected scope items will be provided for execution by the Town Supervisor.
5. **Swan Lake WWTP 2026 NYSDEC Notice of Violation (NOV)**
- June 11, 2026 NOV was addressed with the July 2026 Interim Progress Report (2024 NOV).
6. **Swan Lake Sewer System Evaluation/I/I EPG Study**
- Field work completed March 24 thru March 27, 2026
 - Inspection documentation received on 4/15/26, and provided to the Town
 - The Engineering Report needs to be done by February 2027 (18 months from execution of the Grant Agreement)
7. **Loomis WWTP Clarifier Repair**
- Project Status
- All work complete, except one minor new punchlist item. This is scheduled to be addressed in the next few weeks.
 - Certificate of Substantial Completion approved on 9/9/26
 - Payment Application No. 1 (Final) approved 9/9/26, contingent upon the receipt of the complete closeout package including Payment Application No. 1 (Final).
 - Delaware has received Substantial Completion and project closeout paperwork from the contractor (i.e., affidavit of release of liens for subcontractors and equipment suppliers, provide maintenance bond, etc.)

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- Delaware will assemble the project closeout package including final payment application and transmit for Town records and payment processing.

Change Order(s)

- Change Order No. 1 (new influent well support plate and time extension) approved 7/14/26 (+\$8,825; new total \$65,435; time extension to 10/1/26.)
- Change Order No. 2 (deduct of the new influent well support plate) approved 9/9/26 (-\$8,825; new total \$56,610)

8. Loomis WWTP 2026 NYSDEC Notice of Violation (NOV)

- NOV received on 6/15/26.
- Technical meeting was held 6/30/26.
- At the July 6, 2026 meeting the Town Board accepted Delaware Engineering's contract proposal for the initial response to the June 15, 2026 NOV.
- Delaware worked on the response with the Town and submitted to the Department on 8/7/26.
- Delaware is working on a contract amendment, for Board consideration, to add the following items from the response letter:
 - *The Town will create and implement a collection system inspection program plan. It is anticipated that the plan can be created by December 31, 2026.*
 - *A backup emergency power plan can be developed and maintained at the facility. It is anticipated that the plan can be created by December 31, 2026.*
 - *Options to reduce or mitigate dead midge fly accumulations will be investigated and implemented.*
 - *NOV follow up with Town Staff and DEC*
 - *Preventative maintenance plan - the following from 8/7/26 DEC email:*
 - In regard to the preventative maintenance plan, we are looking for some type of guide that can be followed. Creating a specific checklist that details all maintenance tasks, and their required frequency would be adequate to complete this action. This may include a list of all items that should be done monthly, annually, or another timeframe. An example of a task may include removing the sand filter vegetation twice a year, or whatever the appropriate time frame is

9. Loomis WWTP SPDES Permit Renewal Application – Lead and Copper

- Technical meeting held on 7/13/26 with NYSDEC regarding Copper and Lead requirements under the Loomis WWTP SPDES Permit Renewal.
- The SPDES Permit Renewal Short Term High Intensity Monitoring Program showed elevated Copper and Lead concentrations.
- These values exceed water quality criteria and will require new Water Quality Based Effluent Limits (WQBELs) in the new permit.
- NYSDEC identified irregularities in the analytical method used for Lead during the prior monitoring period. Because of this, NYSDEC is granting the Town an opportunity to resample for Lead. The WWTP must collect 10 effluent samples over the next three months.
- **Some lead sampling was completed (8 of 10) and results ($< 1 \mu\text{g/L}$) are less than the new WQBEL for Lead ($3.13 \mu\text{g/L}$). Results will be sent to NYSDEC when all are completed.**
- Results will be used by NYSDEC to confirm that the renewed SPDES permit will include a Schedule of Compliance requiring the facility to achieve compliance with the new WQBEL for Lead (pending sampling results) and/or Copper.
- Compliance actions may include operational adjustments, source control, pretreatment evaluation, or treatment modifications depending on final limits.
- Example of a copper minimization plan received from NYSDEC on 8/31/26.

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10. *Loomis WWTP Capacity Review*

- Review for potential housing development on hold pending Permit Lead and Copper SPDES resolution.

11. *Swan Lake WWTP Recirculation Pump Repair (Pump #3 & #2)*

- Notice of Award issued to Koester on April 1, 2026.
- Notice to Proceed issued on April 27, 2026.
- Town staff removed Recirculation Pump #3, and Koester picked it up for repair on 5/11/26.
 - During disassembly of Pump #3, the repair facility identified damage to several motor components, and noted that some of the replacement parts are no longer available.
 - Change Order No. 1 (motor repair) approved 8/17/26 (+9,300; new total \$70,784.82; time extension to 12/30/26).
 - Pump repair has been completed. The motor repair is still proceeding.
 - Contractor plans to provide an estimated completion date for the motor repair.
- **The condition of Pump #2 motor is unknown and will remain unknown until the repair facility begins pump repair, and may also require some level motor repair. If needed, a separate change order will be prepared and submitted for Board consideration.**

12. *Basketball Court by Skate Park*

- Revised grading plan submitted on 6/15/26; conceptual plan approved by contactors. The option to raise the elevation of the court surface has been recently selected.
- Delaware is developing in the final construction details, and will provide to the Town and contactor soon

13. *Ferndale Water District Pump/Tank Communication and Mixer*

- Discussions with Damon to confirm the scope are under way.
- 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.

14. *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 application 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 to do so.

15. *Green Hills 3*

- Continuing to work with the Town to respond to revised design for flow meter and rag control (temporary septic tank).
- Septic Tank (for temporary rag control) approved and returned to Owners' Engineer (Keystone) and the Town on 5/20/26
- Flow meter vendor needs to respond to a few more questions on system applicability.

16. *Attachments*

- None

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

- None

Liberty TBMtg Report 10-05-26.docx
Enclosures

From: Libby Unger <libby@hnsequities.com>
Sent: Wednesday, September 16, 2026 12:46 PM
To: supervisordemayo townofliberty.org
Cc: Hershy Horowitz; shmaye rabinowitz
Subject: Re: Sewer Tax Adjustment Request – Mountain /Meadows MH Park
Attachments: SEWER AGREEMENT 2015.pdf

Dear Supervisor DeMayo,

Thank you again for speaking with me and for confirming that our request would be placed on the agenda for the September 21st Town Board meeting. We recently reviewed our calendar and realized that we have a holiday on September 21st. Since we would like to have a representative present at the meeting to address this matter, we would kindly ask if our request could instead be placed on the agenda for the Town Board meeting following September 21st. If possible, could you please provide us with the date of the next meeting so that we can make the necessary arrangements?

In addition, based on the correspondence since my original request, it appears there may have been some misunderstanding regarding the fact that Mountain View Meadows already has an existing agreement with the Town that specifically addresses how the sewer billing is to be determined. Our request is based on that agreement and on ensuring that the billing is calculated in accordance with its terms.

For reference, I have attached the agreement again. On page 3, paragraph 4, the agreement provides that each September we are to submit to the Town a list identifying the spaces that are rented or available for rental. The Town is then to verify that number with Code Enforcement, and the following January billing is to be based upon the verified number of pads. The agreement further provides that residences containing more than three bedrooms are to be billed as 1.5 units.

Our request, therefore, is to have the billing going forward reviewed and adjusted based upon the number of pads verified pursuant to the agreement.

We would appreciate having the agreement and the specific billing methodology outlined above considered by the Town Board when reviewing our request. Our goal is simply to ensure that the sewer billing is calculated consistently with the agreement and the applicable requirements.

Thank you again for your time and consideration. Please let me know the date of the next Town Board meeting and if you need any additional documentation or information from us prior to the meeting.

Sincerely,

Libby

718- 689-5449

From: supervisorde mayo townofliberty.org <supervisorde mayo@townofliberty.org>
Sent: Friday, September 4, 2026 8:46 AM
To: Libby Unger <libby@hnsequities.com>
Cc: Hershy Horowitz <horowitzhershy@gmail.com>; shmaye rabinowitz <shmayerabinowitz@gmail.com>
Subject: RE: Sewer Tax Adjustment Request – Mountain /Meadows MH Park

Good Morning Libby,

The 21st is when your inquiry will be put on the agenda. It's really up to you if you want to send a representative. Just to give you a heads up, the Town Board has historically turned down such requests as the charges are determined in accordance with Town Law. I have attached the Town Code section for your reference. The law to focus on is 121-60(E).

Enjoy the weekend.
Frank

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

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From: Libby Unger <libby@hnsequities.com>
Sent: Thursday, September 3, 2026 11:19 PM
To: supervisorde mayo townofliberty.org <supervisorde mayo@townofliberty.org>
Cc: Hershy Horowitz <horowitzhershy@gmail.com>; shmaye rabinowitz <shmayerabinowitz@gmail.com>
Subject: Re: Sewer Tax Adjustment Request – Mountain /Meadows MH Park

Hi,

Thanks for your response. Just to confirm, is the 21st the next meeting following this coming Wednesday? Also, please let me know if you feel it would be beneficial for one of our representatives to be present.

On Thu, Sep 3, 2026 at 9:03 AM supervisorde mayo townofliberty.org <supervisorde mayo@townofliberty.org> wrote:

Good Morning Libby,

I will add this to the agenda for our September 21st meeting as all submissions for board meeting agendas are due by noon the Wednesday before a meeting.

Thanks and be well.
Frank

Frank DeMayo

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

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From: Libby Unger <libby@hnsequities.com>
Sent: Wednesday, September 2, 2026 1:59 PM
To: supervisorde mayo townofliberty.org <supervisorde mayo@townofliberty.org>
Cc: Hershy Horowitz <horowitzhershy@gmail.com>; shmaye rabinowitz <shmayerabinowitz@gmail.com>
Subject: Sewer Tax Adjustment Request – Mountain /Meadows MH Park

Dear Supervisor DeMayo,

It was nice speaking with you by phone. As discussed, attached please find our request and supporting documents regarding the sewer tax for Mountain View Meadows Mobile Home Park.

We respectfully ask that this matter be added to the agenda for the next Town Board meeting for consideration.

Thank you again for your time and consideration. Please keep me posted regarding the next steps, and let me know if you need anything further from us.

Best regards,

Libby
Management Secretary
718- 689-5449

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:



Volunteer Ambulance Corps of Livingston Manor, Inc.

P.O Box 1 | 98 Main St. | Livingston Manor, NY 12758

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Ralph Bressler
Trustee

Ralph Bressler
Captain

Robert Gould
Lieutenant

Mark Velazquez
Sergeant

Date: September 19, 2026

Re: Request for Letter of Support – Expansion of EMS Operating Territory

To Whom It May Concern:

Since 1962, the Volunteer Ambulance Corps of Livingston Manor, Inc. (LMVAC) has provided emergency medical services to the Livingston Manor community. For more than six decades, our organization has remained committed to ensuring that residents and visitors have access to timely, professional, and reliable emergency medical care.

Over the past 4-5 years, LVMAC has experienced a significant increase in demand for its services. Our annual dispatch volume has more than tripled during this period. While the number of calls originating within our Livingston Manor service area has increased modestly, the overwhelming majority of this growth has come from requests to provide assistance to neighboring communities - which speaks to the need for additional EMS resources. Through the dedication of our membership and the continued growth of our organization, LVMAC has been able to meet this increased demand reliably, 24 hours a day, 7 days a week. Our members have consistently answered the call when neighboring communities have needed help day or night.

In order to continue building to meet this increased demand, the Volunteer Ambulance Corps of Livingston Manor, Inc respectfully requests your support in the form of a letter supporting our application to the DOH for an expansion of territory. This document will outline the process, the need and our plan for this expansion of territory request.

Letters should be signed by the CEO or authorized representative (e.g., agency, organization, town, or village official) and include acknowledgment of the NYS DOH definition of public need. For your convenience, we have enclosed a sample letter of support which you can modify as you see fit.

We kindly request that all correspondence be mailed to: Volunteer Ambulance Corps of Livingston Manor, Inc, PO Box 1, Livingston Manor, NY 12758 no later than Monday, October 5, 2026, to ensure inclusion with our application. Alternatively, a signed soft-copy PDF may be emailed to our organization at LMVAC18@gmail.com with a hard-copy to follow.

If you have any questions, please do not hesitate to contact me. Thank you in advance for your time and support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Rau', with a stylized, flowing script.

Alex Rau, President
Volunteer Ambulance Corps of Livingston Manor, Inc.

Enclosure

Current Operating Territory and the Need for Expansion

LMVAC's current New York State Department of Health (NYS DOH) Certificate of Need (CON) authorizes us to operate within the former Livingston Manor School District. Historically, this geographic boundary adequately reflected the area we have served. Circumstances have since changed, both geographically and operationally.

LMVAC regularly receives dispatches outside our current CON territory through mutual aid. Mutual aid is an important and necessary component of the EMS system and is something our organization is proud to provide when another agency is temporarily unable to respond. However, the frequency with which LMVAC is now called upon to provide service outside its authorized territory has made what was occasional mutual aid a routine component of our operations. In the long term, this could negatively affect our operating certificate and revenue recovery, which keeps our operation sustainable.

The statistics over the past four years demonstrate this change:

Year	Total Dispatch	% of calls in-district	% of calls out of district
2022	609	60%	40%
2023	928	35%	65%
2024	1045	39%	61%
2025	1017	39%	61%
*2026	535	28%	72%

* Jan – August 2026

These figures demonstrate that a substantial portion of the EMS demand routinely being addressed by LVMAC occurs outside our current operating territory. Accordingly, LVMAC is seeking an expansion and clarification of its operating territory to better align its Certificate of Need with the actual geographic area in which it is already routinely providing EMS services. This request will also allow our organization to establish a sustainable, structured plan for improving EMS availability and reliability well into the future.

Our Intentions

1. Clarification of Existing Service Territory

A portion of this application seeks to clarify LVMAC's existing operating territory. The Livingston Manor School District, which currently defines our current operating territory, no longer exists as a geo-political boundary following its merger into the Rockland Central School District last year. LVMAC therefore seeks to align its authorized operating territory with the current Rockland Central School District boundaries so that our CON accurately encompasses the geographic area traditionally served by our organization.

This portion of the request is intended to provide regulatory clarity and continuity of service rather than to displace existing EMS providers. Specifically, LVMAC has no intention of becoming the primary EMS response agency within the former Roscoe School District area currently served by our colleagues in the Roscoe & Rockland Volunteer Ambulance Corps. We value our relationship with our neighboring volunteer EMS agency and intend to continue working cooperatively with them. LVMAC will continue to provide backup response when requested or when circumstances require additional resources. Since over 10% of our call volume occurs within the Roscoe community, formalizing this area within our operating territory would also provide the appropriate authorization for LVMAC to continue providing secondary response when needed.

2. Improving EMS Availability, Reliability, and Response Times in the Town of Liberty

A significant component of this application is our proposed expansion into the Town of Liberty. The Town of Liberty has experienced a substantial need for additional EMS resources. Approximately 2,600 EMS calls occur annually within the Town, and available data indicates that over 16% of those calls go unanswered by the existing EMS resources.

There are currently NO dedicated ambulances located within the Town of Liberty to provide dedicated EMS service to the Town of Liberty community. Years ago, when the Town of Liberty Volunteer Ambulance Corps was in operation, the community had dedicated EMS resources consisting of three ambulances and two fly cars to cover that community. The current EMS environment is substantially different, and the existing resources have demonstrated difficulty meeting the demand for emergency medical services.

LMVAC has already become the main provider of mutual-aid EMS coverage for the Town of Liberty:

EMS Calls in the Town & Village of Liberty			
Year	Total Calls	Primary EMS unavailable	LMVAC Dispatch T/Liberty
2022	2710	99	121
2023	2734	311	350
2024	2541	411	392
2025	2575	420	377

These numbers demonstrate that LVMAC is not seeking to enter an area where it has little operational history. Rather, our organization is already routinely being called upon to provide EMS coverage, in the Town of Liberty. LMVAC also routinely provides crews for community events in Liberty such as Liberty school sports events, career days, street fairs and other events; as the current provider is unavailable or too expensive to contract.

Through the proposed expansion, LVMAC intends to establish, and grow as needed, a permanent EMS presence within the Town of Liberty. The goal is to position dedicated EMS personnel and resources closer to the population being served, thereby improving availability, reducing response times, and increasing the likelihood that emergency medical care can be initiated without unnecessary delay. It will also reduce the need to pull resources from the Livingston Manor community we serve today, into the next township.

We have no intention to close our Livingston Manor station and will continue to provide the same great service with the same great people. In fact, we are currently exploring an expansion and remodel of the current station. Establishing a permanent presence in Liberty will provide an additional benefit to the community currently served by LVMAC. By placing our own resources within the Town of Liberty, LVMAC can improve coverage for both areas and thus establish an operational backup to our Livingston Manor area that can be utilized when the Livingston Manor ambulances are committed to active calls.

Public Need

The NYS DOH Bureau of Emergency Medical Services considers a number of factors when evaluating an application for an expansion of operating territory, including regulatory compliance, organizational fitness and competency, and demonstrated support from stakeholders within and adjacent to the proposed service area.

NYS DOH Policy Statement 06-06 defines “public need” as:

“The demonstrated absence, reduced availability, or an inadequate level of care in ambulance or emergency medical service available to a geographical area which is not readily correctable through the reallocation or improvement of existing resources.”

LMVAC believes the lack of EMS availability within the proposed expansion area demonstrate a clear basis for consideration under this definition. Our sustained response history demonstrates the reduced availability of EMS resources in the proposed service area, while the frequency with which LVMAC is already called upon to provide emergency coverage demonstrates both the existing demand and our organization's ability and commitment to meet that demand.

Our Commitment to Quality EMS Care

LVMAC's commitment is not simply to respond to more calls, but to provide high-quality, modern emergency medical care to the communities we serve. Our organization maintains equipment and capabilities appropriate for providing high-quality prehospital care, including:

- 12-lead ECG/EKG capabilities
- Advanced airway equipment

- Automated External Defibrillators
- Emergency medications
- Satellite-based communications capabilities through Starlink-equipped ambulances, providing reliable communication with receiving hospitals
- Ongoing continuing education and training for EMS providers
- A dedicated volunteer membership committed to maintaining operational readiness.

Our current roster consists of (28) twenty-eight 100% volunteer members which includes EMT's, AEMT's, paramedics, drivers, youth members, and crew members. These individuals dedicate their time and expertise to providing emergency medical services around the clock, regardless of the location, circumstances, or nature of the call.

***** #1 SAMPLE LETTER OF SUPPORT – ORGANIZATION BASED*****

[ORGANIZATION LETTERHEAD]

Date: _____

Re: Letter of Support – Expansion of EMS Operating Territory
Volunteer Ambulance Corps of Livingston Manor, Inc.

To Whom It May Concern:

On behalf of [Organization/Municipality/Agency Name], we are writing to express our support for the application of the Volunteer Ambulance Corps of Livingston Manor, Inc. (LMVAC) to expand and clarify its New York State Department of Health (NYS DOH) authorized operating territory.

Our organization is familiar with the EMS needs of the communities affected by this application and has had experience working with LMVAC and/or observing its response to the needs of the area. [Insert 1–2 sentences describing your organization's relationship with LMVAC or your firsthand experience with its EMS response.]

We understand that NYS DOH Policy Statement 06-06 defines “public need” as “*The demonstrated absence, reduced availability, or an inadequate level of care in ambulance or emergency medical service available to a geographical area which is not readily correctable through the reallocation or improvement of existing resources.*”

We acknowledge receipt of this definition and believe that LMVAC has identified the need for increased EMS availability. LMVAC is already routinely providing mutual-aid EMS coverage, including within the Town of Liberty, and has established a solid history of responding to calls in not only their community, but these neighboring communities as well. The organization's application also identifies the absence of dedicated ambulance resources located within the Town of Liberty and the resulting reliance on outside resources to meet EMS demand.

We support that this application is intended to establish a sustainable and structured EMS presence within the proposed service area, while continuing to maintain its existing service to the Livingston Manor community. The proposed expansion would allow EMS resources to be positioned closer to the population being served and is intended to improve availability, reliability, and response times while reducing reliance on mutual aid from resources located outside the proposed service area.

Based upon the proposal and our experience with the local EMS system, [Organization/Municipality/Agency Name] supports LMVAC's request for expansion and clarification of its operating territory and believes the application should be given appropriate consideration through the NYS DOH/REMSCO process.

We appreciate the commitment of LMVAC's volunteer members to providing emergency medical services to residents, visitors, and neighboring communities. We believe that maintaining a strong, reliable, and appropriately positioned EMS system is important to the health and safety of our community.

Please accept this letter as our formal statement of support for the LMVAC expansion of operating territory application.

Sincerely,

[Name]

[Title / Authorized Representative]

[Organization]

[Address]

[Telephone / Email]

#2 SAMPLE LETTER OF SUPPORT – INDIVIDUAL

[INDIVIDUAL'S NAME]

[Address]

[City, State, ZIP]

[Telephone / Email]

Date: _____

Re: Letter of Support – Expansion of EMS Operating Territory
Volunteer Ambulance Corps of Livingston Manor, Inc.

To Whom It May Concern:

I am writing to express my support for the application of the Volunteer Ambulance Corps of Livingston Manor, Inc. (LMVAC) to expand and clarify its New York State Department of Health (NYS DOH) authorized operating territory.

I am familiar with the emergency medical service needs of our local communities and have had the opportunity to [describe your relationship with LMVAC or your firsthand experience—for example: receive EMS services from LMVAC, work with LMVAC personnel, observe their response to emergencies, participate in community activities with LMVAC, or interact with the organization in my professional capacity.]

I understand that NYS DOH Policy Statement 06-06 defines “public need” as: “*The demonstrated absence, reduced availability, or an inadequate level of care in ambulance or emergency medical service available to a geographical area which is not readily correctable through the reallocation or improvement of existing resources.*”

I acknowledge receipt of this definition and understand that it is a consideration in the review of an EMS operating territory application.

Based upon my experience and understanding of the local EMS system, I am aware that LMVAC is routinely called upon to provide mutual-aid EMS coverage outside its current operating territory, including within the Town of Liberty. LMVAC has developed a significant history of responding to emergencies in this area and assisting when local EMS resources are unavailable or otherwise unable to respond.

I understand that LMVAC’s proposed expansion is intended to establish a more sustainable and structured EMS presence within the proposed service area while continuing to maintain its existing service to the Livingston Manor community. Establishing EMS resources closer to the population being served may improve availability and response capability and reduce reliance on resources responding from outside the area.

I support LMVAC’s request to expand and clarify its EMS operating territory and believe its application should receive appropriate consideration through the NYS DOH/REMSCO process.

I appreciate the continued commitment of LMVAC’s volunteer members to providing emergency medical services to residents, visitors, and neighboring communities. I believe

maintaining reliable and appropriately positioned EMS resources is important to the health and safety of our communities.

Please accept this letter as my formal statement of support for the LMVAC expansion of operating territory application.

Sincerely,

[Individual's Name]

[Title, if applicable]

[Community / Municipality, if applicable]

[Telephone / Email]